

# TOWN OF MIAMI LAKES, FLORIDA

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## AGENDA

### Regular Council Meeting

December 5, 2017

6:30 PM

6601 Main Street

Government Center

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](mailto:Clerk@miamilakes-fl.gov)

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

**10. CONSENT CALENDAR:**

**A. Approval of Minutes**

- November 7, 2017 Regular Council Meeting
- November 15, 2017 Special Call Meeting

**B. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA APPROVING A LOCAL FUNDING AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION; PROVIDING FOR IMPLEMENTATION; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)**

**C. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE EVALUATION COMMITTEE'S RECOMMENDATION TO AWARD RFP 2018-02 INDEPENDENT AUDITING SERVICES TO RODRIGUEZ TRUEBA & COMPANY, CPA, PA, OR ONE OF THE THREE NEXT HIGHEST RANKED FIRMS; 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. (Fossler)**

**D. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AUTHORIZING THE TOWN MANAGER TO APPLY FOR AND IF AWARDED EXECUTE AN AGREEMENT BETWEEN THE TOWN OF MIAMI LAKES AND THE FLORIDA DEPARTMENT OF TRANSPORTATION; AUTHORIZING THE TOWN MANAGER TO TAKE ALL STEPS NECESSARY TO APPLY FOR, EXECUTE AND SATISFY THE REQUIREMENTS OF THE SAFE ROUTES TO SCHOOLS GRANT PROGRAM; AUTHORIZING IMPLEMENTATION OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)**

**E. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, TO APPROVE THE UPDATED TITLE VI TRANSPORTATION PROGRAM PLAN; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE PLAN; 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, TO APPROVE AWARD OF ITB 2018-04, AWARD OF CONTRACT FOR NW 82ND AVE & OAK LANE RECONFIGURATION PROJECT; 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 CONTRACTS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. (Rey)**



**G. A. A RESOLUTION OF THE TOWN COUNCIL THE TOWN OF MIAMI LAKES RATIFYING AND ACCEPTING RESOLUTIONS PASSED BY MIAMI-DADE COUNTY APPROVING EXECUTION OF INTERLOCAL AGREEMENTS AND CALLING FOR A SPECIAL ELECTION NECESSARY FOR THE TRANSFER OF CONTROL, FROM MIAMI-DADE COUNTY TO THE TOWN OF MIAMI LAKES, OF THE MIAMI LAKES-LOCH LOMOND SECURITY GUARD SPECIAL TAXING DISTRICT LOCATED ENTIRELY WITHIN THE CITY; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO TAKE NECESSARY MEASURES TO IMPLEMENT THE RESOLUTION; PROVIDING FOR INSTRUCTIONS TO THE TOWN CLERK; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)**

**B. A RESOLUTION OF THE TOWN COUNCIL THE TOWN OF MIAMI LAKES RATIFYING AND ACCEPTING RESOLUTIONS PASSED BY MIAMI-DADE COUNTY APPROVING EXECUTION OF INTERLOCAL AGREEMENT AND CALLING FOR A SPECIAL ELECTION NECESSARY FOR THE TRANSFER OF CONTROL, FROM MIAMI-DADE COUNTY TO THE TOWN OF MIAMI LAKES, OF THE ROYAL OAKS EAST SECURITY GUARD SPECIAL TAXING DISTRICT LOCATED ENTIRELY WITHIN THE CITY; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO TAKE NECESSARY MEASURES TO IMPLEMENT THE RESOLUTION; PROVIDING FOR INSTRUCTIONS TO THE TOWN CLERK; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)**

**C. A RESOLUTION OF THE TOWN COUNCIL THE TOWN OF MIAMI LAKES RATIFYING AND ACCEPTING RESOLUTIONS PASSED BY MIAMI-DADE COUNTY APPROVING EXECUTION OF INTERLOCAL AGREEMENTS AND CALLING FOR A SPECIAL ELECTION NECESSARY FOR THE TRANSFER OF CONTROL, FROM MIAMI-DADE COUNTY TO THE TOWN OF MIAMI LAKES, OF THE LAKE HILDA MULTIPURPOSE MAINTENANCE SPECIAL TAXING DISTRICT LOCATED ENTIRELY WITHIN THE CITY; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO TAKE NECESSARY MEASURES TO IMPLEMENT THE RESOLUTION; PROVIDING FOR INSTRUCTIONS TO THE TOWN CLERK; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)**

**D. A RESOLUTION OF THE TOWN COUNCIL THE TOWN OF MIAMI LAKES RATIFYING AND ACCEPTING RESOLUTIONS PASSED BY MIAMI-DADE COUNTY APPROVING EXECUTION OF INTERLOCAL AGREEMENT AND CALLING FOR A SPECIAL ELECTION NECESSARY FOR THE TRANSFER OF CONTROL, FROM MIAMI-DADE COUNTY TO THE TOWN OF MIAMI LAKES, OF THE ROYAL OAKS SECTION I SECURITY GUARD SPECIAL TAXING DISTRICT LOCATED ENTIRELY WITHIN THE CITY; AUTHORIZING THE TOWN MANAGER AND TOWN**

ATTORNEY TO TAKE NECESSARY MEASURES TO IMPLEMENT THE RESOLUTION; PROVIDING FOR INSTRUCTIONS TO THE TOWN CLERK; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)

E.A RESOLUTION OF THE TOWN COUNCIL THE TOWN OF MIAMI LAKES RATIFYING AND ACCEPTING RESOLUTIONS PASSED BY MIAMI-DADE COUNTY APPROVING EXECUTION OF INTERLOCAL AGREEMENTS AND CALLING FOR A SPECIAL ELECTION NECESSARY FOR THE TRANSFER OF CONTROL, FROM MIAMI-DADE COUNTY TO THE TOWN OF MIAMI LAKES, OF THE LAKE PATRICIA MULTIPURPOSE MAINTENANCE SPECIAL TAXING DISTRICT LOCATED ENTIRELY WITHIN THE CITY; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO TAKE NECESSARY MEASURES TO IMPLEMENT THE RESOLUTION; PROVIDING FOR INSTRUCTIONS TO THE TOWN CLERK; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)

F.A RESOLUTION OF THE TOWN COUNCIL THE TOWN OF MIAMI LAKES RATIFYING AND ACCEPTING RESOLUTIONS PASSED BY MIAMI-DADE COUNTY APPROVING EXECUTION OF INTERLOCAL AGREEMENTS AND CALLING FOR A SPECIAL ELECTION NECESSARY FOR THE TRANSFER OF CONTROL, FROM MIAMI-DADE COUNTY TO THE TOWN OF MIAMI LAKES, OF THE MIAMI LAKES SECTION ONE SECURITY GUARD SPECIAL TAXING DISTRICT LOCATED ENTIRELY WITHIN THE CITY; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO TAKE NECESSARY MEASURES TO IMPLEMENT THE RESOLUTION; PROVIDING INSTRUCTION TO THE TOWN CLERK; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)

11. ORDINANCES-FIRST READING:

- A. AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING SECTION 2.52 OF THE CODE TITLED SALARY AND BENEFITS OF MAYOR; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)
- B. AN ORDINANCE OF THE TOWN OF MIAMI LAKES FLORIDA, RELATING TO ELECTIONS; AMENDING SECTION 10.21 OF THE CODE OF TOWN ORDINANCES TO PROVIDE NEW QUALIFYING DATES FOR TOWN ELECTIONS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE. (Gastesi)

12. RESOLUTIONS:

- A. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA APPROVING A FIRST AMENDMENT TO DEVELOPMENT AGREEMENT AMONG F71-1, LLC, F69-1, LLC,

**LENNAR HOMES, LLC, AND THE TOWN OF MIAMI LAKES;  
PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR  
AUTHORIZATION; PROVIDING FOR EXECUTION; AND PROVIDING  
FOR AN EFFECTIVE DATE (Gastesi)**

**B. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF  
MIAMI LAKES, FLORIDA, APPROVING THE COMPLETE STREETS  
PROGRAM; AUTHORIZING THE TOWN MANAGER TO IMPLEMENT  
THE COMPLETE STREETS PROGRAM; PROVIDING FOR  
INCORPORATION OF RECITALS, AND PROVIDING FOR AN  
EFFECTIVE DATE. (Rey)**

**13. NEW BUSINESS:**

**A. Traffic Improvements (Rodriguez)**

**B. Neighborhood Matching Grant (Collazo)**

**C. Opposition of the Year-Round Standard Time (Rodriguez)**

**\*This item requires the waiver of Section 7.2 of the Special Rules of  
Order.**

**\*This item requires the waiver of Section 7.3 of the Special Rules of  
Order.**

**D. Older American Act Funding and Elderly Affairs Programming (Collazo)**

**E. Mobility Fee (Collazo)**

**14. MAYOR AND COUNCILMEMBER REPORTS:**

**A. 154th and 170th Bridges (Cid)**

**B. Florida State Parks: I-75 Landbridge (Cid and Rodriguez)**

**<https://www.floridastateparks.org/trail/Cross-Land-Bridge>**

**15. MANAGER'S REPORT:**

**A. January Council Meeting Date**

**16. ATTORNEY'S REPORT:**

**A. Attorney Reports on Pending Litigation (Gastesi)**

**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](http://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**

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**To:** Honorable Mayor and Councilmembers  
**From:** Gina M. Inguanzo, Town Clerk  
**Subject:** Approval of Minutes  
**Date:** 12/5/2017

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### **Recommendation:**

Approval of Minutes

- November 7, 2017 Regular Council Meeting
- November 15, 2017 Special Call Meeting

### **ATTACHMENTS:**

Description

November 7, 2017 Regular Council Meeting

November 15, 2017 Special Call Meeting

**MINUTES**  
**Regular Council Meeting**  
**November 7, 2017**  
**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 6:40 p.m.

**2. ROLL CALL:**

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

**3. MOMENT OF SILENCE:**

Ismael Diaz, Chief Financial Officer, led the invocation.

**4. PLEDGE OF ALLEGIANCE:**

Girl Scouts of Miami Lakes, Troop 902, led the Pledge of Allegiance.

**5. SPECIAL PRESENTATIONS:**

Michael Uspensky was recognized for his great achievements as a High School football coach at Hialeah-Miami Lakes High School.

**6. ELECTION OF VICE MAYOR:**

The Town Clerk, Gina Inguanzo, explained the election of Vice Mayor, in accordance to section 2.2(b) of the Town Charter. The Mayor and Councilmembers submitted their ballots, thereby casting their vote for Vice Mayor. Councilmember Frank Mingo received 7 nominations. Thus, Councilmember Frank Mingo became the new Vice Mayor.

**7. PUBLIC COMMENTS:**

Neill Robinson came before the Town Council respectfully requesting the support of the entire Town Council to organize a unity breakfast on Martin Luther King Day in Town Hall.

Esther Colon came before the Town Council to respectfully ask that the resolution, under item 14B, be deferred until the December 5<sup>th</sup> Regular Council Meeting due to the amendment of Ordinance 12-144. She also asked that a forum be held to discuss the Optimist park report, or it be placed on a referendum.

Brian Hoadley, President of the Miami Lakes Optimist Club, came before the Town Council to respectfully request that item 17C be moved up in the Agenda since the students attending had a game starting at 7:30 p.m.

Alex Castroman came before the Town Council to speak on behalf of the Optimist Club of Miami Lakes regarding Eastbay, a Sporting Good Company, willing to offer funding and partner with the Town to start renovations.

Mirtha Mendez came before the Town Council to speak against the item 17C regarding the borrowing of funds.

Luis Arrojas came before the Town Council to speak on the Optimist Park.

Claudia Lucas came before the Town Council to speak on the Veteran's Day parade and recognize the staff and Veteran's Day Committee for their wonderful work.

Carol Wylie came before the Town Council to speak on item 12A; the Land Development Code.

Lynn Matos came before the Town Council on behalf of the Youth Activities Task Force to thank the staff and police on their support during the Halloween event.

Former Mayor, Wayne Slaton came before the Town Council to speak in favor of the Optimist park renovations.

Jim Hamilton came before the Town Council to speak on item 17C, the Optimist park report.

David DeVarona came before the Town Council to speak on the Optimist park report.

Luis Martinez came before the Town Council to speak on item 12A and encouraged the Town Council to revisit the item.

Mayor Cid closed public comments.

## **8. ORDER OF BUSINESS (DEFERRALS/ADDITIONS/DELETIONS):**

Mayor Cid added item 16B, a report on the Miami-Dade School Board, a new business item regarding the Cultural Affairs Committee and moved up item 17C to after the Consent

Calendar. Councilmember Mestre moved the approve the new Order of Business. Councilmember Rodriguez seconded the motion, and all were in favor.

## **9. APPOINTMENTS:**

Rodrigo Lozano was appointed to the Cultural Affairs Committee, nominated by Councilmember Luis Collazo.

Eddie Blanco was appointed to the Neighborhood Improvement Committee, nominated by Councilmember Ceasar Mestre.

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

## **10. COMMITTEE REPORTS:**

There were no Committee Reports for the month of November.

## **11. CONSENT CALENDAR:**

### **A. Approval of Minutes**

- October 3, 2017      Regular Council Minutes
- October 12, 2017    Design Aesthetics Workshop Minutes
- October 18, 2017    Special Call Minutes
- October 19, 2017    Town Manager Selection Workshop Minutes
- October 24, 2017    Sunshine Meeting Minutes

Approved on Consent.

- B. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, TO APPROVE AN AGREEMENT WITH BEEFREE AND THE TOWN OF MIAMI LAKES FOR ON-DEMAND TRANSPORTATION SERVICES, AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. (Rey)

Approved on Consent.

## **12. ORDINANCES- FIRST READING:**

- A. AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, RELATING TO ARCHITECTURAL DESIGN STANDARDS; AMENDING CHAPTER 13, LAND DEVELOPMENT CODE; OF ARTICLE III, AMENDING SECTION 13-304(H) AND CREATING SECTION 13-311,



ENTITLED, “DESIGN AND ARCHITECTURAL STANDARDS,” TO ESTABLISH DESIGN AND ARCHITECTURAL REVIEW STANDARDS FOR MULTIFAMILY RESIDENTIAL AND NONRESIDENTIAL DEVELOPMENT; PROVIDING FOR INCLUSION INTO THE CODE; PROVIDING FOR ORDINANCES IN CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE. (Mestre)

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

Councilmember Daubert motioned to approve the ordinance in first reading and Councilmember Mestre seconded the motion. The Town Clerk, Gina Inguanzo, called the roll and all were in favor.

- B. AN ORDINANCE OF THE TOWN OF MIAMI LAKES FLORIDA, RELATING TO ELECTIONS; AMENDING ORDINANCE NO 12-144 TO PROVIDE NEW QUALIFYING DATES FOR TOWN ELECTIONS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

The Town Attorney, Raul Gastesi, read the title of the Ordinance into the record and answered questions posed by the Town Council.

Vice Mayor Mingo made a motion to waive the rules and open the public comments section of the meeting. Councilmember Mestre seconded the motion, and all were in favor.

Esther Colon came before the Town Council to speak on the ordinance and recommend that the Town Council consider the transparency of the qualify dates and publication dates of the elections.

The Town Clerk, Gina Inguanzo, explained what the Ordinance states regarding the qualifying dates of regular and special elections.

After some discussion, the Town Manager suggested deferring item 12B and bringing the item to first reading with discussed changes at a later date. Councilmember Mestre made a motion to defer the ordinance in first reading. Councilmember Daubert seconded the motion and all were in favor.

### **13. ORDINANCES- SECOND READING (PUBLIC HEARING):**

- A. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, RELATING TO CHAPTER 13, LAND DEVELOPMENT CODE, AMENDING SECTIONS 13-870 AND 13-881, RELATING TO DEVELOPMENT APPROVAL PROCEDURES FOR BUILDING HEIGHTS EXCEEDING FIVE (5) STORIES IN THE TC, TOWN CENTER DISTRICT, REQUIRING SUCH DEVELOPMENT REQUESTS BE SUBJECT TO

TOWN COUNCIL CONSIDERATION; PROVIDING FOR INCLUSION INTO THE CODE; PROVIDING FOR ORDINANCES IN CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE. (Cid & Collazo)

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

Mayor Cid opened the public hearing.

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

Planning Director, Darby Delsalle, presented the ordinance and answered questions posed by the Town Council.

Councilmember Collazo made a motion to approve the ordinance in second reading and Councilmember Daubert seconded the motion. The Town Clerk, Gina Inganzo, called the roll and all were in favor.

- B. AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING ORDINANCE NO. 16-197, AS AMENDED BY ORDINANCE 17-199; AMENDING THE TOWN'S FISCAL YEAR 2016-2017 BUDGET; CREATING A DISASTER FUND; PROVIDING FOR EXPENDITURE OF FUNDS; PROVIDING FOR AMENDMENTS; PROVIDING FOR CONFLICTS; AUTHORIZING THE TOWN MANAGER TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THIS ORDINANCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)

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

The Town Manager, Alex Rey, presented item 13B and answered questions posed by the Town Council.

Councilmember Mestre motioned to approve the ordinance in second reading and Councilmember Rodriguez seconded the motion. The Town Clerk, Gina Inganzo, called the roll and the ordinance was adopted 7-0.

#### **14. RESOLUTIONS:**

- A. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, ADOPTING AND TRANSMITTING TO THE MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS, PURSUANT TO MIAMI-DADE COUNTY ORDINANCE NO. 16-138, THE TOWN'S FINAL LEGISLATIVE FINDINGS OF THE MATTER REGARDING THE PRACTICALITY OF PROVIDING WORKFORCE HOUSING WITHIN THE TOWN'S TERRITORIAL JURISDICTION, AND TRANSMITTING TO THE COUNTY THE TOWN'S

INTENT TO OPT OUT OF THE WORKFORCE HOUSING DEVELOPMENT PROGRAM DUE TO THE LACK OF AVAILABILITY AND THE HIGH VALUE OF VACANT LAND AND REDEVELOPMENT SITES; PROVIDING FOR AN INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.(Rey)

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

Planning Director, Darby Delsalle, presented item 14A and answered questions posed by the Town Council.

Councilmember Daubert motioned to approve item 14A and Councilmember Rodriguez seconded the motion. The Town Clerk, Gina Inguanzo, called the roll and all were in favor.

- B. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, SCHEDULING A SPECIAL ELECTION ON AUGUST 28, 2018 IN ACCORDANCE WITH THE TOWN CHARTER; SETTING QUALIFYING DATES AUTHORIZNG THE TOWN MANAGER, TOWN CLERK AND TOWN ATTORNEY TO TAKE ANY NECESSARY ACTION; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

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

Councilmember Mestre motioned to defer item 14B and Councilmember Daubert seconded the motion. The Town Clerk, Gina Inguanzo, called the roll and all were in favor.

- C. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, TO APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN SPIN, A BIKE SHARING COMPANY AND THE TOWN OF MIAMI LAKES, AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE MEMORANDUM OF UNDERSTANDING; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. (Cid/Rey)

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

Councilmember Daubert made a motion to approve item 14C and Councilmember Collazo seconded the motion. The Town Clerk, Gina Inguanzo, called the roll and all were in favor.

## **15. NEW BUSINESS:**

### **A. Flooding Mitigation (Cid)**

Mayor Cid made a motion directing staff to consider flooding mitigation standards and to look into the finalization of the storm water master plan. Councilmember Daubert seconded the motion and all were in favor.

### **B. Permitting and Notification Requirements (Daubert)**

Councilmember Daubert made a motion directing Town staff to look into notification requirements that contractors must submit regarding any issues in which they may be at fault. Councilmember Daubert also stated that contractors be fined should they not submit a notification in proper time. Councilmember Mestre seconded the motion, and all were in favor.

### **C. 5<sup>th</sup> Annual Toy Drive (Daubert)**

Councilmember Daubert withdrew item 15C, stated under the new Order of Business.

### **D. Event for Martin Luther King Day (Cid)**

This item was added as a New Business Item. Councilmember Daubert motioned to approve the addition of item 15D. Councilmember Collazo seconded the motion, and all were in favor. As part of the New Business Item, the Cultural Affairs Committee asked the Town Council to approve a unity breakfast on Martin Luther King Day and utilize Town Hall's facility for the event. Councilmember Daubert moved to approve item 15D. Councilmember Collazo seconded the motion, and all were in favor.

## **16. MAYOR AND COUNCILMEMBER REPORTS:**

### **A. MDX Interchange**

Councilmember Daubert made a motion to waive the rules and to add item 16B. Councilmember Collazo seconded the motion, and all were in favor. Mayor Cid reported on a meeting he had with Representative Manny Diaz, the Town Manager and MDX staff regarding the addition of 87<sup>th</sup> avenue extension onto I-75 as part of their plan without adding additional dollars. The Mayor also reported on 67<sup>th</sup> Avenue, which the Town Manager is currently working with MDX and HOA members to ensure that the sound wall will be breaking ground soon.

### **B. Parcel in Royal Oaks Park**

Mayor Cid gave a report on the transfer of a parcel located at Royal Oaks Park. Mayor Cid explained that he sent a letter to the Miami-Dade School Board and once it was categorically rejected, he set a meeting with the regions superintendent and their maintenance and facilities team. The Mayor stated that Tony Lopez, the Town Manager and himself met with the School Region Superintendent and staff members to work on a use agreement. Mayor Cid explained that the agreements will come to the Town Council for their review and approval.

## **17. MANAGER'S REPORT:**

A. SB -574 Tree and Timber Trimming, Removal and Harvesting

The Town Manager, Alex Rey, reported on item 17A and suggested that the Town's Lobbyist firm should lobby against the Bill 574 Tree and Timber Trimming. Mayor Cid motioned to approve the suggestion of the Town Manager. Councilmember Mestre seconded the motion, and all were in favor.

B. Mayoral Compensation

Mayor Cid recused himself from this item.

Town Manager, Alex Rey, explained and answered questions posed by the Town Council regarding Mayoral Compensation. Councilmember Rodriguez motioned to change the CPI effective upon the ordinance approval. Councilmember Mestre seconded the motion, and all were in favor.

C. Optimist Park Report

Town Manager, Alex Rey, reported on item 17C stating that the envisioned activities at the Optimist Park have a preliminary cost of \$4 million and should there be a decision to move forward with the reconfiguration of the fields, the cost would amount to \$2.8 million. The \$1.2 million dollars remaining would be used for 'a la carte' remodeling such as additional parking, the airnasium, or tennis and basketball courts.

The Town Manager also stated that a small amount of these reserves was used for the recovery of hurricane Irma and so asked for direction from the Town Council, to reduce cost, to pursue three different items with the objective that when the design of the Optimist park is finalized; a decision to complete the project can be formed. First, to put a bid out for an electrical contractor that specializes in field lighting to package the savings to be generated from LED lights to other durable lighting. Second, inputting a cell tower in the north end of the park. And lastly, the option to execute an agreement with the private sector to fund a portion of the development involving one of the fields for softball.

Councilmember Mestre made a motion approving that the Town Manager, Alex Rey, pursue with the 3 recommendations discussed and to discuss the balance at a later time. During discussion, Councilmember Collazo suggested for this item to be workshopped, once the Town Manager does his due diligence, gets feedback and gets the actual net number, in order to discuss the three agreements that have been researched. Councilmember Rodriguez seconded the motion and all were in favor.

**18. ATTORNEY'S REPORT:**

A. Attorney Reports on Pending Litigation

The Town Attorney, Raul Gastesi, reported on the former Mayor's lawsuit and stated that he will be filing another motion to dismiss the lawsuit which lacks merit.

**19. ADJOURNMENT:**

There being no further business to come before the Council, the meeting adjourned at 10:08 p.m.

Approved on this 5<sup>th</sup> day of December 2017.

Attest:

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Manny Cid, Mayor

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Gina M. Inguanzo, Town Clerk

**MINUTES**  
**Special Call Meeting**  
**November 15, 2017**  
**4:30 P.M.**  
**Council Chambers**  
**6601 Main Street**  
**Miami Lakes, Florida 33014**

**1. CALL TO ORDER:**

Mayor Cid called the meeting to order at 4:42 p.m.

**2. ROLL CALL:**

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

**3. PLEDGE OF ALLEGIANCE:**

Councilmember Tim Daubert led the Pledge of Allegiance.

**4. MOMENT OF SILENCE:**

Assistant Town Attorney, Lorenzo Cobiella, led the invocation.

**5. PUBLIC COMMENTS:**

Mirtha Mendez came before the Town Council to speak on the time of the Special Call meeting and lack of transparency to bring for discussion regarding item 6A.

Dr. David Bennett came before the Town Council to speak on the time of the Special Call meeting.

**6. ITEMS FOR DISCUSSION:**

- A. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA APPROVING A FIRST AMENDMENT TO DEVELOPMENT AGREEMENT AMONG F71-1, LLC, F69-1, LLC, LENNAR HOMES, LLC, AND THE TOWN OF MIAMI LAKES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE (Gastesi)

The Town Attorney, Raul Gastesi, read the title of the resolution into the record and answered questions posed by the Town Council.

Attorney Nancy Stroud explained item 6A and answered questions posed by the Town Council.

Attorney Melissa Tapanes answered questions posed by the Town Council.

Attorney Haydee Serra answered questions posed by the Town Council.

Vice Mayor Mingo motioned to approve item 6A and Councilmember Rodriguez seconded the motion. The Town Clerk, Gina Inguanzo, called the roll and all were in favor.

- B. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AUTHORIZING THE TOWN MANAGER TO ISSUE A WORK ORDER TO HW LOCHNER UNDER CONTRACT 2017-32HL; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; MODIFYING BUDGETED LINE ITEMS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE WORK ORDER; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)

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

The Town Manager, Alex Rey, explained item 6B and answered questions posed by the Town Council.

Councilmember Daubert motioned to open public comments. Councilmember Ruano seconded the motion and all were in favor.

Dr. David Bennett came before the Town Council to speak on the importance of the traffic synchro files be made available for the public for outside analysis.

Mayor Cid closed public comments.

Councilmember Daubert motioned to approve item 6B and Vice Mayor Mingo seconded the motion. The Town Clerk, Gina Inguanzo, called the roll and all were in favor.



**7. ADJOURMENT:**

There being no further business to come before the Council, the meeting adjourned at 5:19 p.m.

Approved this 5<sup>th</sup> day of December 2017.

---

Manny Cid  
Mayor

Attest:

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Gina M. Inguanzo  
Town Clerk



## **Town of Miami Lakes Memorandum**

---

**To:** Honorable Mayor and Councilmembers  
**From:** Alex Rey, Town Manager  
**Subject:** Approval of the Local Funding Agreement between Town of Miami Lakes and the Florida Department of Transportation for the Design of the NW 146th Street and NW 159h Street Underpasses  
**Date:** 12/5/2017

---

### **Recommendation:**

It is recommended that the Town Council authorize the Town Manager to enter into a Local Funding Agreement (LFA) with the Florida Department of Transportation (FDOT) for the design of the NW 146th Street and NW 159th Street Underpasses for an amount not to exceed \$555,000.

This project will be funded from the Town's mobility fee and People's Transportation Funding.

### **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 create two new east-west connections through the Palmetto Expressway to enhance connectivity within the Town and to alleviate traffic congestion on NW 154th Street.

Following the adoption of Resolution 15-1330, Town staff scheduled several meetings with FDOT to discuss the potential of having these two connections included as part of the plans in FDOT's future SR 826/Palmetto Express Lanes project. During the coordination efforts, it was agreed that FDOT would pay for the elevation of the Palmetto Expressway from north of NW 138th Street to bend of the C-8 Canal (near NW 163rd Street) to accommodate the underpasses and the Town would pay for the design and construction for the roadway connection necessary to connect them. Currently, the Town only has one main corridor, NW 154th Street that provides east-west connectivity. This corridor during peak hour periods is failing to meet the level of service standards set by the County and is experiencing heavy congestion. The creation of these two underpasses are vital to the Town, because they will assist with the distribution of traffic flow and provide three east-west connections within the Town, thus alleviating traffic on NW 154th Street.

In addition to the inclusion of the Palmetto underpasses, the Town worked with FDOT to include the construction of a shared-use path trail along NW 77th Avenue from NW 67th Avenue to NW 154th Street in the plans for the SR 826/Palmetto Express Lanes project. The construction of this shared-use path will

complete a trail segment identified in the Town's Greenways and Trails Master Plan and will create a safe facility for pedestrian and bicyclists to enjoy for either recreational use or as an alternative mode of transportation that will connect them to both sides of Town. FDOT agreed to construct the shared-use path, if the Town would split 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.

Approval of the LFA between the Town and FDOT is necessary, in order to transfer funds to FDOT to move forward with the design and to stay on track with the project schedule. The total proposed cost for the design for both efforts is approximately \$515,000, with a contingency authority of \$40,000, if it is needed. The breakout of the total cost is as follows:

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

The FDOT SR 826/Palmetto Express Lanes project is currently at 60% design and construction is expected to begin construction April 2022. The construction cost for both underpasses is estimated to about \$7.5 million. The Town is pursuing funding opportunities with the County and the State for the construction.

The attached exhibit is a copy of the boiler plate agreement between FDOT and the Town of Miami Lakes. Please note FDOT staff is still working on finalizing the agreement to include project specific details. The final agreement will not differ much from what is shown on the boiler plate agreement.

#### **ATTACHMENTS:**

Description

**LFA Boilerplate**

**Resolution**

## **LOCALLY FUNDED AGREEMENT**

**THIS LOCALLY FUNDED AGREEMENT** (hereinafter ‘Agreement’) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between the **CITY/COUNTY**, a municipal corporation of the State of Florida, hereinafter referred to as the ‘CITY/COUNTY’, and the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION** a component agency of the State of Florida, hereinafter referred to as the ‘DEPARTMENT’.

### **RECITALS:**

**WHEREAS**, the CITY/COUNTY has jurisdiction over and maintains State Road (S.R.) XXX corridor within the corporate limits of the CITY/COUNTY; and

**WHEREAS**, the CITY/COUNTY has requested the DEPARTMENT to install or cause to be installed patterned textured pavement crosswalks (which include concrete curb ramps, curb and gutter, brick pavers, conduit, pull boxes, loop detectors, loop assemblies, pedestrian countdown signals, pedestrian detectors, and pedestrian crossing signs) to various intersections along S.R. XXX from XX to XX; and

**WHEREAS**, the DEPARTMENT has agreed to install or cause to be installed patterned textured pavement crosswalks to various intersections along S.R. XXX from XX to XX, subject to the terms and conditions detailed in this Agreement; and

**WHEREAS**, the CITY/COUNTY shall fund the increased costs, under financial project number XXXXXX-X-XX-XX, associated with the installation of the patterned textured pavement crosswalks on S.R. XXX, from XX to XX, hereinafter collectively called the ‘PROJECT’, and as detailed in the attached Exhibit “A”, “Scope of Services”, which is herein incorporated by reference; and

**WHEREAS**, the parties are authorized to enter into this Agreement pursuant to **Sections 334.044(7) and 339.12 (2006), Florida Statutes**, and authorize its officers to do so.

**NOW, THEREFORE,** in consideration of the premises, the mutual covenants and other valuable considerations contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Recitals.** The Recitals to this Agreement are true and correct and are incorporated herein by reference and made a part hereof.

**2. General Requirements**

(a) A true and correct copy of the Resolution of the CITY/COUNTY Commission approving this Agreement is attached hereto as Exhibit "C", 'CITY/COUNTY RESOLUTION', and is incorporated herein by reference.

(b) E-Verify:

The CITY/TOWN/Contractors or Vendors shall:

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

**(Executive Order Number 2011-02)**

The CITY/TOWN shall insert the above clause into any contract entered into by the CITY/TOWN with vendors or contractors hired by the CITY/TOWN for purposes of performing its duties under this Agreement.

- (c) The DEPARTMENT will administer and construct the PROJECT in accordance with the signed and sealed PROJECT plans and as detailed in the attached Exhibit “A”, ‘Scope of Services’. The DEPARTMENT will complete the PROJECT utilizing the funds provided by the CITY/COUNTY.
- (d) The CITY/COUNTY will provide funding to the DEPARTMENT, in the aggregate amount of ONE HUNDRED SIXTY THOUSAND DOLLARS (\$160,000.00), for the PROJECT, subject further to the provisions in Section 3 of this Agreement and as outlined in the attachment Exhibit “B”, “Financial Summary”, which is herein incorporated by reference.
- (e) The DEPARTMENT Contractor will not commence work on the PROJECT until CITY/COUNTY funding for the PROJECT is on deposit with the DEPARTMENT.
- (f) Upon the receipt, authorization and encumbrance of funding received from the CITY/COUNTY as a result of this Agreement, the DEPARTMENT Contractor will commence work on the PROJECT.

### **3. Financial Provisions.**

- (a) The CITY/COUNTY agrees that it will, no later than thirty (30) calendar days after the DEPARTMENT’s execution of this Agreement, furnish the DEPARTMENT an advance deposit in the amount of DOLLARS (\$0.00) for full payment of the estimated PROJECT cost for Locally Funded project number 418238-6-52-02. The advance deposit shall be the total estimated PROJECT cost plus allowances. The DEPARTMENT may utilize this deposit for payment of the costs of the PROJECT.
- (b) If the accepted bid amount plus allowances is in excess of the advance deposit amount, the CITY/COUNTY will provide an additional deposit within fourteen (14) calendar

days of notification from the DEPARTMENT or prior to posting of the accepted bid, whichever is earlier, so that the total deposit is equal to the bid amount plus allowances. The DEPARTMENT will notify the CITY/COUNTY as soon as it becomes apparent the accepted bid amount, plus allowances, is in excess of the advance deposit amount. However, failure of the DEPARTMENT to so notify the CITY/COUNTY shall not relieve the CITY/COUNTY from its obligation to pay for its full participation on final accounting as provided herein below. If the CITY/COUNTY cannot provide the additional deposit within fourteen (14) days, a letter must be submitted to and approved by the DEPARTMENT's project manager indicating when the deposit will be made. The CITY/COUNTY understands the request and approval of the additional time could delay the PROJECT, and additional costs may be incurred due to a delay of the PROJECT.

- (c) If accepted bid amount plus allowances is less than the advance deposit amount, the DEPARTMENT will refund the amount that the advance deposit exceeds the bid amount plus allowances if such refund is requested by the CITY/COUNTY in writing.
- (d) Should PROJECT modifications or changes to bid items occur that increase the CITY/COUNTY's share of total PROJECT costs, the CITY/COUNTY will be notified by the DEPARTMENT accordingly. The CITY/COUNTY agrees to provide, without delay, in advance of additional work being performed, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund its share of the PROJECT. The DEPARTMENT shall notify the CITY/COUNTY as soon as it becomes apparent the actual costs will overrun the award amount. However, failure of the DEPARTMENT to so notify the CITY/COUNTY shall not relieve the

CITY/COUNTY from its obligation to pay for its full participation during the PROJECT and on final accounting as provided herein below. Funds due from the CITY/COUNTY during the PROJECT not paid within forty (40) calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to **Section 55.03, Florida Statutes (F.S.)**.

- (e) The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred and sixty (360) days of final payment to the Contractor. The DEPARTMENT considers the PROJECT complete when final payment has been made to the Contractor, not when the construction work is complete. All PROJECT cost records and accounts shall be subject to audit by a representative of the CITY/COUNTY for a period of three (3) years after final close out of the PROJECT. The CITY/COUNTY will be notified of the final cost. Both parties agree that in the event final accounting of total PROJECT costs pursuant to the terms of this agreement is less than the total deposit to date, a refund of the excess will be made by the DEPARTMENT to the CITY/COUNTY. If the final accounting is not performed within three hundred and sixty (360) days, the CITY/COUNTY is not relieved from its obligation to pay.
- (f) In the event the final accounting of total PROJECT costs is greater than the total deposits to date, the CITY/COUNTY will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The CITY/COUNTY agrees to pay interest at a rate as established pursuant to **Section 55.03, F.S.**, on any invoice not paid within forty (40) calendar days until the invoice is paid.



(g) The payment of funds under this Locally Funded Agreement will be made directly to the DEPARTMENT for deposit and as provided in the attached **Three Party Escrow Agreement** between the CITY/COUNTY, Department and the State of Florida, Department of Financial Services, Division of Treasury.

(h) Nothing in this Agreement shall be construed to violate the provisions of Section 339.135(6)(a), Florida Statutes, which provides as follows:

“The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.”

**4. Effective Date of this Agreement.** This Agreement shall become effective upon execution by the CITY/COUNTY and the DEPARTMENT and as of the date set forth on page one (1) hereof.

5. **Provisions Separable.** The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.
6. **Amendment of Agreement.** This Agreement may only be amended by mutual agreement of the DEPARTMENT and the CITY/COUNTY, expressed in writing and executed and delivered by each.
7. **Notices.** All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received when delivered (personally, by courier service such as Federal Express, or by other messenger) against receipt or upon actual receipt of registered or certified mail, postage prepaid, return receipt requested, addressed as set forth below:
- (a) If to the CITY/COUNTY:
- Attention:
- (b) If to the DEPARTMENT: Florida Department of Transportation  
1000 NW 111 Avenue, Room 6202B  
Miami, Florida 33172  
Attention: Pablo Valin, Senior Contract Analyst
- Any party may alter the address to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this paragraph for the giving of notice.
8. **Entire Agreement.** This Agreement, including its attached Exhibits, contain the sole and entire Agreement between the parties with respect to such subject matter and supersede any and all other prior written or oral agreements between them with respect to such subject matter.

9. **Binding Effect.** This Agreement shall be binding upon the parties and their respective representatives, successors and assigns.
10. **Waiver.** Waiver by either party of any breach of any provision of this Agreement shall not be considered as or constitute a continuing waiver or a waiver of any other breach of the same or any other provision of this Agreement.
11. **Captions.** The captions contained in this Agreement are inserted only as a matter of convenience or reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any of its provisions.
12. **Absence of Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to (a) confer upon any entity or person other than the parties and their permitted successors and assigns any rights or remedies under or by reason of this Agreement as a third party beneficiary or otherwise except as specifically provided in this Agreement; or (b) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement.
13. **Other Documents.** The parties shall take all such actions and execute all such documents which may be reasonably necessary to carry out the purposes of this Agreement, whether or not specifically provided for in this Agreement; provided that the parties further acknowledge that certain additional actions by the CITY/COUNTY may require approval by the CITY/COUNTY **Commission/Council**, and, to the extent such approval is required by applicable law, obtaining such approval shall be a condition to the obligations of the CITY/COUNTY under this Section.
14. **Governing Law.** This Agreement and the interpretation of its terms shall be governed by the laws of the State of Florida, without application of conflicts of law principles. Venue for any

judicial, administrative or other action to enforce or construe any term of this Agreement or arising from or relating to this Agreement shall lie exclusively in Miami-Dade County, Florida.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the day and year first above written, the CITY/COUNTY, signing by and through its CITY/COUNTY Manager, and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, signing by and through its District Secretary, each duly authorized to execute same.

**CITY/COUNTY:**

**STATE OF FLORIDA,  
DEPARTMENT OF TRANSPORTATION:**

**BY:** \_\_\_\_\_  
**CITY/COUNTY MAYOR**

**BY:** \_\_\_\_\_  
**DISTRICT SECRETARY**

**ATTEST:** \_\_\_\_\_  
**(SEAL) CITY/COUNTY CLERK**

**ATTEST:** \_\_\_\_\_  
**(SEAL) EXECUTIVE SECRETARY**

**LEGAL REVIEW:**

\_\_\_\_\_  
**CITY/COUNTY ATTORNEY**

\_\_\_\_\_  
**DISTRICT CHIEF COUNSEL**

## **EXHIBIT ‘A’**

### **SCOPE OF SERVICES**

The PROJECT work consists of constructing pedestrian improvements consisting of patterned textured pavements crosswalks (patterned pavements crosswalks include concrete curb ramps, curb and gutter, brick pavers, conduit, pull boxes, loop detectors, pedestrian countdown signals, pedestrian detectors, and pedestrian crossing signs) installations at various intersections along 41<sup>st</sup> Street from Chase Avenue to Pine Tree Drive in the CITY/COUNTY. The PROJECT is further defined in Attachment “A1”, PROJECT plans (incorporated herein by reference). The CITY/COUNTY has requested that the patterned textured pavement crosswalks be of certain style that is consistent CITY/COUNTY wide and that been installed by the DEPARTMENT at other crosswalk locations. The crosswalk design will consist of a textured pavement pattern that is highly visible and safer for pedestrians.

PROJECT LIMITS: **S.R. XXX from XX to XX**

DEPARTMENT Financial Project Number: **XXXXXXX-X-XX-XX**

COUNTY: **Monroe/Miami-Dade**

DEPARTMENT Project Manager:

CITY/COUNTY Project Manager:

**EXHIBIT ‘B’**  
**FINANCIAL SUMMARY**

The DEPARTMENT’s Work Program allocates the following funding, programmed under Financial Project Number XXXXXX-X-XX-XX, for PROJECT completion:

<b><u>Fiscal Year:</u></b>	<b><u>Amount:</u></b>	<b><u>Fund Type:</u></b>
2008/2009	\$160,000.00	Local Funds (LF)

CITY/COUNTY FINANCIAL RESPONSIBILITY: \$ 160,000.00

Incorporated herein by reference is Exhibit “B1”, cost estimate.

**EXHIBIT ‘C’**

**CITY/COUNTY RESOLUTION**

To be attached hereto and incorporated herein once ratified by the CITY/COUNTY Council/Commission.

DRAFT

**RESOLUTION NO. 17- \_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA APPROVING A LOCAL FUNDING AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION; PROVIDING FOR IMPLEMENTATION; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on October 6, 2015, the Town Council approved Resolution No. 2015-1330, adopting 23 strategies including two new east-west connections through the Palmetto Expressway to enhance connectivity within the Town and to alleviate traffic congestion on N.W. 154<sup>th</sup> Street; and

**WHEREAS**, following the adoption of Resolution 2015-1330, the Town and the Florida Department of Transportation (FDOT) coordinated responsibilities for the creation of two new underpasses; and

**WHEREAS**, the Town will be responsible for the design of the new underpasses; and

**WHEREAS**, in order to move forward with the design and remain on track with the project, it is necessary to enter into a Local Funding Agreement with FDOT; and

**WHEREAS**, the total cost associated with the agreement is approximately \$515,000.00, with a contingency of \$40,000.00, if needed, for a total amount of \$565,000.00; and

**WHEREAS**, the Town finds that authorizing its Town Manager execute the Local Funding Agreement is in the best interest of the Town.

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



**Section 1. Recitals.** The foregoing Recitals are true and correct and incorporated herein by this reference.

**Section 2. Accept Agreement.** The Town Council hereby approves the Local Funding Agreement Draft, in substantially the same form as attached.

**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 Local Funding Agreement, in substantially the same form as attached.

**Section 4. Execution of the Agreement.** The Town Manager is authorized to execute the Local Funding Agreement, in substantially the same form with Florida Department of Transportation on behalf of the Town.

**Section 5. Authorization of Fund Expenditure.** The Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the Local Funding Agreement, in substantially the same form as attached.

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

**PASSED AND ADOPTED** this 5th day of December, 2017.

Motion to adopt by \_\_\_\_\_, second by \_\_\_\_\_.

FINAL VOTE AT ADOPTION

Mayor Manny Cid	_____
Vice Mayor Frank Mingo	_____
Councilmember Luis Collazo	_____
Councilmember Ceasar Mestre	_____
Councilmember Frank Mingo	_____
Councilmember Marilyn Ruano	_____
Councilmember Nelson Rodriguez	_____

\_\_\_\_\_  
Manny Cid  
MAYOR

Attest:

Approve as to Form and Legal Sufficiency

\_\_\_\_\_  
Gina Inguanzo  
TOWN CLERK

\_\_\_\_\_  
Raul Gastesi, P.A.  
TOWN ATTORNEY





## **Town of Miami Lakes Memorandum**

---

**To: Honorable Mayor and CouncilMembers**  
**From: Thomas Fossler, Town of Miami Lakes Procurement Manager**  
**Subject: Award of Contract for RFP 2018-02 Independent Auditing Services**  
**Date: 12/5/2017**

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### **Recommendation:**

The Evaluation Committee recommended that the Town Council authorize the Town Manager to execute a contract with Rodriguez Trueba & Company, CPA, PA ("RT&C") for Independent Auditing Services in an amount not to exceed \$250,000.00. This amount is comprised of RT&C's total price proposal of \$220,000.00, and a \$30,000.00 contingency in the event the Town requires OMB A-133 Single Audits or other additional services during the term of the contract. The initial term of the agreement is three (3) years with the option for the Town Manager to renew the contract for two (2) additional one-year periods.

### **Background:**

On October 6, 2017, the Town of Miami Lakes ("Town") issued RFP No. 2018-02 Independent Auditing Services to procure independent auditors for the purpose of conducting the Town's annual audit. The successful proposer will perform the annual examination of the Town's financial statements.

The minimum qualification requirements to submit a proposal under the RFP were to (1) be a licensed Certified Public Accounting Firms with a minimum of ten consecutive years providing auditing services as the firm's primary business function; (2) have completed at least two external government audits for two different Florida municipalities within the past five years as the primary contractor; (3) be independent from the Town of Miami Lakes, as defined by applicable law and regulations; and (4) dedicate key personnel that have successfully completed the number of required hours of continuing professional education for CPAs engaged in governmental auditing.

The RFP was advertised in the Miami Daily Business Review, posted on the Town website, Public Purchase, and DemandStar, and noticed in the Town Hall lobby. Procurement conducted a due diligence review including and background checks on the five proposal responses received. One response was disqualified from further review due to an incomplete Price Proposal.

In September of this year, the Town Council, via Resolution No. 17-1482, appointed the following individuals to serve on the Auditor Selection Committee (the "Committee"):

1. Alberto Aguiar, CPA,
2. Ramon Hospitalet
3. Jorge Barreto, CPA
4. Andre Teixeira, CPA

Ramon Hospitalet was unavailable to meet for the Evaluation Committee Meeting, and an alternate, Frank Diaz, was appointed to serve in his place.

The Committee met on November 17, 2017 to evaluate the proposals. The Committee evaluated the technical proposals based on the criteria and weights set forth in the solicitation to include Proposer's experience, qualifications and past performance, relevant experience, qualifications of key personnel and approach to providing the services. Price proposals were a weighted factor based on a 20-point scale for the total price of the initial three-year contract term. After discussion of the proposals to include firm qualifications and government experience, based on its review of the proposals, the Committee ranked the proposals as follows:

<b>Firm</b>	<b>Total Points</b>	<b>Ranking</b>
Rodriguez, Trueba & Co., CPA, PA ("RT&C")	383.6 Points	1
Alberni Caballero & Fierman, LLP ("ACF")	380.6 Points	2
Keefe McCullough	352.4 Points	3
S. Davis & Associates, PA	345.0 Points	4

The top-ranked Proposer, RT&C, is a local business with a vested and long-standing interest in the Town of Miami Lakes. The firm applied and qualified for local preference under the Town's Procurement Ordinance, 12-142 §13. Two of the firm's partners, Mariano Rodriguez and Juan Carlos Gonzalez, are residents of Miami Lakes and have been for more than 30 and 20 years respectively. RT&C has also had an office in Miami Lakes since 2003. RT&C will bring a unique perspective to the audit of Miami Lakes since they have extensive knowledge about the Town's history.

The Committee agreed that all of the firms were qualified to perform the services. The Committee's recommendation is that the Council award a contract to the top ranked firm, Rodriguez, Trueba & Co., however, that all firms ranked above are qualified and able to perform the services. Should the Town be unable to contract with Rodriguez, Trueba & Co., it is recommended the Council proceed to contract with the next highest-ranked firm until a contract is executed. All the firms ranked above comprise the Committee's recommended list of firms as required by Florida Statute 218.391.

Based on the above, the Committee recommends that the Town Council authorize the Town Manager to negotiate and award a term contract to one of the firms ranked above for Independent Auditing Services, beginning with number one ranked proposer Rodriguez, Trueba & Co. Should negotiations be unsuccessful with the number one proposer, the Town Manager may terminate negotiations and move forward with the next highest-ranked firm until an agreement is successfully negotiated.

#### **ATTACHMENTS:**

Description

Contract

RT&C Proposal

Resolution

# **PROFESSIONAL SERVICES AGREEMENT INDEPENDENT AUDITING SERVICES**

**Contract No. 2018-02**



**The Town of Miami Lakes Council:**

**Mayor Manny Cid  
Vice Mayor Nelson Rodriguez  
Councilmember Luis Collazo  
Councilmember Timothy Daubert  
Councilmember Caesar Mestre  
Councilmember Frank Mingo  
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 **2017** ("Agreement") by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and \_\_\_\_\_, hereinafter called the "Consultant", a limited liability partnership organized and existing under the laws of the State of Florida, having its principal office at \_\_\_\_\_.

### **RECITAL**

WHEREAS, The Town issued a Request for Proposals ("RFP") 2018-02 on October 6, 2017 for the provision of professional services for Independent Audit Services ("Services") and Consultant's proposal ("Proposal"), in response thereto, was selected as the most qualified for the provision of said Services. The RFP and the Proposal are sometimes referred to herein, collectively, as the Solicitation Documents, and are by this reference expressly incorporated into and made a part of this Agreement as if set forth in full;

WHEREAS, the Town, through action of the Town Manager and/or the Town Council, as applicable, has selected the Consultant in accordance with, Florida Statutes, and the applicable provisions of the Town Procurement Ordinance, to provide the professional services as described herein; and

WHEREAS, the Consultant has agreed to provide said professional services as fully described in Article II, Scope of Services, at the prices and rates provided for in Exhibit A.

WITNESSETH, that the Town and the Consultant, for the considerations herein set forth, agree as follows:

## **ARTICLE I. GENERAL TERMS AND CONDITIONS**

### **1.01 Definitions**

***Additional Services*** means any Services that increase, decrease, or otherwise modifies the Scope of Services.

***Attachments*** mean any Attachments to this Agreement which are expressly incorporated by reference and made a part of this Agreement as if set forth in full.

***Consultant*** means the individual, partnership, corporation, association, joint venture, or any combination thereof, which has entered into the Agreement to provide the professional services to the Town required by this Agreement.

***Deliverables*** mean all documentation and any items of any nature submitted by the Consultant to the Town's Project Manager for review and acceptance pursuant to the terms of this Agreement.

***Hourly Rates*** means the expense to Consultant and on an hourly rate basis for employees in the specified professions and job categories assigned to provide Services under this Agreement. Hourly rates are inclusive off all indirect expenses, cost, overhead, and margin.

***Procurement Manager*** means the Town's Procurement Manager whom is responsible for the management of the Agreement.

***Professional Services*** means those services within the scope of the practice of auditing, as defined by the laws of the State of Florida and the federal government, or those routinely and typically performed by any auditing firm in connection within its professional practice for the Services provided under this Agreement.

***Project Manager*** means an employee or representative of the Town designated by the Town Manager to manage the Services to be performed under this Agreement.

***Scope of Services or Services*** means the comprehensive description of the activities, tasks, design features, objectives, deliverables and milestones contained in this Agreement, which required for the completion of work performed by the Consultant, under this Agreement.

***Town Council*** means the legislative body of the Town of Miami Lakes.

***Town Manager*** means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.

***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 shall be deemed to have occurred pursuant to Town's authority as a governmental body and shall not be attributable in any manner to Town as a party to this Agreement. The Town of Miami Lakes shall be referred to herein as "Town". For the purposes of this Agreement, "Town" without modification shall mean the Town Manager.

***Work Order*** means a document issued by the Town authorizing the Consultant to perform Additional Services or authorizing the Consultant to proceed with an audit.

***Work Order Proposal*** means a document prepared by the Consultant, at the request of the Town, for Additional Services to be provided by the Consultant.

## **1.02 Incorporation of Recitals**

The foregoing Recitals are true and correct and are hereby incorporated herein by this reference.

### **1.03 Term**

The Agreement shall be effective upon its execution and shall continue for an initial term of three years commencing with the audit for fiscal year ending September 30, 2017. The Town, at its sole discretion may exercise up to two (2) options to renew ("OTR") for an additional one (1) year period each. The Agreement shall continue in full force and effect until all Services requested before the end of the term have been completed and the Town has issued final payment to the Consultant.

### **1.04 Order of Precedence**

Should a conflict exist between or among the provisions of, or the Attachments to the Agreement, the order of precedence shall be as follows: 1) these terms and conditions of the Agreement, 2) Attachments to the Agreement, 3) the Town's RFP No. 2016-46 and any associated addenda and attachments thereto, and 4) the Contractor's Proposal.

### **1.05 Notices**

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by registered or certified United States mail, return receipt requested, delivered personally, or delivered via e-mail addressed to the party for whom it is intended at the place/address last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice to or by the Procurement Manager. 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 Lakes, Florida 33014  
[reya@miamilakes-fl.gov](mailto:reya@miamilakes-fl.gov)

With a copy to:

Raul Gastesi  
at the same address as above  
[gastesi@gastesi.com](mailto:gastesi@gastesi.com)

Procurement  
at the same address as above  
[procurement@miamilakes-fl.gov](mailto:procurement@miamilakes-fl.gov)

**For Consultant:**

(TBD)

### **1.06 Compensation**

The amount of compensation payable by the Town to Consultant shall be in accordance with the Price Schedule established in Exhibit A; provided, however, that in no event shall the amount of compensation exceed \_\_\_\_\_ in total for the term of the contract, including extensions, unless explicitly approved by action of the Town Council or Town Manager as applicable and put into effect by written amendment to this Agreement.

The Town may elect to engage Consultant for Additional Services related to the Scope of Work provided for in this agreement. In such occurrences, Consultant will be compensated at the hourly rates as specified in Exhibit A. Additional Services shall be authorized at the sole discretion of the Town. Consultant will be paid for actual Work completed.

All Services undertaken by the Consultant before the Town's approval of this Agreement shall be at the Consultant's own risk and expense.

#### **1.07 Payments**

Consultant shall invoice the Town not more than once per month in accordance with the Price schedule contained in Exhibit A. Invoices that include payments based on hourly rates must identify the employee classification, hourly Wage Rate, and the number of hours worked per classification. All invoices must have a unique invoice number and include the Town's Contract Number and must be submitted to the Project Manager.

The Consultant shall attach to the invoice all supporting data for payments, including but not limited to, copies of payroll records or distribution, or other documentation acceptable to the Town that documents the costs incurred on an hourly rate.

All payments shall be made in accordance with the Florida Statute 218.74, which is also known as the Local Government Prompt Payment Act.

#### **1.08 Indemnification**

The Consultant shall 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 shall pay all claims and losses of any nature whatsoever in connection therewith and shall defend all project related suits, in the name of the Town when applicable, and shall 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 shall not be limited in any way by the agreed upon contract price, or the Consultant's limit of, or lack of, sufficient insurance protection and shall apply to the full extent that it is caused by the negligence, act, omission, recklessness or intentional wrongful conduct of the Consultants, its agents, servants, or representatives.

#### **1.09 Insurance**

The Consultant shall not start Services under this Agreement until the Consultant has obtained all insurance required hereunder and the Town has approved such insurance.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and satisfactory to the Town Manager. All companies shall have a Florida resident agent and be rated at least B as to management and Class V as to financial strength, as per A.M. Best Company's Best Insurance Guide, latest edition or its equivalent.

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

The Consultant shall furnish certificates of insurance to the Town Manager for review and approval prior to the execution of this Agreement. The Certificates shall 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 contract award to the Consultant. Consultant shall maintain coverage with equal or better rating as identified herein for the term of this Agreement. Consultant shall provide written notice to the Town Manager of any material change, cancellation and/or notice of non-renewal of the insurance within 30 days of the change. Consultant shall furnish a copy of the insurance policy or policies upon request of the Town Manager within ten (10) days of written request. The Certificate(s) of Insurance must include the Town's Agreement Number and Title.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor.

1.09-1 Commercial General Liability and Automobile Liability

The Consultant shall maintain commercial general liability coverage with limits of at least \$300,000 combines single limit per occurrence for bodily injury and property damage. The Town is to be listed as an additional insured with respect to this coverage. Notice of cancellation should read (30) days/ (10) days for nonpayment.

1.09-2 Business Automobile

The Consultant shall 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.

1.09-3 Professional Liability Insurance

The Consultant shall maintain Professional Liability Insurance in the minimum amount of \$300,000 per claim.

1.09-4 Worker's Compensation Insurance

The Consultant shall maintain Worker's Compensation Insurance in compliance with Florida Statutes, Chapter 440, as amended.

1.09-5 Additional Insured

The Town is to be specifically included as an Additional Insured under the Commercial General Liability and the Business Automobile. This must be reflected in the "Description of Operations" section of the Certificate of Insurance.

1.09-6 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 shall 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.

### **1.10 Performance**

The Contractor shall provide the Services described in Section II, Scope of Services, in a competent and professional manner satisfactory to the Town in accordance with the Agreement. The Town shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Consultant in all aspects of the Services.

The Consultant agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements of the Agreement.

The Consultant shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

### **1.11 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, or any Subconsultants or subcontractors, or any personnel of any such Subconsultants or subcontractors engaged by the Consultant to provide and perform Services pursuant to the requirements of this Agreement. All decisions involving personnel will be made by Consultant. Such request shall solely relate to said employees work under this Agreement.

Consultant shall defend, hold harmless and indemnify the Town and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder.

### **1.12 Consultant Key Staff**

The parties acknowledge that Consultant was selected by 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 shall ensure that Key Staff identified in Exhibit B are available for Services hereunder as long as said Key Staff is in Consultant's employ. Consultant will obtain prior written acceptance of Town Manager or designee to change Key Staff. Consultant shall provide the Town Manager with such information as necessary to determine the suitability of proposed new Key Staff. The Town Manager will act reasonably in evaluating Key Staff qualifications. Such acceptance shall not constitute any responsibility or liability for the individual's ability to perform.

### **1.13 Independent Consultant**

The Consultant is engaged as an independent business and agrees to perform Services as an independent consultant. In accordance with the status of an independent consultant, the Consultant covenants and agrees that the Consultant will conduct business in a manner consistent with that status, that the Consultant will not claim to be an officer or employee of the Town for any right or privilege applicable to an officer or employee of the Town, including,

but not limited to: worker's compensation coverage; unemployment insurance benefits; social security coverage; retirement membership, or credit.

#### **1.14 Subconsultants**

Consultant must directly provide all Services. No Subcontracting of the Services to be performed will be authorized by the Town.

#### **1.15 Authority of Town's Project Manager**

The Town Manager hereby authorizes the Project Manager to determine in the first instance, 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 Services, including without limitation, questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Agreement and questions as to the interpretation of the Services to be performed under the Agreement.

The Consultant shall be bound by all determinations or orders of the Project Manager and shall promptly respond to requests of the Project Manager, including the withdrawal or modification of any previous order, and regardless of whether the Consultant agrees with the Project Manager's determination or requests.

The Project Manager and the Town will not be responsible for the acts or omissions of the Consultant, or any of their agents or employees, or any other persons performing any of the Work.

#### **1.16 Assumptions, Parameters, Projections, Estimates and Explanations**

The Consultant understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the Town may be provided to the Consultant for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the town makes no representations or guarantees; and the Town shall not be responsible for the accuracy of the assumptions presented; and the Town shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Consultant. The Consultant accepts all risk associated with using this information.

#### **1.17 Patent & Copyright Infringement**

The Consultant shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Services. The Consultant warrants that all Deliverables furnished hereunder, including but not limited to: programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

The Consultant shall be liable and responsible for any and all claims made against the Town for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses,

applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with providing the Services, or the Town's continued use of the Deliverables furnished hereunder. Consultant at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the Town and defend any action brought against the Town with respect to any claim, demand, cause of action, debt, or liability. Consultant shall notify the Town within forty-eight (48) hours of any action by a third party alleging any infringement as detailed above.

#### **1.18 Nondisclosure**

To the extent allowed by law, Consultant agrees not to divulge, furnish or make available to any third person, firm or organization any Deliverables, materials, data, transactions of all forms, financial information, documents or other similar information or documentation, without Town Manager's prior written consent unless required by law. This includes all Town employee information and Town financial information, which shall be considered confidential information. Consultant is to immediately notify the Town of any disclosure of such information by its employees or agents. The Town may seek injunctive relief to restrain any such breach or potential breach.

#### **1.19 Documents and Records**

Consultant acknowledges and agrees that the Town retains all rights, title, and interest in and to all materials, data, documentation, and copies of thereof furnished by the Town to the Consultant.

All documents, data, computer files, and/or reports prepared or obtained under this Agreement by the Consultant, as well as all data collected, together with summaries and charts derived therefrom, including all electronic digital copies shall be considered works made for hire and are the property of the Town. The Town shall retain all rights, title, and interest and the neither the Consultant nor its employees or agents shall have any proprietary or ownership rights to any of the above.

#### **1.20 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. 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.

Consultant shall also comply with the following requirements of the Florida Public Records Law including:



- a) Consultant must keep and maintain all public records required by the Town in order to perform services under this Agreement.
- b) Upon request from the Town's custodian of public records, Consultant shall provide the Town with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c) Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the contract if the Consultant does not transfer the records to the Town.
- d) Upon completion of the contract, Consultant shall transfer, at no cost, to the Town all public records in the possession of the Consultant, or keep and maintain public records required by the Town to perform the service under this contract. If the Consultant transfers all public records to the Town upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS VIA PHONE (305) 364-6100 x 1138; EMAIL [CLERK@MIAMILAKES-FL.GOV](mailto:CLERK@MIAMILAKES-FL.GOV); OR MAIL AT TOWN OF MIAMI LAKES, 6601 MAIN STREET, MIAMI LAKES, FL 33014.**

## **1.21 Default**

### **1.21-1 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 shall 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 shall be immediately returned to the Town. Consultant understands and agrees that termination of this Agreement under this section shall 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 shall 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.

#### **1.21-2 Conditions of Default**

Conditions of default include, but are not limited to:

- A finding of default and subsequent termination for cause may include, without limitation, any of the following:
- Consultant fails to obtain or maintain the required insurance.
- Consultant has failed to obtain the approval of the Town where required by the Agreement
- Consultant fails to comply, in a substantial or material sense, with any of its duties under this Agreement.
- 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.

#### **1.21-3 Time to Cure Default; Force Majeure**

Town through the Procurement Manager shall provide written notice to Consultant as to a finding of default, and Consultant shall 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 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.

### **1.22 Termination of Agreement**

The Town, including the Town Manager, has the right to terminate this Agreement for any reason or no reason, upon ten (10) days' written notice. The date of notification shall serve as the effective date of termination and Consultant shall immediately stop all Services under this Agreement as of the date stipulated in the notification. 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 Manager. The Consultant shall be paid in accordance with provisions of this Agreement, provided that said documentation is turned over to Procurement Manager within ten (10) business days of termination. Failure to timely deliver the documentation shall be cause to withhold any payments due without recourse by Consultant until all documentation is delivered to the Procurement Manager or designee.

Consultant shall have no recourse or remedy from a termination made by the Town except to retain the fees earned 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.

#### **1.23 Successors and Assigns**

The performance of this Agreement shall 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 shall 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 shall be cause for the Town to terminate this Agreement. The Consultant shall have no recourse from such cancellation.

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.

#### **1.24 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 shall be submitted for resolution in the following manner.

The initial step shall be for the Consultant to notify the Procurement Manager in writing of the dispute identified in Article 4, Notices. Consultant shall, 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 shall constitute acceptance of the finding by the Consultant. Upon receipt of said documentation the Procurement Manager shall 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 shall submit their dispute in writing within five (5) calendar days to the Town Manager. Failure to submit such appeal of the written finding shall constitute acceptance of the finding by the Consultant. Upon receipt of said notification the Town Manager shall 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 mediation in connection therewith, as stipulated in Article 24.

#### **1.25 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 design and /or construction of the subject project(s), and/or following the completion of the projects(s), the parties to this Agreement agree all disputes between them shall 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. The Consultant agrees

to include such similar contract provisions with all Subconsultants and/or independent contractors and/or Consultants retained for the project(s), thereby providing for non-binding mediation as the primary mechanism for dispute resolution.

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.

#### **1.26 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 shall prevail and be given effect.

#### **1.27 Compliance With Laws**

Consultant shall 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 shall be no unlawful discrimination as provided by law in connection with the performance of this Agreement.

##### **1.27-1 Non-Discrimination**

Consultant warrants and represents that it does not and will not engage in discriminatory practices and that there shall 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 shall, 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.

##### **1.27-2 OSHA Compliance**

The Consultant warrants that it will comply with all safety precautions as required by federal, state or local laws, rules, regulations and ordinances to ensure employee safety.

##### **1.27-3 ADA Compliance**

Consultant shall 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 shall take affirmative steps to-insure nondiscrimination in employment of disabled persons.

### **1.28 Discretion of Town Manager**

Any matter not expressly provided for herein dealing with the Town or decisions of the Town shall be within the exercise of the reasonable professional discretion of the Town Manager.

### **1.29 Contingency Clause**

Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days notice.

### **1.30 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.

### **1.31 No Estoppel**

Neither the Town's review, approval and/or acceptance of, or payment for Services performed under this Agreement shall 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 shall 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.

Where the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable under this Agreement.

### **1.32 Interpretation**

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall 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.

### **1.33 Joint Preparation**

Preparation of this Agreement has been a joint effort of the Town and Consultant and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

#### **1.34 Applicable Law and Venue of Litigation**

This Agreement shall 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, shall be brought in Miami-Dade County, Florida. Each party shall bear its own attorney's fees except in actions arising out of Consultant's duties to indemnify the Town under Article 7 where Consultant shall pay the Town's reasonable attorney's fees.

#### **1.35 Severability**

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

#### **1.36 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 with the same formality and equal dignity herewith. Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach of any provision of this Agreement.

**END OF SECTION**

## **ARTICLE II. SCOPE OF SERVICES**

### **2.01 Standard Audit Requirements**

#### **2.01-1 Financial Statements**

The examinations will be financial and compliance audits in accordance with Florida Statutes 11.45, Chapter 10.550 Rules of the Auditor General, and US Office of Management and Budget (OMB) Circular A-133 in order to express opinions on the financial statements of the Town. The examinations should be to the extent necessary for the auditors to express opinions of the fairness with which the financial statements present the financial position, results of operations, and changes in financial position in conformity with the U.S. Generally Accepted Accounting Principles, the requirements of the Federal Single Audit Act of 1984, as amended, and the Florida Single Audit Act.

To this effect, the Contractor shall be familiar with the compliance requirements of any and all Federal, State, and County rules and regulations that may pertain to the work required in the engagement to include, but not limited to, the following:

1. Florida Statutes Section 11.45 and Chapter 10.550 Rules of the Auditor General
2. AICPA's Audits of State and Local Governments
3. Comptroller General of the United States Government Auditing Standards
4. Federal Single Audit Act and OMB Circular A-133
5. Florida Single Audit Act
6. Federal Grant Contract Requirements
7. State Grant Contract Requirements

The statements to be audited will be prepared by the Town's Finance Department. The Contractor shall submit any proposed adjusting journal entries to the Town's Finance Director for review and approval in a timely manner.

The Town understands and agrees that the underlying books and records of account must be properly closed as required by Florida Statutes to maintain the independence of the auditors and allow the auditors reasonable time to meet completion deadlines.

#### **2.01-2 Review of Internal Control**

The Contractor shall conduct an evaluation of the system of internal control to assess the extent it can be relied upon to ensure accurate information, compliance with laws and regulations, and to provide for efficient and effective operations. The study of internal control should include:

1. Review of processes, which consist of obtaining an understanding of the organization and its prescribed procedures to serve as the basis for tests of compliance and evaluation of internal controls.
2. Tests of controls, which are made to provide reasonable assurance that accounting control procedures are being applied as prescribed.

#### **2.01-3 Data Processing Review**

The Contractor shall conduct a review to compare the calculating operations of the computerized systems with the desired results by tests of transactions, including a review of controls designed to assure protection of files and prevention of processing errors and a review of the data processing reports.

### **2.01-4 Additional Services**

If services are required which are related to, but not included in the Scope of Services for the annual audit services, the Town may request the Contractor to provide additional services which may include, but are not limited to:

1. The preparation of special reports for financing purposes as determined by the Town's Finance Director, litigation support as determined by the Town's Attorney, and any other special audits as deemed necessary by the Town's Finance Director.
2. Any other additional work, such as special internal control reviews, single audits, efficiency reviews, benchmarking studies, rate matters or specialized research and training.

All additional services must be approved in advance in writing by the Town Manager or designee.

### **2.02 Annual Audit Requirements**

#### **2.02-1 General**

The Contractor shall perform in the capacity of principal auditor of the Town's Basic Financial Statements, auditing approximately ten (10) funds including the Town's General Fund, other governmental funds, and enterprise funds.

For the Annual Audit, the Contractor shall provide services including, but not limited to, the following:

1. A report on the fair presentation of the basic financial statements as a whole, including all fund financial statements and supporting schedules in conformity with GAAP.
2. Complete all audit field work by January 31st. and submit required independent auditor's report to the Town's Finance Director no later than February 28th.
3. Auditor shall prepare all individual, combining and entity wide Financial Statements, and issue the independent Auditor Report. The Town will provide front cover, inserts back cover, transmittal letter, management's discussion and analysis and statistical schedules for the binding and printing (up to 25 copies) of the Comprehensive Annual Financial Report (CAFR) which shall be the responsibility of the Auditor. Auditor shall also provide an electronic copy of the CAFR in Acrobat (pdf) format. CAFR shall be completed by March 15th.
4. Provide an annual financial and compliance audit of all Federal and State grant-in-aid programs and loans due 30 days subsequent to the audit report but no later than June 30th in accordance with OMB Circular A-133 (including American Recovery and Reinvestment Act (ARRA grants).
5. Submit an annual management letter within 30 days after auditor's opinion in accordance with the Auditor General Rules 10.550 to make known certain recommendations of the selected Proposer which if implemented would, in the selected Proposer's opinion, increase efficiency, improve internal controls, improve management, etc.
6. Preparation of IRS 990-N tax returns for two non-profit organizations: Miami Lakes Town Foundation and Miami Lakes Youth Center Fund.

### **2.03 Annual Audit Requirements for All Segments**

The Contractor shall:

1. Provide dedicated key personnel (i.e., Audit Partners, Audit Managers, Seniors, and staff) for the Town's audit engagement which will be primarily responsible for the timely completion of the audit.



2. Submit thirty (30) days prior to the commencement of each Town audit an annual audit work plan which shall identify the audit schedule; the key personnel assigned to the engagement including the responsibilities, and number of hours allocated to the Town's audit engagement; information on certification, licensure and CPE training; key tasks, audit quality control measures, and specific policies, procedures and techniques to be used for the timely completion of the audit, The work plan shall specifically address any substitution of the key personnel which were previously approved by the Town to perform services for the Town audit engagement. The recommended substitute shall have the same or higher qualifications, years of government experience, etc. as the personnel they are substituting for.
3. Submit a management letter which shall identify control and management weaknesses observed, assess their effect on financial management and propose steps to eliminate them, for which the Town shall provide responses. The Contractor shall then provide a final management report to the Town Council, which shall include the Town's responses to such finding identified by the Successful Proposer.
4. Completion of the Comprehensive Annual Financial Report (CAFR) in accordance with 3.2(A)(c) above.
5. Provide the Town with analysis of current developments of Governmental Accounting Standards Board (GASB) and Financial Accounting Standards Board (FASB) pronouncements.
6. Make available the Successful Proposer's work papers to any Federal or State Agency upon request and in accordance with Federal and State Law and Regulations (without additional charge to the Town).
7. Supply all necessary equipment, office supplies, computers, printers and software to conduct the onsite Segment Audit services requested herein including any broadband access equipments (e.g., "air card") that will allow connection to internet for access to selected Proposer's work e-mail and Virtual Private Network without reliance on, or interference with, Town's own network. Due to the Town's substantial electronic transactional environment, the Town will provide access to the MUNIS Financial Software, where all transactions and documents are stored.

## **2.04 Performance Standards**

The Contractor shall adhere to the following standards while performing any of the Services requested herein:

1. Must maintain "independence" guidelines pursuant to Florida Statutes §473.315 and Florida Administrative order 61H1-21.001; and
2. U.S. Generally Accepted Government Auditing Standards (GAGAS) applicable to governmental units, as promulgated by the U.S. Government Accountability Office (GAO);
3. Governmental standards promulgated by the Governmental Accounting Standards Board (GASB);
4. Federal and State statutes, reporting requirements under the Single Audit Act of 1984 as amended, the State of Florida Single Audit Act, OMB Circular A-133 and Rules of Auditor General (Section 10.557, Florida Statutes);
5. U.S. Generally Accepted Accounting Principles (GAAP); and
6. GFOA Checklist to the extent necessary for the Town to obtain the GFOA Certificate.

**END OF SECTION**

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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

ATTEST:

(Corporate Seal)

Consultant Secretary  
(Affirm Consultant Seal, if available)

ATTEST:

**Town of Miami Lakes**, a municipal corporation of the  
State of Florida

---

Gina Inguanzo, Town Clerk

---

Alex Rey, Town Manager

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

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Raul Gastesi, Town Attorney

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**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: \_\_\_\_\_

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**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

## EXHIBIT A – COMPENSATION

### **Annual Audit**

<b>Fiscal Year</b>	<b>Compensation</b>
FY ending September 30, 2017	
FY ending September 30, 2018	
FY ending September 30, 2019	
<b>Option to Renew Years</b>	
FY ending September 30, 2020	
FY ending September 30, 2021	

### **Hourly Rates**

Classification	FY Ending Sept. 30, 2016	FY Ending Sept. 30, 2017	FY Ending Sept. 30, 2018	FY Ending Sept. 30, 2019	FY Ending Sept. 30, 2020
Partner/Principal					
Senior Manager					
Manager					
Senior Auditor					
Auditor					

## EXHIBIT B – KEY STAFF

NAME	JOB CLASSIFICATION

**PROPOSAL TO PROVIDE  
INDEPENDENT AUDITING SERVICES FOR**

**RFP NO. 2018-02 REQUEST FOR PROPOSAL  
INDEPENDENT AUDITING SERVICES  
TOWN OF MIAMI LAKES, FLORIDA**



**FOR THE YEARS ENDING SEPTEMBER 30, 2017, 2018 AND 2019  
PART A – TECHNICAL RESPONSE**



**Contact Person:**

Mariano J. Rodriguez, CPA  
Rodriguez, Trueba & Co., C.P.A., P.A.  
[mrodriguez@rtc-cpa.com](mailto:mrodriguez@rtc-cpa.com)  
**305-593-2644 ext. 108**



**RFP NO. 2018-02  
RFP OUTLINE**

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October 24, 2017

Office of the Town Manager, Alex Rey  
6601 Main Street  
Miami Lakes, Florida 33014

Dear Honorable Members of the Audit Selection Committee:

We are pleased to have this opportunity to present the qualifications of Rodriguez, Trueba & Company, CPA, P.A., ("RT&C") to serve as the independent auditor of the Town of Miami Lakes, Florida (the "Town"). We will meet all terms and requirements described in the Town's request for proposal, and our proposal represents a firm offer for a three year contract period, with the option in favor of the Town to renew for two additional one year terms not to exceed a total contract term of five years. The Town's audit is a significant engagement demanding professional resources, requiring knowledge and expertise serving similar entities. Our team understands the services as outlined in your request for qualifications and is committed to rendering all of these services within the required time frame. Selecting RT&C will provide the Town a number of important advantages.

**Stability, Longevity and Capability in Serving Government Entities** – RT&C has a history of providing quality professional services to an impressive list of governmental clients in Florida, including Florida Counties and Cities. Our ability to leverage knowledge from our industry databases and the relevant expertise of our team members puts us in the position to hit the ground running.

**Committed to Serving Government Entities** – Our audit team's vast experience in audits of other prominent governmental entities, gives our firm an in-depth understanding of the Town of Miami Lakes service needs and expectations.

**Seamless Transition** – The RT&C team is aware that a smooth transition of auditors requires a team that knows your industry, early planning and coordination, and effective and frequent communication.

**State-of-the-Art Technology** – The impact of RT&C's significant investment in technology are: speed, efficiency, greater accuracy, intensified focus on areas of risk, and a more valuable audit for the Town.

**Our Team** – Mariano J. Rodriguez, CPA, the contact partner, and Carlos M. Trueba, CPA, the audit engagement partner, share significant experience in reporting for governmental entities. Gerardo Donates, CPA, the engagement manager, has delivered timely and professional services to similar engagements during the past 12 years. RT&C is a professional accounting firm with its home office located in the heart of Doral and its secondary office in Miami Lakes, and more importantly has over 30 years of experience and involvement in South Florida's business community and governments.

We can assure that you will not be disappointed. We have the experience and focus to provide responsive, cost-effective services and bring additional value to offset the cost of the audit. As coordinating partner, I will be the authorized person to make representations for the firm, and I am available for any questions. We look forward to discussing how our team can work together with you to help the Town continue to flourish well into the future.

Sincerely,

  
Mariano J. Rodriguez, CPA  
Rodriguez, Trueba & Co., CPA, PA

Doral Office: 1344 NW 11th Street, Suite 200, Doral, FL 33126, Phone: (305) 859-1111, Fax: (305) 859-1112  
Miami-Lakes Office: 6601 NW 11th Street, Suite 200, Miami Lakes, FL 33014, Phone: (305) 859-1111, Fax: (305) 859-1112

[www.rtc-cpa.com](http://www.rtc-cpa.com)





**RFP NO. 2018-02**

**Section 1**

**Company Profile & Declaration**



### Company Profile and Declaration

Solicitation Name: Request for Proposals - Independent Auditing Services

Solicitation Number: RFP NO. 2018-02

Submitted By: Rodriguez, Trueba & Co., C.P.A., P.A.  
(Respondent Firms' Legal Name)

(Respondent D/B/A Name, if used for this Project)  
Mariano J. Rodriguez, CPA  
(Name and Title of Officer Signing the Submittal for the Respondent)  
President  
(Contact Name, if different from Officer)

(Street Address)  
1985 NW 88th CT., Suite 101 // 8040 NW 155th ST., Suite 206  
(City/State/Zip Code)  
Doral, FL 33172 // Miami Lakes, 305-593-2644  
(Email Address) (Phone Number)

### Declaration

I, Mariano J. Rodriguez, CPA hereby declare that I am the  
Print Name  
President of Rodriguez, Trueba & Co., PA  
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 RFP 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 RFP issued by the Town of Miami Lakes;
2. Respondent has carefully examined all the documents contained in the RFP 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 RFP 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 RFP;
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 RFP 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 RFP 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 RFP;
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 RFP, the Project or evaluation of Submittals in response to this RFP. 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 pricing, rates or fees proposed by the Respondent have 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 RFP; 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 20 17.

Mariano J. Rodriguez, CPA  
Signature

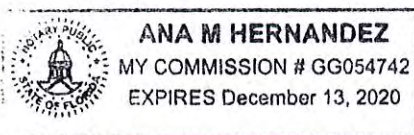
Mariano J. Rodriguez, CPA

Print Name

Subscribed and sworn to before me this 24th day of OCT, 20 17.

Cam H  
Signature

Ana M. Hernandez  
Print Name



(Notary Seal/Stamp)



**RFP NO. 2018-02**

**Section 2**

**Company Qualification Questionnaire**



## Company Qualification Questionnaire

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some Information may not be applicable, in such instances insert "N/A".

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

24

a. Professional Licenses/Certifications (include name and license #)*	Issuance Date
Local Business Tax Miami-Dade County - License 1804963	07/12/17
Local Business Tax Town of Miami Lakes - License BTR2018-1143	08/04/17
Local Business Tax City of Doral - License 2018000400	09/01/17

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

2. Type of Company: ☐ Individual ☐ Partnership ☐ Corporation ☐ LLC ☒ Other

If other, please describe the type of company:

S-Corp

- a. FEIN/EIN Number: 59-2738713
- b. Dept. of Business Professional Regulation Category (DBPR):
- i. Date Licensed by DBPR: 10/13/2015
- ii. License Number: AD0016004
- c. Date registered to conduct business in the State of Florida:
- i. Date filed: 11/19/1986
- ii. Document Number: M41909
- d. Primary Office Location: 1985 NW 88th Court, Suite 101, Doral, FL 33172
- e. What is your primary business? Public Accounting & Audit
- (This answer should be specific)



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

Rodriguez, Trueba & Co., CPA, PA - License AD0016004

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

N/A

h. Name and Licenses of any prior companies

Name of Company	License Name & No.	Issuance Date
-----------------	--------------------	---------------

N/A

### 3. Company Ownership

a. Identify all owners or partners of the company:

Name	Title	% of ownership
Mariano J. Rodriguez	President	40
Carlos M. Trueba	VP	40
Jarnette G. Rodriguez	Director	10
Juan C. Gonzalez	Director	10

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

See page 7 Section 2.4C





RFP NO. 2018-02

COMPANY QUALIFICATION QUESTIONNAIRE

Section 2.4C Number of Trades Personnel and Total per Classification

Owner Name	Other Company Name	% of Ownership
Mariano J. Rodriguez, CPA	RT&C Financial Services, Inc.	25
Carlos M. Trueba, CPA	RT&C Financial Services, Inc.	25
Juan C. Gonzalez, CPA	RT&C Financial Services, Inc.	25
Jarnette G. Rodriguez, CPA	RT&C Financial Services, Inc.	25
Mariano J. Rodriguez, CPA	RT&C Holdings, Inc.	50
Carlos M. Trueba, CPA	RT&C Holdings, Inc.	50





- 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
Mariano J. Rodriguez	President	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Carlos M. Trueba	VP	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Juan C. Gonzalez	Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jarnette G. Rodriguez	Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Explanation for Other: \_\_\_\_\_

4. Employee Information

- a. Total No. of Employees: 23
- b. Total No. of Managerial/Admin. Employees: 4
- c. Number of Trades Personnel and total number per classification:  
(Apprentices must be listed separately for each classification)

Trades Personnel 19

4 Owner Partners, 2 Tax Managers, 2 Audit Managers, 7 Tax Staff, 4 Audit Staff

5. Employer Modification Rating: \_\_\_\_\_

6. Insurance & Bond Information:

- a. Insurance Carrier name & address:

The Hartford - 3600 Wiseman Blvd., San Antonio, TX 78251



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

Phone: 877-287-1316

- c. Insurance Experience Modification Rating (EMR): \_\_\_\_\_  
(if no EMR rating please explain why)

- d. Number of Insurance Claims paid out in last 5 years & value: none

7. Have any lawsuits been file against your company in the past 5 years? ☐ Yes ☒ No

If yes, in a separate attachment, identify each lawsuit and its current disposition. For each lawsuit provide its case number, venue, the year the suit was filed, the basis for the claim or judgment, its current disposition and, if applicable, the settlement unless the value of the settlement is covered by a written confidentiality agreement.

8. 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. ☐ Yes ☒ No

If yes, in a separate attachment, provide details including the identity of the officer and the nature of the investigation.

9. Have any Key Staff or Principals (including stockholders with over 10% ownership) of the company been convicted by a Federal, State, County or Municipal Court of or do any Key Staff or Principals have any pending violations of law, other than traffic violations? ☐ Yes ☒ No

If yes, in a separate attachment, provide an explanation of any convictions or pending action including the name of the Key Staff member or Principal involved and the nature of the offense.

10. Has your company been assessed liquidated damages or defaulted on a project in the past five (5) years? ☐ Yes ☒ No

If yes, in a separate attachment provide an explanation including the name of the project, the circumstances of default or assessed damages, and the ultimate disposition of the issue.

11. Has the Proposer or any of its principals failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? ☐ Yes ☒ No

If yes, in a separate attachment provide an explanation including the year, the name of the awarding agency, and the circumstances leading to default.

12. Has the proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? ☐ Yes ☒ No





If yes, in a separate attachment provide the date, court jurisdiction, action taken, and any other explanation deemed necessary.

13. In a separate attachment, provide a list of all desk reviews of field reviews performed by Federal or State agencies within the past five (5) years including information on the result of each review, the review's current status, and whether any disciplinary action has been taken against the Proposer as a result of these reviews. None

14. In the space below, describe any other experience, not covered by any of the stated submittal requirements of the RFP, related to the Services to be performed under the Contract that Proposer believes is unique to its organization and would benefit the Town.

Rodriguez, Trueba and Company is the only proposer that has a vested and long standing interest in the Town of Miami Lakes. Two of the firms partners, Mariano Rodriguez and Juan Carlos Gonzalez, are residents of Miami Lakes and have been for more than 30 and 20 years, respectively. Mr. Rodriguez and Mr. Gonzalez both bought their first homes in Miami Lakes and have raised their families there while being active and prominent members of their community. Rodriguez Trueba and Company has also had an office in Miami Lakes since 2003.

Mr. Rodriguez and Mr. Gonzalez will bring a unique perspective to the audit of Miami Lakes since they have extensive knowledge about the Town's history, its strengths, its weaknesses, and it's political, economical and financial challenges. The combination of their professional expertise, personal stake in the community and ample knowledge of the Town will allow RT&C to plan, perform and deliver a more efficient and effective audit than any other vendor.

By signing below, Proposer certifies that the information contained herein is complete and accurate to the best of Proposer's knowledge.

By:

  
Signature of Authorized Officer

  
Date

Mariano J. Rodriguez, CPA

Printed Name

**Local Business Tax Receipt**

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

1804963

**BUSINESS NAME/LOCATION**  
 RODRIGUEZ TRUEBA & COMPANY CPA PA  
 1985 NW 88 CT 101  
 DORAL FL 33172

**RECEIPT NO.**  
**RENEWAL**  
 1804963

**LBT**

**EXPIRES**  
**SEPTEMBER 30, 2018**

Must be displayed at place of business  
 Pursuant to County Code  
 Chapter 8A - Art. 9 & 10

**OWNER**  
 RODRIGUEZ TRUEBA & COMPANY CPA PA12 P.A.-CORP/PARTNERSHIP/FIRM

Employee(s) 1

**PAYMENT RECEIVED  
 BY TAX COLLECTOR**  
 \$45.00 07/12/2017  
 CHECK21-17-060761

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](http://www.miamidade.gov/taxcollector)

002743

**Local Business Tax Receipt**

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

2231652

**BUSINESS NAME/LOCATION**  
 RODRIGUEZ MARIANO CPA  
 1985 NW 88 CT 101  
 DORAL FL 33172

**RECEIPT NO.**  
**RENEWAL**  
 2346583

**LBT**

**EXPIRES**  
**SEPTEMBER 30, 2018**

Must be displayed at place of business  
 Pursuant to County Code  
 Chapter 8A - Art. 9 & 10

**OWNER**  
 RODRIGUEZ MARIANO CPA

**SEC. TYPE OF BUSINESS**  
 212 PROFESSIONAL  
 ACC010134

**PAYMENT RECEIVED  
 BY TAX COLLECTOR**  
 \$60.00 07/12/2017  
 CHECK21-17-060730

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](http://www.miamidade.gov/taxcollector)

001920

**Local Business Tax Receipt**

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

1383884

**BUSINESS NAME/LOCATION**  
 TRUEBA CARLOS M CPA  
 1985 NW 88 CT 101  
 DORAL FL 33172

**RECEIPT NO.**  
**RENEWAL**  
 1383884

**LBT**

**EXPIRES**  
**SEPTEMBER 30, 2018**

Must be displayed at place of business  
 Pursuant to County Code  
 Chapter 8A - Art. 9 & 10

**OWNER**  
 TRUEBA CARLOS M CPA

**SEC. TYPE OF BUSINESS**  
 212 PROFESSIONAL  
 AC8332

**PAYMENT RECEIVED  
 BY TAX COLLECTOR**  
 \$60.00 07/12/2017  
 CHECK21-17-060787

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](http://www.miamidade.gov/taxcollector)



2017-2018  
LOCAL BUSINESS TAX RECEIPT

2018006417

CITY OF DORAL, FLORIDA

8401 Northwest 52nd Terrace

Doral, Florida 33166

(305) 593-6631

212AS5 PAJCORP/PARTNERSHIP/FIRM

MACHINES

SEATS

STATE L&S

EMPLOYEES

LICENSE FEE

5

\$60.00

FOR THE PERIOD: JANUARY 1 TO DECEMBER 31, 2017

CITY OF DORAL - CERTIFICATE NO. 00000000000000000000

EXPIRATION DATE: 12/31/2018

Business Name:

RODRIGUEZ TRUEBA & COMPANY CPA

DBA

1985 NW 88 CT UNIT 202

DORAL, FL 33172

Address

Contact:

OFFICE USE ONLY. DO NOT USE ONLY. NO OUTSIDE DISPLAYS

Chief Accounting Officer

8401 NW 52nd Terrace, Doral, Florida 33166 • www.cityofdoral.com • 305-593-6631 • Fax: 305-593-6610

2017-2018  
LOCAL BUSINESS TAX RECEIPT

2018000402

CITY OF DORAL, FLORIDA

8401 Northwest 52nd Terrace

Doral, Florida 33166

(305) 593-6631

212CPA CPA - CERTIFIED PUBLIC ACCOUNTANT

MACHINES

SEATS

STATE L&S

EMPLOYEES

LICENSE FEE

\$100.00

FOR THE PERIOD: JANUARY 1 TO DECEMBER 31, 2017

CITY OF DORAL - CERTIFICATE NO. 00000000000000000000

EXPIRATION DATE: 12/31/2018

Business Name:

RODRIGUEZ MARIANO CPA

DBA

RODRIGUEZ TRUEBA & COMPANY CPA PA

1985 NW 88 CT UNIT 101

DORAL, FL 33172

Address

Contact:

Chief Accounting Officer

8401 NW 52nd Terrace, Doral, Florida 33166 • www.cityofdoral.com • 305-593-6631 • Fax: 305-593-6610

2017-2018  
LOCAL BUSINESS TAX RECEIPT

2018000401

CITY OF DORAL, FLORIDA

8401 Northwest 52nd Terrace

Doral, Florida 33166

(305) 593-6631

212CPA CPA - CERTIFIED PUBLIC ACCOUNTANT

MACHINES

SEATS

STATE L&S

EMPLOYEES

LICENSE FEE

\$100.00

FOR THE PERIOD: JANUARY 1 TO DECEMBER 31, 2017

CITY OF DORAL - CERTIFICATE NO. 00000000000000000000

EXPIRATION DATE: 12/31/2018

Business Name:

TRUEBA CARLOS M CPA

DBA

RODRIGUEZ TRUEBA & COMPANY CPA PA

1985 NW 88 CT SUITE 101

DORAL, FL 33172

Address

Contact:

Chief Accounting Officer

8401 NW 52nd Terrace, Doral, Florida 33166 • www.cityofdoral.com • 305-593-6631 • Fax: 305-593-6610



6601 Main Street  
Miami Lakes, FL 33016  
(305) 512-7132

# Town of Miami Lakes

## Business Tax Receipt

---

**Address of Licensee:**

RODRIGUEZ, TRUEBA & CO., C.P.A., P.A.  
8040 NW 155 ST  
MIAMI LAKES, FL 33016

**License Effective:**

From: 08/04/2017

To: 09/30/2018

**Licensees:**

MARIANO RODRIGUEZ

(305) 779-1120

**License Categories:****ACCOUNTANT**

ADMINISTRATIVE OFFICE  
ACCOUNTANT

\$30.00

\$30.00

LICENSE NO. BTR2018-1143

TOTAL FEE PAID: \$60.00

**CERTIFICATE OF USE:**

08/04/2017

Date of Issue

This license MUST BE DISPLAYED IN A CONSPICUOUS PLACE IN YOUR BUSINESS ESTABLISHMENT. The Town of Miami Lakes must be notified of any changes of use, address or ownership. This License is not transferrable and is subject to revocation.

This License must be renewed on or before September 30 of each year.





STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ACCOUNTANCY  
240 NW 76TH DRIVE, SUITE A  
GAINESVILLE FL 32607

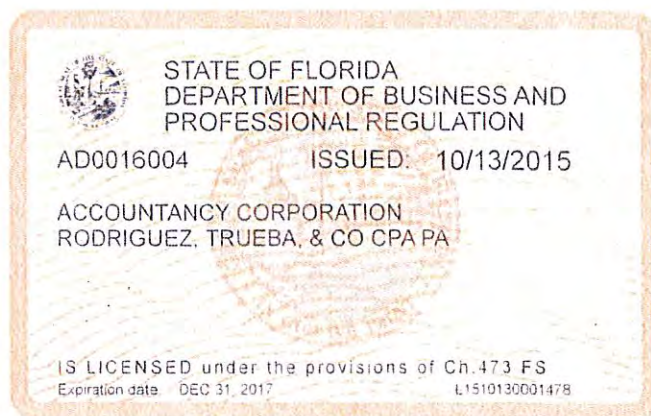
(850) 487-1395

RODRIGUEZ, TRUEBA, & CO CPA PA  
1985 NW 88TH COURT, STE 101  
DORAL FL 33172

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
BOARD OF ACCOUNTANCY

LICENSE NUMBER	
AD0016004	

The ACCOUNTANCY CORPORATION  
Named below IS LICENSED  
Under the provisions of Chapter 473 FS.  
Expiration date: DEC 31, 2017

RODRIGUEZ, TRUEBA, & CO CPA PA  
1985 NW 88TH COURT, STE 101  
DORAL FL 33172





**RFP NO. 2018-02**

**Section 3**

**Financial Stability of Proposer**



# Flamingo

Insurance Agency, Inc.

October 17, 2017

Mr. Carlos M. Trueba  
Rodriguez, Trueba & Co., PA  
1985 NW 88th Court, Suite 101  
Doral, FL 33172

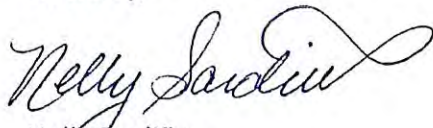
Dear Mr. Trueba:

We are your insurance agent and you are insured with us for the following policies:

- Commercial General Liability coverage for \$1,000,000 Each Occurrence & \$2,000,000 General Aggregate
- Automobile Liability – Hired & Non-Owned Autos coverage for \$1,000,000 Combined Single Limit
- Umbrella coverage for \$3,000,000

Rodriguez, Trueba & Company is capable of meeting the insurance requirements described in the accompanying EXHIBIT A for the proposal to audit the Town of Miami Lakes. If you have any questions, please feel free to contact me.

Sincerely,



Nelly Sardiña  
Vice President

E-mail: [nsardina@flamingoinsurance.com](mailto:nsardina@flamingoinsurance.com)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/20/2017

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).

<b>PRODUCER</b> Lockton Affinity, LLC P. O. Box 879610 Kansas City, MO 64187-9610	<b>CONTACT NAME:</b> Lockton Affinity, LLC <b>PHONE (A/C, No, Ext):</b> 866-386-2544 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> <b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Admiral Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
<b>INSURED</b> Rodriguez, Trueba & Company CPA 1985 NW 88 Court # 101 Miami, FL 33172	<b>NAIC #</b> 24856

## 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
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b>					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					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	<b>Professional Liability</b>  Claims Made Policy		1506941	11/01/2016	11/01/2017	Each Claim Limit \$1,000,000 Aggregate Limit \$1,000,000 Deductible \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

<b>Proof of Coverage</b> 1299300	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
-------------------------------------	---



# CERTIFICATE OF LIABILITY INSURANCE

 RAH  
R022

 DATE (MM/DD/YYYY)  
10/23/2017

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**

AUTOMATIC DATA PROCESSING INS AGCY  
250717 P: F:  
PO BOX 33015  
SAN ANTONIO TX 78265

**CONTACT****NAME:**
**PHONE**  
(A/C, No, Ext):

**FAX**  
(A/C, No):
**E-MAIL****ADDRESS:****INSURER(S) AFFORDING COVERAGE****NAIC#**

INSURER A: Twin City Fire Ins Co

29459

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

**INSURED**

RODRIGUEZ, TRUEBA & CO., C.P.A  
1985 NW 88TH CT STE 101  
MIAMI FL 33172

**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 INSR	SUBR WTD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		76 WEG TN9426	01/01/2017	01/01/2018	X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

**CERTIFICATE HOLDER**

Proof of coverage

**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**

*Susan L. Castaneda*



**RFP NO. 2018-02**

## **Section 4**

### **Experience of the Proposer**





Project Data Sheet

(A separate data sheet is to be used for each audit)

1. Client Name: City of Doral
2. Type of Entity: ☒ Public ☐ Private
3. Client Address: 8401 NW 53 Terrace, Doral, FL 33166
4. Contact Person: Matilda Menendez
5. Contact Email: matilde.menendez@cityofdoral.com
6. Contact Phone: 305-593-6725 ext 4000
7. Description/Scope of Work:  
Single Audit, Governmental Audit, CAFR, Consulting
8. Total Value of Contract: \$ 265,000 Multiple Fund Sources: ☐ Yes ☒ No
9. Term of Contract: 2015-2019 Renewal Years Included: ☒ Yes ☐ No
10. Renewal Years Exercised: ☐ Yes ☐ No Is the Contract still ongoing: ☒ Yes ☐ No
11. Proposer's Office Location that Provided the Services: 1985 NW 88th Court, Suite 101, Doral, FL 33172
12. Did any of Proposer's Key Staff perform work under the Contract: ☒ Yes ☐ No  
If yes, please specify which Key Staff:  
Carlos Trueba, Gerardo Donates, Frances Cabrera
13. How many bid/proposal submissions did the client receive for the project? 5
14. How is this project similar to the Town's project?  
The same as it relates to governmental audit, single audit, data processing, CAFR  
and related requirements

By signing below, Proposer certifies that the information contained herein is complete and accurate to the best of Proposer's knowledge.

By: Mariano J. Rodriguez, CPA  
Signature of Authorized Officer

10/24/17  
Date

Mariano J. Rodriguez, CPA

Printed Name



Project Data Sheet

(A separate data sheet is to be used for each audit)

1. Client Name: City of West Miami
2. Type of Entity: ☒ Public ☐ Private
3. Client Address: 501 SW 62 Avenue, Miami, FL 33144
4. Contact Person: Yolanda Aguilar
5. Contact Email: YolandaAguilar@cityofwestmiami.com
6. Contact Phone: 305-266-1122
7. Description/Scope of Work:  
Governmental Audit, Single Audit, Preparation of Financial Statements and Consulting  
\_\_\_\_\_  
\_\_\_\_\_
8. Total Value of Contract: \$ 900,000 Multiple Fund Sources: ☐ Yes ☒ No
9. Term of Contract: 1996-2022 Renewal Years Included: ☒ Yes ☐ No
10. Renewal Years Exercised: ☐ Yes ☐ No Is the Contract still ongoing: ☒ Yes ☐ No
11. Proposer's Office Location that Provided the Services: 1985 NW 88th Court, Suite 101, Doral, FL 33172
12. Did any of Proposer's Key Staff perform work under the Contract: ☒ Yes ☐ No  
If yes, please specify which Key Staff:  
Carlos Trueba, Gerardo Donates, Aimee Gonzalez  
\_\_\_\_\_
13. How many bid/proposal submissions did the client receive for the project? \_\_\_\_\_
14. How is this project similar to the Town's project?  
Same as it relates to governmental audit, single audit and basic financial statements.  
\_\_\_\_\_

By signing below, Proposer certifies that the information contained herein is complete and accurate to the best of Proposer's knowledge.

By: Mariano J. Rodriguez, CPA  
Signature of Authorized Officer

10/24/17  
Date

Mariano J. Rodriguez, CPA

Printed Name



October 18, 2017

Town of Miami Lakes  
6601 Main Street  
Miami Lakes, FL 33014

Re: Rodriguez, Trueba & Co., PA

To whom it may concern:

Rodriguez, Trueba and Co., CPA PA completed their audit of our Comprehensive Annual Financial Report and Single Audit for the fiscal years ended September 30, 2016 and 2015. They are currently contracted for the next three years.

The audits performed were completed on time. The personnel assigned were both efficient and competent. They have provided the needed audit support throughout the year.

Please let me know if you have any questions or need additional information.

Sincerely,

Matilde Menendez, CPA, CGMA  
Finance Director  
City of Doral





YOLANDA AGUILAR  
City Manager

October 23, 2017

Town of Miami Lakes

Attention: Honorable Mayor, City Commissioners, and Town Manager

This letter shall serve to certify that Rodriguez, Trueba, and Company has been employed by the City of West Miami as our Independent Audit firm and financial services consultant for over 20 years.

Rodriguez, Trueba, and Company render professional and personalized service to our municipality and aside from the routine yearly Independent Audit they avail themselves to the City for general consultations on matters that deal with finances and audit by other agencies.


The City is extremely pleased with the service that Rodriguez, Trueba, and Company performs. We have developed a great working relationship with Rodriguez, Trueba, and Company and their audit team.

It is without hesitation that this office highly recommends Rodriguez, Trueba, and Company, CPA.

Should you have any further questions regarding the services performed by Rodriguez, Trueba, and Company, please feel free to contact my office.

I trust that this information is of assistance to you during your selection process.

Sincerely,

  
Yolanda Aguilar  
City Manager  
City of West Miami

CITY OF WEST MIAMI

901 S.W. 62nd Avenue • West Miami, FL 33144 • Phone: (305) 266-1122 • Fax: (305) 261-9914

E-mail: [cwmyaguilar@bellsouth.net](mailto:cwmyaguilar@bellsouth.net)





Members of

- American Institute of CPAs
- Center for Audit Quality
- Employee Benefit Plan Audit Quality Center
- Governmental Audit Quality Center
- Private Companies Practice Section
- Tax Division
- Florida Institute of CPAs

Harrison Executive Centre  
1930 Harrison Street  
Suite 308  
Hollywood, FL 33020  
Telephone (954) 922-8866  
Fax (954) 922-8864  
[www.infantecpa.com](http://www.infantecpa.com)

## Report on the Firm's System Quality Control

May 30, 2017

To the Partners of  
Rodriguez, Trueba & Co., C.P.A., P.A.  
and the Peer Review Committee of the Florida Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Rodriguez, Trueba & Co., C.P.A., P.A. (the firm) in effect for the year ended December 31, 2016. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

### Required Selections and Considerations

Engagements selected for review included engagements performed under Government Auditing Standards, including a compliance audit under the Single Audit Act, and an audit of an employee benefit plan.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Rodriquez, Trueba & Co., C.P.A., P.A. in effect for the year ended December 31, 2016, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Rodriquez, Trueba & Co., C.P.A., P.A. has received a peer review rating of *pass*.



Infante & Company



FICPA Peer Review Program  
Administered in Florida by the  
Florida Institute of CPAs



AICPA Peer Review Program  
Administered in Florida by the  
Florida Institute of CPAs

September 08, 2017

Mariano Rodriguez  
Rodriguez, Trueba & Co., P. A.  
1985 NW 88th CT Ste 101  
Doral, FL 33172-2648 2648

Dear Mariano Rodriguez:

It is my pleasure to notify you that on September 08, 2017, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is June 30, 2020. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation and support of the profession's practice-monitoring programs.

Sincerely,

Robert LaPlant  
Chair, Florida Institute of CPAs Peer Review Committee  
rel@laplantrainey.com (813)229-2090  
Florida Institute of CPAs

CC: A Infante, Carlos Trueba

Firm Number: 900001103521

Review Number: 525396





October 18, 2017

**Re: Carlos Trueba**  
**AICPA Account Number: 01080620**

Dear Violeta,

This letter is to confirm Carlos Trueba is an active Regular Member of the AICPA. Carlos has a member in good standing since August 31, 1980.

A member in good standing is an individual who has not been suspended or terminated because of disciplinary reasons. Disciplinary activities are published in the AICPA periodical, *The CPA Letter*.\*

Thank you for allowing us to be of service. Please let us know if we may be of further assistance.

Regards,

A handwritten signature in black ink that reads "Peg McIntyre".

Peg McIntyre, CAE  
Vice President, Membership  
AICPA Member Service

Member Service: 888.777.7077, 9am-6pm ET, Monday-Friday; or [service@aicpa.org](mailto:service@aicpa.org)  
Thank you for your continued support.

\*Please note that membership in the AICPA is not verification of CPA certification.



October 18, 2017

**Re: Jarnette Rodriguez**  
**AICPA Account Number: 01641809**

Dear Violeta,

This letter is to confirm Jarnette Rodriguez is an active Regular Member of the AICPA. Jarnette has been a member in good standing since Aug 31, 1998.

A member in good standing is an individual who has not been suspended or terminated because of disciplinary reasons. Disciplinary activities are published in the AICPA periodical, *The CPA Letter*.<sup>\*</sup>

Thank you for allowing us to be of service. Please let us know if we may be of further assistance.

Regards,

A handwritten signature in black ink that reads "Peg McIntyre".

Peg McIntyre, CAE  
Vice President, Membership  
AICPA Member Service

Member Service: 888.777.7077, 9am-6pm ET, Monday-Friday; or [service@aicpa.org](mailto:service@aicpa.org)  
Thank you for your continued support.

<sup>\*</sup>Please note that membership in the AICPA is not verification of CPA certification.



FLORIDA INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS

325 WEST COLLEGE AVENUE • P.O. BOX 5437 • TALLAHASSEE, FLORIDA 32314  
TELEPHONE (850) 224-2727 • FAX (850) 222-8190

October 19, 2017

Carlos M. Trueba  
Rodriguez, Trueba & Co, PA  
1985 NW 88<sup>th</sup> Ct Ste 101  
Miami, FL. 33172-2648

Dear Mr. Trueba,

Thank you for contacting us about the status of your membership. The Florida Institute of CPAs (FICPA) is always available for any questions you have about your membership or any programs or services we offer.

Our records show that you have been a continuous FICPA Member in good standing with the FICPA since April 28, 1980. We look forward to your continued support of the FICPA!

Our Member Service Center is always just a phone call away. If you should have additional questions or we can be of further service, please don't hesitate to call (800) 342-3197.

Kind regards,

*Erica Carroll*

Erica Carroll  
[carrolle@ficpa.org](mailto:carrolle@ficpa.org)  
1.800.342.3197 x386  
Membership Services Representative



FLORIDA INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS

325 WEST COLLEGE AVENUE • P.O. BOX 5437 • TALLAHASSEE, FLORIDA 32314  
TELEPHONE (850) 224-2727 • FAX (850) 222-8190

October 19, 2017

Jarnette Rodriguez  
Rodriguez, Trueba & Co, PA  
1985 NW 88<sup>th</sup> Ct Ste 101  
Miami, FL. 33172-2648

Dear Ms. Rodriguez,

Thank you for contacting us about the status of your membership. The Florida Institute of CPAs (FICPA) is always available for any questions you have about your membership or any programs or services we offer.

Our records show that you have been a continuous FICPA Member in good standing with the FICPA since February 18, 2005. We look forward to your continued support of the FICPA!

Our Member Service Center is always just a phone call away. If you should have additional questions or we can be of further service, please don't hesitate to call (800) 342-3197.

Kind regards,

*Erica Carroll*

Erica Carroll  
[carrolle@ficpa.org](mailto:carrolle@ficpa.org)  
1.800.342.3197 x386  
Membership Services Representative





Government Finance Officers Association  
203 North LaSalle Street, Suite 2700  
Chicago, Illinois 60601-1210  
312.977.9700 fax: 312.977.4806

To Whom It May Concern:

This letter is to acknowledge that Ms. Jarnette Rodriguez has been an associate member of the Government Finance Officers Association of the United States and Canada since September 2002. Jarnette Rodriguez is in good standing and her membership is paid through 8/31/2018.

If any additional information is needed, please let me know.

Thank You,

Erica Huddle

Member Services Coordinator | Finance and Administration

Government Finance Officers Association





Government Finance Officers Association  
203 North LaSalle Street, Suite 2700  
Chicago, Illinois 60601-1210  
312.977.9700 fax: 312.977.4806

To Whom It May Concern:

This letter is to acknowledge that Mr. Gerardo Donates has been an associate member of the Government Finance Officers Association of the United States and Canada since October, 2015. Gerardo Donates is in good standing and his membership is paid through 9/30/2018.

If any additional information is needed, please let me know.

Thank You,

Erica Huddle

Member Services Coordinator | Finance and Administration

Government Finance Officers Association



**RFP NO. 2018-02**

**Section 5**

**Proposer's Team & Key Staff**



### Proposer's Team & Key Staff Key Staff Table

1. Proposer shall complete the following chart with its proposed Key Staff. If additional space is required, use a duplicate page and attach to this form.

Name	Job Title	Years of Audit Experience	Years of Government Audit Experience	Years with Proposer	In Compliance with GAGAS CPE Requirements? (yes/no)	Licenses & Certifications
Mariano J. Rodriguez	Contact Partner	30+	25+	30+	Yes	AC0010194
Carlos M. Trueba	Engagement Partner	30+	30+	30+	Yes	AC0008332
Jarnette G. Rodriguez	Concurring Review Partner	20+	20+	20+	Yes	AC37483
Gerardo J. Donates	Audit Manager	13	13	10+	Yes	AC42236
Aimee Gonzalez	Audit Supervisor	10+	8	10+	Yes	
Frances Cabrera	Senior Auditor	3	3	3	Yes	AC51189



2. In the space below, explain the Proposer's ability and resources to substitute personnel with equal or higher qualifications than the Key Staff they will substitute for, where substitution is required due to attrition, turnover, or specific request from the Town.

In addition to the team and key personnel as listed, the firm has at a minimum three additional personnel which will be available to substitute as required or requested. These additional personnel have governmental auditing experience ranging from five to ten years.

3. In the chart below, provide the requested information for each Key Staff member's audit engagement commitments that will exist concurrently with the Town's Audit Periods.

Name	Area of Responsibility	Commitment Hours	Client	Period of Engagement
		All did not fit see page 89.		

By signing below, Proposer certifies that the information contained herein is complete and accurate to the best of Proposer's knowledge.

By: Mariano J. Rodriguez, CPA  
Signature of Authorized Officer

Mariano J. Rodriguez, CPA

Printed Name

10/24/17  
Date





RFP NO. 2018-02

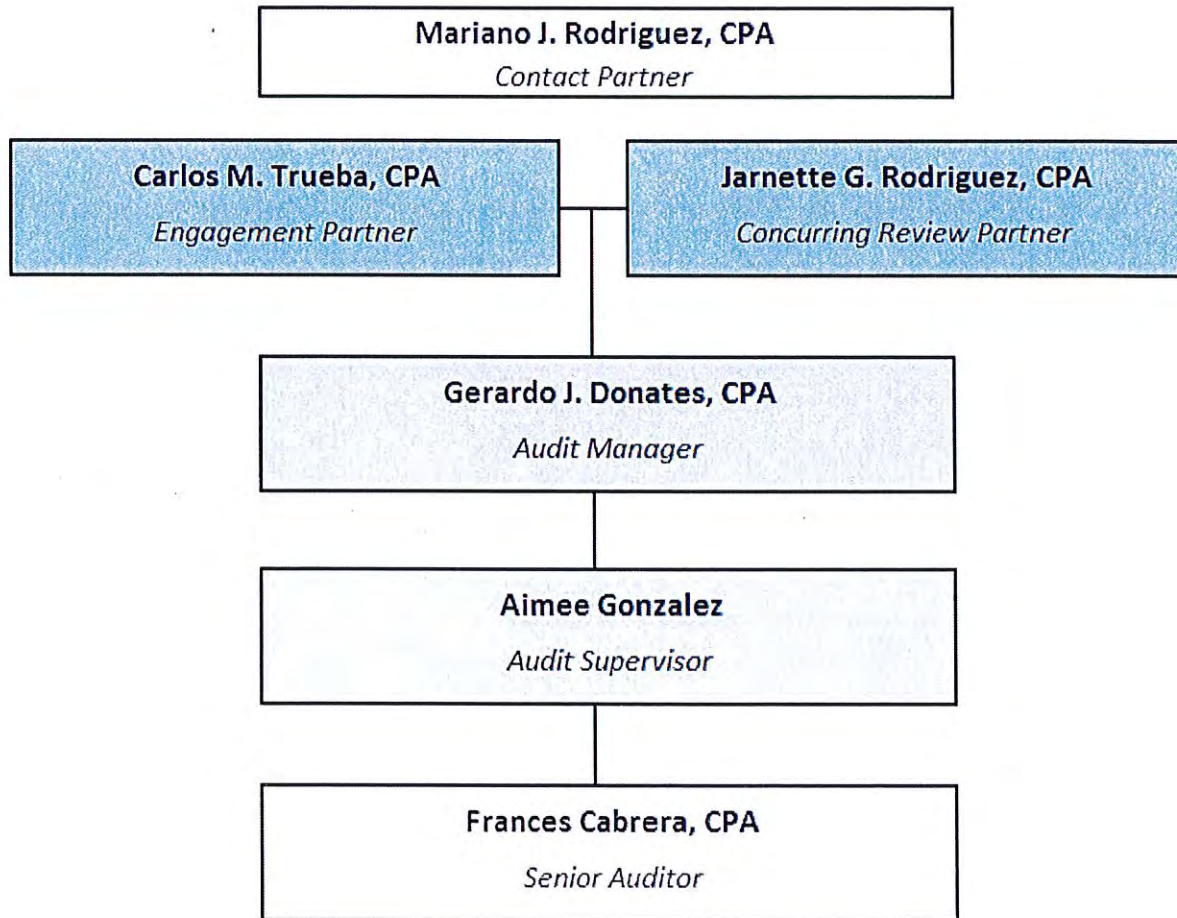
**PROPOSER'S TEAM & KEY STAFF  
FORM KS**

**Section 5.A – 3 Commitment Chart**

Name	Area of Responsibility	Commitment Hours	Client	Period of Engagement
Mariano J. Rodriguez, CPA	Engagement / audit reports	20	Wantman Group, Inc.	FYE 12/31/17
Carlos M. Trueba, CPA	Engagement / audit reports	20	City of West Miami	FYE 9/30/17
Carlos M. Trueba, CPA	Engagement / audit reports	20	City of Sweetwater	FYE 9/30/17
Carlos M. Trueba, CPA	Engagement / audit reports	40	Sunshine Gasoline Distributors	FYE 12/31/17
Jarnette G. Rodriguez, CPA	Engagement / audit reports	30	City of Doral	FYE 9/30/17
Gerardo J. Donates, CPA	Planning, supervision and review	30	City of West Miami	FYE 9/30/17
Gerardo J. Donates, CPA	Planning, supervision and review	40	City of Sweetwater	FYE 9/30/17
Gerardo J. Donates, CPA	Planning, supervision and review	40	City of Doral	FYE 9/30/17
Aimee Gonzalez	Planning, supervision and substantive testing	60	City of West Miami	FYE 9/30/17
Aimee Gonzalez	Planning, supervision and substantive testing	50	Sunshine Gasoline Distributors	FYE 12/31/17
Frances Cabrera, CPA	Internal controls and substantive testing	60	City of Doral	FYE 9/30/17
Frances Cabrera, CPA	Substantive testing	30	Wantman Group, Inc.	FYE 12/31/17
Frances Cabrera, CPA	Internal controls and substantive testing	40	Sunshine Gasoline Distributors	FYE 12/31/17

**RFP NO. 2018-02**  
**PROPOSER'S TEAM & KEY PERSONNEL**

**Section 5. B – Organizational Chart**







**RFP NO. 2018-02**  
**PROPOSER'S TEAM & KEY STAFF**

**Section 5.C – Job Description per Classification**

Name and Classification	Job Description
Mariano J. Rodriguez, CPA <i>Contact Partner</i>	Be the contact person and oversee the communication with the Town on behalf of the firm. For experience see resume, page 92.
Carlos M. Trueba, CPA <i>Engagement Partner</i>	Responsible for the engagement and its performance and for the auditor's report that is issued on behalf of the firm. For experience see resume page 93.
Jarnette G. Rodriguez, CPA <i>Concurring Review Partner</i>	Objectively evaluate the significant judgments the engagement team made and conclusion it reached in formulating the auditor's report. For experience see resume, page 94.
Gerardo J. Donates, CPA <i>Audit Manager</i>	Assist the engagement partner in the planning, direction, supervision and performance of the audit engagement in compliance with professional standards, regulatory requirements and firm policies and procedures; and on-site supervision of fieldwork. For experience see resume, page 95.
Aimee Gonzalez <i>Audit Supervisor</i>	Assist the engagement partner and audit manager in planning of engagement, including informing the engagement team of their responsibilities, completing substantive testing and analysis of more complex areas of the audit reviewed work performed by senior auditor and audit staff and preparing management letter comments. For experience see resume, page 96.
Frances Cabrera <i>Senior Auditor</i>	Assist the audit managers in the supervision of staff auditor, completing substantive testing and analysis, directing staff to bring significant accounting and auditing issues arising to the attention of the audit manager and reviewing the work performed by staff to ensure the work is properly completed and documented, the objectives of the procedures were achieved, and the results of the work support the conclusion reached. For experience see resume, page 97.

## **Mariano J. Rodriguez, CPA**

*Contact Partner*



### ***Education and Certificates***

Bachelor's Degree- Florida International University 1979  
Certified Public Accountant- 1980

### ***Professional and Business Experience***

Rodriguez, Trueba & Co., P.A. 1993 - Present  
Pozo & Rodriguez 1989 –1993  
Sun Bank, NA (Audit Manager) 1985 – 1987  
Coopers & Lybrand, CPA (Audit Supervisor) 1982-1985

Mariano is the partner in charge of tax and business services for all firms' clients. Responsible for firm relations with the Department of Transportation, and for all of the firm's overhead audits. Partner in charge of an international architecture firm with offices in 12 countries around the world and billings in excess of \$100 million. Mariano's areas of expertise are summarized as follows:

- Responsible for tax compliance development of the firm's professional staff. Duties include coordinating sixteen hours of continuing professional education to be provided in-house.
- Extensive experience in overhead audits Reviewing client internal controls over financial reporting, identifying issues, and making recommendations to management.
- Administrative – President and member of firm's executive committee. Responsibilities include the information system of the firm, the servicing of a variety of clients in the area of accounting and taxation, the review of all overhead audits required per Florida statute 14-75 and also responsible for the firm during transition of new business or mergers.
- Thirty (30) years of experience in public accounting, including over twenty five (25) in supervisory positions (manager/principal/partner). Two (2) years as Chief Internal Auditor for a national banking institution, and manager in charge of the ATT divestiture when working for Coopers & Lybrand, CPA, an international accounting firm.

### ***Clients Served***

- Arquitectonica – a global entity with offices in over (10) countries
- Miami Dade Transit and Public Works Audits
- Distinct and nationally recognized engineering firms

### ***Professional and Business Affiliations***

- Member, American Institute of Certified Public Accountants
- Member, Florida Institute of Certified Public Accountants
- Member, Government Finance Officer Association (GFOA)
- Chartered Bank Auditor





## **Carlos M Trueba, CPA**

*Engagement Partner*



### ***Education and Certificates***

B.S., Florida International University  
Certified Public Accountant, Florida 1980

### ***Professional and Business Experience***

Rodriguez, Trueba & Co., P.A. 1989 - Present  
Grau & Co., CPA. 1982 – 1989

Carlos is the firm's state and local government specialist with over 30 years of public accounting experience working with public entities.

He manages the firm's audit practice. Carlos ensures the quality and fiscal compliance of all governmental and non-profit clientele service delivery. In addition, he manages numerous audits encompassing the industries of non-profit/government, transportation, education, architectural, engineering, and healthcare.

Quality Control - Responsible for firm's quality control policies and procedures. Responsibilities include the development and update of the firm's staff quality control policies and procedures related to audit, services and compilation issues responsible for quality review issues.

Consulting experience includes general business and administrative processes leading to performance improvements for small businesses (\$1 to \$50 million in sales) and small local governments (\$5 to \$20 million budget). Additionally, these services also lead to evaluations and recommendations of clients' business practices related to financial as well as operational issues.

Served as a member in the Miami-Dade Public School System Audit Committee. Served as a consultant to the Budget and Audit Committee of the City of Coral Gables. Attended all Committee meetings and Board meetings dealing with Budget and Audit. Worked closely with the Committee Members and the Chief Auditor/Finance Director.

### ***Clients Served***

- Miami Dade Water and Sewer
- Miami-Dade County, Florida
- Miami Dade County School Board
- Miami Dade Transit Authority
- Broward County
- Broward County Port Everglades
- City of Miami
- City of Doral
- City of West Miami
- City of Sweetwater
- North Bay Village
- City of South Miami, Florida
- WLRN
- City of Sweetwater Police Retirement Pension Fund
- City of South Miami Police Pension Fund
- Sunshine Gasoline Distributors, Inc. and Affiliates
- State of Florida
- Hygea Health Holdings, LLC
- Interamerican Medical Center Group, LLC

### ***Professional and Business Affiliations***

- Member, American Institute of Certified Public Accountants (AICPA)
- Member, Florida Institute of Certified Public Accountants (FICPA)
- Member, Government Finance Officers Association
- Member, State of Florida Board of Pilots Commission
- Former Board Member, Miami-Dade County School Board Audit Committee
- Former Consultant to Audit Committee of the City of Coral Gables, Florida
- Board of Directors, Interamerican Bank
- Former President, Kiwanis Club of Miami Latin





## **Jarnette Rodriguez, CPA**

*Concurring Review Partner*



### ***Education and Certificates***

B.S., Florida International University Accounting  
Certified Public Accountant, Florida 1997

### ***Professional and Business Experience***

Rodriguez, Trueba & Co., P.A. 1994 - Present

Jarnette is the firm's concurring partner on all state and local government engagements with over 20 years of public accounting experience working with public and non- public entities.

Jarnette has extensive experience in audits in accordance with professional standards and government auditing standards required under federal regulations and state statutes. She is the partner in charge of numerous audits in the industries of non-profits, employee benefit plans, and architectural and engineering companies. Jarnette has always been in charge of the firm's single audit engagements and was in charge of the Single Audits of the City of Miami and Miami Dade Water Sewer during the firm's engagements as subcontractors.

Professional Development - Responsible for coordinating all accounting and auditing development of professional staff. Duties include coordinating and approving in-house and external continuing professional education relevant to the firm's compliance requirements and client needs.

### ***Clients Served***

- Miami Dade Water and Sewer
- Miami-Dade County, Florida
- Miami Dade County School Board
- Broward County
- Broward County Port Everglades
- City of Doral
- City of West Miami
- City of Sweetwater
- North Bay Village
- City of Miami
- City of Sweetwater Police Officers Retirement Fund
- City of South Miami
- Arquitectonica International Corporation
- Allapattah Community Action, Inc.
- Allapattah Community Housing, Inc.
- WLRN
- St Stephens Episcopal School
- Alpha and Omega Church

### ***Professional and Business Affiliations***

- Member, American Institute of Certified Public Accountants
- Member, Florida Institute of Certified Public Accountants
- Member, Government Finance Officers Association
- Finance Board, Mother of Christ Catholic Church and School
- Applicant, National Association of Professional Women



## **Gerry Donates, CPA**

**Audit Manager**



**Education and Certificates** Master of Accounting - Nova Southeastern University – March 2007  
Bachelor of Accounting - University of Florida – May 2002  
Certified Public Accountant, Florida 2009

**Professional and Business Experience** Rodriguez, Trueba & Co., P.A. 2003 - Present

Gerry has over 13 years of public / governmental accounting and auditing experience. Gerry's responsibilities include:

- Management and evaluation of audit staff
- Monitoring and communicating information and guidance on current accounting developments and standards to the audit staff
- Managing the Firm's governmental and commercial engagements
- Assisting partner in planning engagements by assessing risk, performing analytical reviews, creating audit plan documents, and preparing or reviewing of financial statements
- Ascertaining that each engagement is performed in accordance with applicable standards, and that financial statements are in accordance with applicable principles
- Reviewing workpapers and supervising staff
- Identifying significant compliance requirements
- Producing management letters as required or necessary
- Assisting the engagement partner in presenting the financial statements to the entity's governing board as well as conducting exit conferences with management to discuss the results of our audit procedures and communicate findings and/or recommendations

**Clients Served**

- Miami-Dade County
- Miami-Dade County School Board
- Miami-Dade Transit Authority
- Broward County
- City of Miami
- City of Doral
- City of Sweetwater
- City of West Miami
- City of North Bay Village
- WLRN
- City of Sweetwater Police Retirement Fund

**Professional and Business Affiliations**

- Member, American Institute of Certified Public Accountants
- Member, Florida Institute of Certified Public Accountants
- Member, Government Finance Officer Association (GFOA)





## **Aimee Gonzalez**

*Audit Supervisor*



### ***Education and Certificates***

Bachelor of Accounting - Florida International University – May 2006  
Master of Business Administration – Nova Southeastern University – May 2011

### ***Professional and Business Experience***

Rodriguez, Trueba & Co., P.A. 2006 - Present

Aimee is an accounting professional with 10 years of public accounting experience, including 5 years in supervisory positions related to audit engagements of municipalities, not-for-profit organizations, and employee benefit plans. Aimee's responsibilities include:

- Assist the engagement partner and audit manager in the supervision of staff for multiple audit and review engagements.
- In charge accountant for various clients. Responsible for supervision of staff in areas including bank reconciliations, classification and posting of cash disbursements, maintenance of asset details and depreciation calculations, preparation and posting of journal entries, and preparation of financial statements.
- Audit staff responsibilities include conducting tests of complex audit areas and summarizing results, conducting compliance tests and summarizing results, preparation and analysis of financial statements (compilations and reviews included), reviewing and identifying engagement risks and issues with engagement partner and manager in charge, researching of accounting standards and principles and responsible for reading grant contracts and identifying important compliance issues for discussion with manager in charge
- Current supervisor of various municipal clients, including, The City of West Miami. Aimee also worked on joint venture contracts with international accounting firms for consulting and audit work with Miami Dade County and the Miami Dade County Public School System.

### ***Clients Served***

- Miami Dade Transit and Public Works Audits
- City of Doral
- City of West Miami
- Sunshine Gasoline Distributors, Inc.

### ***Professional and Business Affiliations***

- Applicant, National Association of Professional Women

## **Frances Cabrera, CPA**

*Senior Auditor*



### ***Education and Certificates***

Master of Accounting – Florida International University – 2015  
Bachelor of Science in Accounting – Florida State University – 2014  
Certified Public Accountant, Florida 2017

### ***Professional and Business Experience***

Rodriguez, Trueba & Co. P.A. 2015 - Present

As Senior Auditor, Frances is responsible for the timely execution and completion of assigned tasks, remaining current and familiar with industry pronouncements, rules, regulations, and assume substantial responsibility for completion of assigned work. She has executed single audits, analytical tests of balance sheets and income/expense accounts as well as account investigation and reconciliation for all major asset classes. Her overall responsibilities include:

- Conducting tests of internal controls and summarizing results
- Conducting compliance tests and summarizing results
- Supervision of staff auditors
- Researching of accounting standards and principles
- Preparation and analysis of financial statements (compilations and reviews included)
- Reviewing and identifying engagement risks and issues with engagement partner and manager in charge
- Auditing of account balances as per the audit programs
- Responsible for reading grant contracts and identifying important compliance issues for discussion with manager in charge
- Preparation of individual and corporate tax returns
- Preparation of responses to IRS notices

### ***Clients Served***

- Miami Dade County
- City of Doral
- City of West Miami
- City of Sweetwater
- Alpha and Omega Church

### ***Professional and Business Affiliations***

- Lifetime Member, Beta Alpha Psi (Florida State University)
- Participant, IRS VITA (Volunteer Income Tax Assistance)
- Successfully passed the Financial Accounting and Reporting section of the Certified Public Accountancy Exam.







STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ACCOUNTANCY  
240 NW 76TH DRIVE, SUITE A  
GAINESVILLE FL 32607

(850) 487-1395

RODRIGUEZ, MARIANO J  
1985 NW 88TH CT  
SUITE 101  
MIAMI FL 33172

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbecue restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND  
PROFESSIONAL REGULATION

AC0010194 ISSUED: 10/04/2016

CERTIFIED PUBLIC ACCOUNTANT  
RODRIGUEZ, MARIANO J

IS LICENSED under the provisions of Ch 473 FS  
Expiration date DEC 31, 2018 L1610040001134

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
BOARD OF ACCOUNTANCY

LICENSE NUMBER	
AC0010194	

The CERTIFIED PUBLIC ACCOUNTANT  
Named below IS LICENSED  
Under the provisions of Chapter 473 FS.  
Expiration date: DEC 31, 2018

RODRIGUEZ, MARIANO J  
1985 NW 88TH CT  
MIAMI FL 33172





STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ACCOUNTANCY  
240 NW 76TH DRIVE, SUITE A  
GAINESVILLE FL 32607

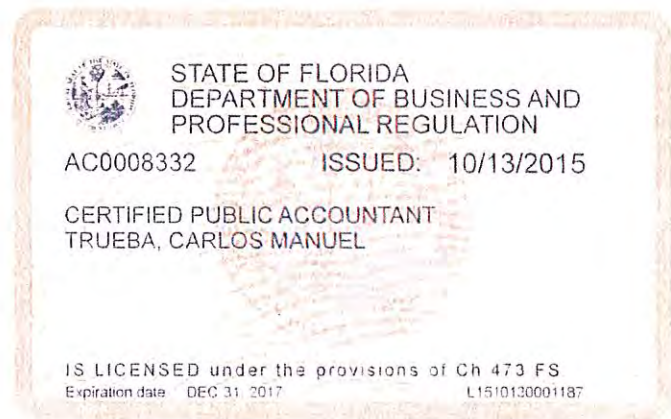
(850) 487-1395

TRUEBA, CARLOS MANUEL  
1985 NW 88TH CT STE 101  
DORAL FL 33172

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

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DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
BOARD OF ACCOUNTANCY

LICENSE NUMBER	
AC0008332	

The CERTIFIED PUBLIC ACCOUNTANT  
Named below IS LICENSED  
Under the provisions of Chapter 473 FS.  
Expiration date: DEC 31, 2017

TRUEBA, CARLOS MANUEL  
1985 NW 88TH CT STE 101  
DORAL FL 33172







STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ACCOUNTANCY  
240 NW 76TH DRIVE, SUITE A  
GAINESVILLE FL 32607

(850) 487-1395

RODRIGUEZ, JARNETTE G  
1985 NW 88TH COURT SUITE 101  
DORAL FL 33172

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DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
BOARD OF ACCOUNTANCY

LICENSE NUMBER	
AC37483	

The CERTIFIED PUBLIC ACCOUNTANT  
Named below IS LICENSED  
Under the provisions of Chapter 473 FS.  
Expiration date: DEC 31, 2017

RODRIGUEZ, JARNETTE G  
1985 NW 88TH COURT SUITE 101  
DORAL FL 33172





STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ACCOUNTANCY  
240 NW 76TH DRIVE, SUITE A  
GAINESVILLE FL 32607

(850) 487-1395

DONATES, GERARDO J  
2665 SW 37TH AVENUE  
APT. 714  
MIAMI FL 33133

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

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STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND  
PROFESSIONAL REGULATION

AC42236

ISSUED 10/05/2016

CERTIFIED PUBLIC ACCOUNTANT  
DONATES, GERARDO J

IS LICENSED under the provisions of Ch 473 FS  
Expiration date DEC 31 2018 L1610050000570

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
BOARD OF ACCOUNTANCY

**LICENSE NUMBER**

AC42236

The CERTIFIED PUBLIC ACCOUNTANT  
Named below IS LICENSED  
Under the provisions of Chapter 473 FS.  
Expiration date: DEC 31, 2018



DONATES, GERARDO J  
2665 SW 37TH AVENUE  
APT. 714  
MIAMI FL 33133







STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ACCOUNTANCY  
240 NW 76TH DRIVE, SUITE A  
GAINESVILLE FL 32607

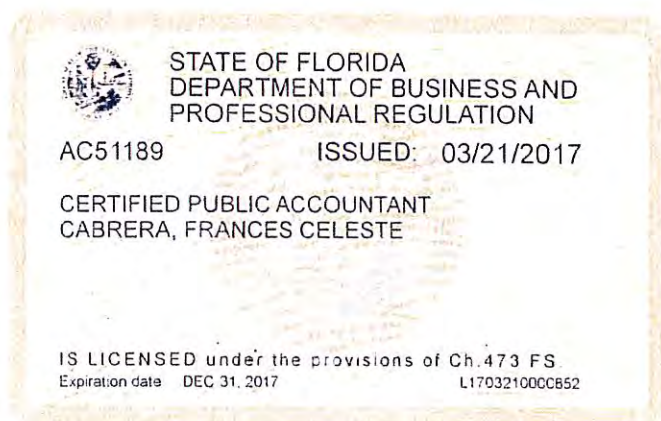
(850) 487-1395

CABRERA, FRANCES CELESTE  
4732 SW 67TH AVE UNIT K4  
MIAMI FL 33155

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

RICK SCOTT, GOVERNOR

MATILDE MILLER, INTERIM SECRETARY

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
BOARD OF ACCOUNTANCY

LICENSE NUMBER
AC51189

The CERTIFIED PUBLIC ACCOUNTANT  
Named below IS LICENSED  
Under the provisions of Chapter 473 FS.  
Expiration date: DEC 31, 2017

CABRERA, FRANCES CELESTE  
4732 SW 67TH AVE UNIT K4  
MIAMI FL 33155





**RFP NO. 2018-02**

**Section 6**

**Proposer's Certification of Independence**



RFP NO. 2018-02

**PROPOSER'S CERTIFICATION OF INDEPENDENCE**

**Acknowledgement of Independence**

Rodriguez, Trueba & Co., C.P.A., P.A. acknowledges that it is independent of The Town of Miami Lakes as defined by the U.S. generally accepted auditing standards and Government Auditing Standards issued by the Comptroller General of the United States of America (The Yellow Book), Section 473.315, Florida Statutes (independence) and 61H1-21.001, Florida Administrative, Code, Independence.

**Confirmation of Independence**

Rodriguez, Trueba & Co., C.P.A., P.A. confirms that it and all proposed key personnel that are primarily responsible for the timely completion of the segment audit meet the appropriate guidelines for independence in relation to The Town of Miami Lakes, pursuant to Florida Statute 473.315 and Florida Administrative Order 61 H1-21.001.

**Assurance of Independence**

Rodriguez, Trueba & Co., C.P.A., P.A. assures that it and all proposed key personnel that are responsible for the timely completion of the audit shall maintain independence in relation to The Town of Miami Lakes throughout the audit engagement.





RFP NO. 2018-02

**PROPOSER'S CERTIFICATION OF INDEPENDENCE**

**Section 6.C - List of Relationships with the Town**

<b>Last Name</b>	<b>First Name</b>	<b>Relationship</b>
Mingo	Frank	Business – 1040 Client
Cid	Manny	Business – Minority Partner of a corporate client



**RFP NO. 2018-02**

**Section 7**

**Proposer's Methodology & Project Plan**



RFP NO. 2018-02

## PROPOSER'S METHODOLOGY & PROJECT PLAN

### a. Methodology and Project Plan

The primary purpose of the audit services requested will be to express an opinion on the presentation of the Town of Miami Lakes annual financial statements, as part of the Town's Comprehensive Annual Financial Report, for the fiscal years ending September 30, 2017, 2018, and 2019. In addition, we will prepare the IRS Form 990-N for two non-profit organizations, Miami Lakes Town Foundation and Miami Lakes Youth Fund. We are committed to fully comply with the requirements in your RFP as presented in our response herein. The audit will be performed in accordance with auditing standards generally accepted in the United States of America as set forth by the American Institute of Certified Public Accountants. As part of the results of our audit, we will also issue our independent auditor's reports on the Town's compliance with Florida Statutes and on its internal control over financial reporting for an audit performed in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States. The audit will include an audit of Federal and State awards in accordance with the provisions of the Federal and Florida Single Audit Act, respectively. We will communicate to the Town and management all matters that come to our attention, including significant deficiencies and material weaknesses in internal control and any non-compliance with Florida Statutes and Auditor General rules and regulations. In addition, RT&C will also report on matters that come to our attention which will improve processes, internal controls and operational efficiency.

Our methodology breaks up the audit into four stages (See graph attached in Section 7, page 110):

1. Strategic planning
2. Execution of the audit plan
3. Evaluation of results
4. Reporting

Each of these stages is described below. The procedures include and are not limited to risk assessment procedures, internal control assessments, electronic data processing techniques, and analytical and substantive accounting balance testing.

#### 1. Strategic planning

The planning stage of our audit will include meetings with the Town's officials to review current operations, to discuss the proposed overall audit plan and timetable, and to identify potential problem areas. Prior to commencing our formal planning process, we will read and become very familiar with the prior year CAFR and meet with the Town's previous independent auditors to review their working papers.

Our review of the prior auditors' working papers will provide us with further background information on the Town's internal control structure and will alert us to any accounting and operating problems encountered in the prior year(s).

Subsequent to these meetings, we will perform the preliminary audit survey, which will provide us with a more thorough understanding of the Town's operations, the system of internal controls, and management and budgetary controls.





At the completion of the planning stage, we will revise the proposed timetable and request supporting schedules to be prepared by the Town's Finance Department Staff. These requests will clearly define responsibilities, set deadlines and target dates that comply with the Town's requirements. A copy of the timetable and documents requested will be furnished to the Town to assist in monitoring the progress of the audit. At this time, we will also agree on the commitment to be made by the Town's Finance Department Staff, and tentatively set-out how these personnel will be utilized.

In this phase we will also perform a year-to-year comparison of the financial statement groupings with prior year amounts and budget amounts for the purpose of analysis and to determine audit risks.

We will also evaluate your internal control procedures, evaluate risks and prepare custom audit programs. In order to evaluate internal controls we will make inquiries of key personnel, observe, document and test controls. We will use our evaluation of controls to assure that our efforts are focused on critical areas with weak controls and minimized on immaterial areas with adequate controls. Statistical sampling will be used and items for testing will be selected at random.

## **2. Execution of the audit plan**

The execution of the audit plan will involve completion of internal control testing, substantive testing, and compliance testing. Our substantive testing will be divided into seven major categories:

- Assets
- Liabilities and Fund Balance
- Revenues
- Expenditures
- Analytical Review and Procedures
- Commitments and Contingencies
- Subsequent Events

The testing will be performed by our staff auditors and senior staff auditors and will be monitored and reviewed on a daily basis by our audit manager. The engagement partner will visit with the audit team at least on a weekly basis to review the work performed, resolve any problems encountered and to ascertain that target dates are being met. Throughout this process the engagement partner and/or manager will communicate with the Town to provide status updates and lists of pending items.

## **3. Evaluation of results**

We will perform extensive review procedures during and at the conclusion of the audit fieldwork to determine the results of our testing. The purpose of the review is also to ensure that the examination is performed in accordance with the firm's quality control standards and U.S. generally accepted auditing standards, and that all audit objectives have been accomplished. The review is performed by the engagement partner and the concurring review principal in our office.

## **4. Reporting**

We will issue the following reports:

- A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles;



- In the event the Town receives Federal and/or State financial assistance, report on compliance and on internal control over compliance with laws and regulations related to major Federal and/or State financial assistance programs;
- A report on compliance and internal control over financial reporting;
- As applicable, a schedule of findings and questioned costs;
- A report on compliance with requirements of Section 218.415, Florida Statutes, concerning the investment of public funds
- A management letter in accordance with the Rules of the Auditor General of the State of Florida;
- Reports on the additional special audits as requested and applicable within this RFP.

At the conclusion of the audit we will also issue a letter to those charged with governance disclosing the following as applicable - our responsibility under generally accepted auditing standards; significant accounting policies; management judgments and accounting estimates; significant audit adjustments; other information in documents containing audited financial statements; disagreements with management; management consultation with other accountants; major issues discussed with management; and difficulties encountered in performing the audit.

- b. **Firm Approach to Project Organization and Management** – see “Methodology and Project Plan” and Section 5 “Team and Key Staff” for resumes, responsibilities of management and staff.
- c. **Project Schedule** - See attached “Project Schedule” chart in Section 7, page 110.
- d. **Firm Approach to Work Plan** - See Section 7 “Methodology and Project Plan” above and “Project Schedule” on page 110 for outlined of our audit approach. Our audit plan has been outlined as described in the RFP Section D “Scope of Services.”
- e. **Management Letters Information**

Throughout the duration of the audit, any items noted that are deemed necessary to be communicated with management, including but not limited to internal control deficiencies, deficiencies related to award programs, recommendations for improvement, new accounting standards, misstatements, other matters, etc., will each be separately documented in a “comment and management point development worksheet” and include (as applicable) the condition, criteria, cause of condition, potential effect of condition, recommendation, other information, etc. for potential communication/discussion with management. Each point will be reviewed by the Audit Manager and/or Engagement Partner prior to discussion with management. Once each item is discussed with management, a determination will be made to ascertain if it is necessary to include in the management letter.

- f. **Monitoring and Progress**

As fieldwork and testing is completed by our staff auditors and senior auditor, the audit manager will monitor and review the work on a daily basis. The engagement partner will visit with the audit team at the minimum on a weekly basis to review the work performed, resolve any problems encountered and to ascertain that target dates are being met. Throughout this process the engagement partner and/or manager will communicate with the Town to provide status updates and lists of pending items.



**g. Electronic Data Processing**

Most, if not all, financial statements for organizations are automated, especially large organizations. Subsequently, Information Technology (IT) auditors must play a significant role in today's audit. Accordingly, our audit methodology integrates evaluation and testing of information systems controls into all phases of the audit. IT assurance specialists- individuals with extensive training and experience in evaluating information systems and applying state-of-the-art technology to the audit process- will be an integral part of our engagement team. This will enhance our ability to work with the Town's IT personnel, understand the Enterprise Resource Planning (ERP) system controls that are in place, and develop thoughtful recommendations to improve them if necessary. If applicable, our audit approach and methodology will also address the entity use of a service organization for any applicable information systems processing. In this case, transactions that affect the Town's financial statements are subjected to controls that are, at least in some part, physically and operationally separate from the entity. Our methodology considers how a service organization affects the Town, and we develop a targeted audit program guide (APG) for our auditors and IT specialist to follow. We will request a copy of the service organization SSAE No. 16 Type II Report covering the relevant audit period. We also document our basis for reliance on a Type II SSAE No. 16 Report. As we integrate IT audit personnel on our audit team, we will be able to focus effectively on the critical control points in the Town's IT environment. For example, we will be able to devote our attentions to information security controls and data integrity especially as it relates to protecting personal identifiable information (PII).

We understand the audit challenges presented by new technologies. Our IT specialists are trained in assessing control risk and auditing in advanced technological environments and platforms including Searer Business Technologies (SBT) and Munis in a manner consistent with our overall audit approach. Additionally, and for the sake of efficiency, we will work with the Town's staff to tailor our audit plan for the use of advanced audit techniques and system audit procedures.

Our approach to information system auditing, carefully coordinated with the evaluation of all management and accounting controls focuses on control within automated business processes and information systems environments. These controls ensure that information systems risks are appropriately managed, strict policies are being complied with, appropriate laws and other regulations are being followed, and systems are being operated in a sound and prudent manner.

**h. Communication of Standard Updates**

Our entire professional staff has electronic access to all of the authoritative sources of accounting guidance and compliance requirements which includes, but is not limited to, Accounting and Auditing Research Collection with FASB Accounting Standards Codification, Governmental Accounting Research System, AICPA guide of Government Auditing Standards and 2 CFR Part 200, Subpart F Audits, and Rules and Guidelines of the Florida Auditor General. Hard copies of these materials are also available in our office. At any time during our engagement we have the ability to communicate any developments in relation to Governmental Accounting Standards Board (GASB) and Financial Accounting Standards Board (FASB) pronouncements that may affect the accounting matters and/or operations.

**i. Professional Development**

RT&C offers specialized training (through in-house and outside providers) in industry-specific areas including Government Auditing Standards. This training assures each person involved in governmental audits obtains a minimum of 24 hours in governmental accounting and auditing during each two year period, as required by the "Yellow Book", as well as at least a



total of 80 hours of educational instruction or training over the same period. The courses are taken to enhance their skills as a governmental auditor and to be aware of all new developments and standards in the accounting and auditing profession.



RFP 2018-02  
Section 7.C - PROPOSER'S METHODOLOGY & PROJECT PLAN (Project Plan Schedule)

	November		December		January		February		March									
	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Week 14	Week 15	Week 16	Week 17	Week 18
STRATEGIC PLANNING																		
Prepare timetable																		
Obtain all permanent file documents necessary																		
Drafting of financial statements																		
Reconciliation between trial balance and financial statements																		
Review of prior auditors' work																		
Research any new accounting principles or policies implemented																		
Preliminary audit survey																		
Obtain an understanding of internal controls																		
Review of data processing and computerized systems																		
Revised timetable																		
Requests of workpaper documents as outlined in Execution of Audit Plan																		
EXECUTION OF AUDIT PLAN (FIELDWORK)																		
Trial balance																		
Groupings																		
Internal Control Testing																		
Preliminary review GFOA and CAFR disclosure checklists with trial balance																		
Year to year comparison, inquiries and resolutions																		
Budget to actual comparison, inquiries and resolutions																		
Assets																		
Liabilities and Fund Balance																		
Revenues																		
Expenditures																		
Analytical Review and Procedures																		
Commitments and Contingencies																		
Subsequent Events																		
EVALUATION OF RESULTS																		
Review of workpapers																		
Preparation of issues to be discussed with management																		
Meetings with management to discuss reportable findings																		
REPORTING																		
Review of CAFR Draft																		
Finalization of CAFR																		



**RFP NO. 2018-02**

**Section 8**

**Affidavits**



ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation No.: RFP NO. 2018-02

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

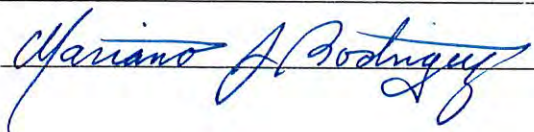
Addendum No. <u>1</u> ,	Dated <u>10/12/17</u>
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____

☐ No Addendum issued for this Solicitation

Firm's Name: Rodriguez, Trueba & Co., PA

Authorized Representative's Name: Mariano J. Rodriguez, CPA

Title: Contact Partner

Authorized Signature: 



RFP 2018-02

Independent Auditing Services

Addendum #1

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. Section D2.01, General, item 6 of the RFP referencing the preparation of IRS 990-N tax returns for two non-profit organizations is hereby deleted in its entirety.
2. Section 2.02-1, General, item 6 of the Contract referencing the preparation of IRS 990-N tax returns for two non-profit organizations is hereby deleted in its entirety.
3. Form PP is hereby revoked and replaced with Form PPR1. References to Form PP should be understood as a reference to Form PPR1.

**Questions and Answers**

1. What were the audit fees paid for the fiscal year ending in September 30, 2016? Was there any special or additional billing?

**Response:** The audit fee for the fiscal year ending in September 30, 2016 was \$42,000. No special or additional fees were included for that audit.

2. Who will be the members of the Evaluation Committee?

**Response:** The members are Albert Aguiar, Frank Diaz, Ramon Hospitalet, and George Barreto. Please refer to Town Resolution 17-1482 for more information.

Please note: A Cone of Silence is in place for this solicitation and any attempts to communicate with Evaluation Committee members will subject the Proposer to disqualification.

3. Will the Town be subject to a Federal Single Audit and/or a Florida Single Audit for the fiscal year ending in September 30, 2017?

**Response:** Yes.

4. The RFP makes reference to the "Preparation of IRS 990-N tax returns for two non-profit organizations: Miami Lakes Town Foundation and Miami Lakes Youth Center Fund." Could you please make the latest IRS-990N form submitted, available to us?

**Response:** Consultant is no longer required to prepare these forms. See Clarifications 1 and 2 above.

5. Section C3 of the RFP, references "Local Preference." What role does Local Preference play in the evaluation of the proposals?

**Response:** Local Preference is not a requirement for submission, nor is it a factor that is considered during evaluation. The preference extends from Section 13 of Ordinance 12-142 (Town's Procurement Ordinance), which operates as an allotment of points that is added to

the final score of qualifying local businesses. Details on how the preference applies can be found in Section 13(b) of the Town's Procurement Ordinance.

6. Section D2.01 of the RFP states that the audit report is to be submitted no later than February 28 and the CAFR must be completed by March 15, however the CAFR for last year was not issued until April 7, 2017. What was the reason for last year's delay?

**Response:** The late issuance was attributed to a delay in receiving benefits information from the Florida Retirement System.

7. When is the Town's general ledger closed down and ready to be audited?

**Response:** The Town will provide the Final Trial Balance by the end of the first week of January.

8. Is the previous auditing firm able to submit a proposal or is this mandatory rotation?

**Response:** The previous auditing firm is permitted to submit a proposal. This solicitation is not issued pursuant to a mandatory rotation.

9. How many audit adjustments were proposed by the prior auditor?

**Response:** None

10. What was the fee for the last three years by component?

**Response:** The fee structure in prior years has been a flat fee. In other words, it is not broken down by components.

Acknowledgement:

Mariano J. Rodriguez, CPA

Name of Signatory

Contact Partner

Title

10/24/17

Date



Signature

Rodriguez, Trueba & Co., CPA, PA

Name of Bidder

Thomas Fossler  
Procurement Manager



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 Mariano J. Rodriguez, CPA - Contact Parnter

[print individual's name and title]

for Rodriguez, Trueba & Co., CPA, PA

[print name of entity submitting sworn statement]

whose business address is

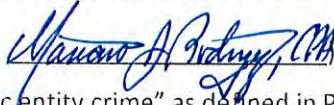
1985 NW 88th Court, Suite 101

Doral, FL 33172

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2738713

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement:



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.]

X 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]

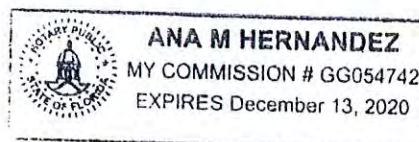
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE 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 known 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 Mariano J. Rodriguez executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 24<sup>th</sup> day of October, 2017

My Commission Expires: Dec. 13, 2020

ana m h  
Notary Public State of Florida at Large





NON-COLLUSIVE AFFIDAVIT

State of Florida }  
County of Miami-Dade } SS:  
Mariano J. Rodriguez

being first duly sworn, deposes and says that:

- a) He/she is the Owner, (Owner, Partner, Officer, Representative or Agent) of Rodriguez, Trueba & Co., CPA, PA, 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:

Witness

Witness

By:

Mariano J. Rodriguez, CPA

(Printed Name)

Contact Partner

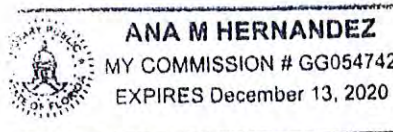
(Title)

BEFORE ME, the undersigned authority, personally appeared known 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 Mariano J. Rodriguez executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 24<sup>th</sup> day of October, 2017

My Commission Expires: Dec. 13, 2020

Notary Public State of Florida at Large





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: Mariano J. Rodriguez, CPA  
Title: Contact Partner

BEFORE ME, the undersigned authority, personally appeared known 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 Mariano J. Rodriguez executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 24<sup>th</sup> day of October, 2017

My Commission Expires: Dec. 13, 2020

Camila  
Notary Public State of Florida at Large



State of Florida }  
County of Miami-Dade } SS:

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.

Witness Lucas

Witness Oprieno

By: Stanley A. Pedney, MD

(Printed Name)

(Title)

WITNESS, my hand and official seal this 24<sup>th</sup> day of October, 2017.

Camila  
Notary Public State of Florida at Large





## 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: Rodriguez, Trueba & Co., CPA, PA

Authorized representative (print): Mariano J. Rodriguez, CPA

Authorized representative (signature):  Date: 10/24/17



## PUBLIC RELATIONS AFFIDAVIT

Bidder's Name: Rodriguez, Trueba & Co., CPA, PA

Solicitation No.: RFP NO 2018-02

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.

Mingo	Franck	Business
Last name	First name	Relationship
Cid	Manny	Business
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
_____	_____	_____
Last name	First name	Relationship
_____	_____	_____
Last name	First name	Relationship

Mariano J. Rodriguez  
Authorized Signature

10/24/17  
Date:

Mariano J. Rodriguez, CPA  
Print Name

Contact Partner  
Title:





**RFP NO. 2018-02**

**Local Vendor Form**



Rodriguez, Trueba & Co., CPA, PA  
Proposal for External Auditing Services



## Local Vendor Preference Certification

Section 13 of the Town of Miami Lakes Procurement Ordinance, 12-142 provides preferences to business entities located within the town boundaries if the business entity meets the requirements for the vendor preference and its bid or proposal meets the thresholds established in the Procurement Ordinance. Details on these requirements and thresholds can be found by visiting the Town's Procurement webpage at <http://www.miamilakes-fl.gov/our-govt/admin-procurement.php>.

By completing the information required below and submitting this form the business entity certifies that it meets the requirements for local preference as stipulated in the Procurement Ordinance. **This form must be submitted with the business entities response to a solicitation. The Town, at its sole discretion, may allow for the form to be submitted after the date and time stated for the bid or response to be received by the Town.**

Solicitation Number: 2018-02 Solicitation Title: Request for Proposal Independent Auditing Services

Mark each of the following as applicable:

- ☒ The business entity is located within the boundaries of the Town, and the goods or services will be furnished from this location.  
Local Address: 8040 NW 155th Street, Suite 206, Miami Lakes, FL 33016
- ☐ The business entity possesses a current certificate of use issued 6 months prior to the solicitation being issued.  
Certificate of Use No.: \_\_\_\_\_
- ☒ The business entity possesses a current business tax receipt issued at least 6 months prior to the solicitation being issued.  
Business Tax Receipt No.: BTR2018-1143
- ☐ At least 40% of the business entity's ownership resides in the Town of Miami Lakes prior to the solicitation being issued.
- ☐ (For Services) Service will be provided solely from the place of business located within the Town.

Additional information may be requested to determine if the business entity is entitled to the local preference.

This certification is submitted with the full knowledge that should the Town determine that any of the information provided prove to be false the business entities bid/response may be rejected and the business entity may be excluded from bidding on future solicitation for a period of up to three (3) years.

Name of Business Entity: Rodriguez, Trueba & Co., PA

Address: 8040 NW 155th Street, Suite 206, Miami Lakes, FL 33016

Tax ID/FEIN/SSN: 59-2738713

Contact Name: Mariano J. Rodriguez, CPA

Phone No.: 305-593-2644 ext 108

Title: Contact Partner

Email: mrodriguez@rtc-cpa.com

Signature: Mariano J. Rodriguez CPA

Date: 10/24/17

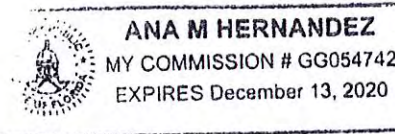


BEFORE ME, the undersigned authority, personally appeared known to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Mariano executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 24<sup>th</sup> day of October, 2017

My Commission Expires: Dec 13, 2020

Camila  
Notary Public State of Florida at Large



**PROPOSAL TO PROVIDE  
INDEPENDENT AUDITING SERVICES FOR**

**RFP NO. 2018-02 REQUEST FOR PROPOSAL  
INDEPENDENT AUDITING SERVICES  
TOWN OF MIAMI LAKES, FLORIDA**



**FOR THE YEARS ENDING SEPTEMBER 30, 2017, 2018 AND 2019  
PART B – PRICE PROPOSAL**



**Contact Person:**

Mariano J. Rodriguez, CPA  
Rodriguez, Trueba & Co., C.P.A., P.A.  
[mrodriguez@rtc-cpa.com](mailto:mrodriguez@rtc-cpa.com)  
**305-593-2644 ext. 108**





**RFP 2018-02**  
**Price Proposal**  
**Independent Audit Services**  
**Form PPR1**

The Proposer declares that it has fully reviewed the requirements of the RFP, and informed itself fully of the Scope of Work and all other conditions and circumstances pertaining to the work to be performed; and that this Proposal is submitted voluntarily and willingly.

The Proposer had determined based on its business and professional expertise that it can perform the work in accordance with the requirements of the RFP and the Contract.

The Proposer agrees, if its Proposal is accepted, to timely execute a contract with the Town, pursuant to the terms and conditions of the RFP and the Agreement attached thereto, at the prices and rates listed below.

The prices stated below include all costs to complete the Services requested under the RFP and Contract.

**Section A.      Audit Price for Initial Agreement Term**

Proposer shall state its price for providing the required Services as stated in the RFP and in accordance with the Agreement terms and conditions. The price shall be exclusive of any additional services, which will be priced separately. Proposer shall provide a flat fixed fee price for each Fiscal Year (FY), which is inclusive of all costs as stipulated in Section E1.02(1) of the RFP. The first three fiscal years are included in the term of the contract. Services for the Fiscal Years ending September 30, 2020 and September 30, 2021 are options that the Town may exercise in its sole discretion.

1. Total Price for the FY ending September 30, 2017:	\$ <u>42,000</u>
2. Total Price for the FY ending September 30, 2018:	\$ <u>43,000</u>
3. Total Price for the FY ending September 30, 2019:	\$ <u>44,000</u>
4. <b>(Option)</b> Total Price for the FY ending September 30, 2020	\$ <u>45,000</u>
5. <b>(Option)</b> Total Price for the FY ending September 30, 2021	\$ <u>46,000</u>
<b>Combined Total Price:</b>	\$ <u>220,000</u>

Total Amount written in words:

Two hundred twenty thousand dollars

**Section B. Additional Services****B1. Audit Price for Federal/Florida Single Audit:**

Total Price for OMB A-133 Single Audit\*:

\$ 7,500

\*Additional Price for any year in which a Single Audit is required.

**B2. Hourly Rates for Additional Services:**

Classification	FY Ending Sept. 30, 2017	FY Ending Sept. 30, 2018	FY Ending Sept. 30, 2019	(Option) FY Ending Sept. 30, 2020	(Option) FY Ending Sept. 30, 2021
Partner/Principal	\$300	\$300	\$300	\$300	\$300
Senior Manager					
Manger	\$200	\$200	\$200	\$200	\$200
Senior Auditor	\$150	\$150	\$150	\$150	\$150
Auditor	\$125	\$125	\$125	\$125	\$125
Jr. Auditor					
Clerical Support*	\$50	\$50	\$50	\$50	\$50
Staff <sup>1</sup>	\$75	\$75	\$75	\$75	\$75
Staff <sup>2</sup>					
Staff <sup>2</sup>					

<sup>1</sup>For work directly related to the additional services & does not include such items as filing, processing, invoices or similar general work. <sup>2</sup>Staff position classification must be provided

By signing below Proposer certifies that the information contained in its Price Proposal includes all costs for the Project. The Town at its sole discretion may negotiation with the elements of the Fee with the Proposer.

Rodriguez, Trueba &amp; Co., CPA, PA

Proposer's Name

By: Mariano J. Rodriguez  
Signature of Authorized Officer

10 / 24 / 17  
Date

Mariano J. Rodriguez, CPA

Printed Name

Contact Partner

Title

**RESOLUTION NO. 17-\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE EVALUATION COMMITTEE’S RECOMMENDATION TO AWARD RFP 2018-02 INDEPENDENT AUDITING SERVICES TO RODRIGUEZ TRUEBA & COMPANY, CPA, PA, OR ONE OF THE THREE NEXT HIGHEST RANKED FIRMS; 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”) issued Request for Proposals (“RFP”) No. 2018-02 on October 6, 2017 to secure an independent auditing firm for annual examination of the Town’s financial statements; and

**WHEREAS**, the scope of services includes an evaluation of the Town’s system of internal control to assess the extent it can be relied upon to ensure accurate information, compliance with laws and regulations, and to provide for efficient and effective operations; and

**WHEREAS**, the Town received five (5) responsive RFP proposals by the established due date; and

**WHEREAS**, in accordance with the requirements of Florida Statute 218.391, the Town Council appointed an Auditor Selection Committee via Resolution No. 17-1482 (the “Committee”); and

**WHEREAS**, the Committee evaluated and ranked the proposals in accordance with the criteria identified in the solicitation and established a list of four firms in accordance with Florida Statute 218.391(3)(e), (the “Shortlist”); and

**WHEREAS**, the four highest ranked firms established by the Committee are as follows and comprise the Shortlist: (1) Rodriguez, Trueba & Company, CPA, PA (“RT&C”); (2) Alberni Caballero & Fierman, LLP; (3) Keefe McCullough; and (4) S. Davis & Associates, PA; and

**WHEREAS**, the cost of independent audit services for the term of the contract, including renewal terms, is \$220,000 with hourly rates established for OMB A-133 Single Audits and additional services as needed; and

**WHEREAS**, the Town Council approves the Committee’s recommendation and authorizes the Town Manager to enter into the contract with RT&C for award of RFP 2018-02 Independent Auditing Services; and

**WHEREAS**, should negotiations with RT&C be unsuccessful, the Town Manager is authorized to terminate negotiations and move forward with the next highest ranked firm until an agreement is successfully negotiated and executed; and

**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 Rodriguez, Trueba & Company, CPA, PA in an amount not to exceed \$250,000.00.

**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 Contract with Rodriguez, Trueba & Company, CPA, PA for Independent Auditing Services. In the event negotiations with RT&C are unsuccessful, the Town Manager is



authorized to terminate negotiations and move forward with the next highest ranked firm until an agreement is successfully negotiated and executed.

**Section 4.**     **Authorization of Fund Expenditure.**     Notwithstanding     the limitations imposed upon the Town Manager under Town Ordinance 12-142, the Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the Contract.

**Section 5.**     **Execution of the Contract.**     The Town Manager is authorized to execute the Contract with Rodriguez, Trueba & Company, CPA, PA for Independent Auditing Services on behalf of the Town in an amount not to exceed budgeted funds per fiscal year, in substantially the form attached hereto.

**Section 6.**     **Effective Date.**     This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this 5th day of December, 2017.

Motion to adopt by \_\_\_\_\_, second by \_\_\_\_\_.

FINAL VOTE AT ADOPTION

Mayor Manny Cid	_____
Vice Mayor Frank Mingo	_____
Councilmember Luis Collazo	_____
Councilmember Ceasar Mestre	_____
Councilmember Frank Mingo	_____
Councilmember Marilyn Ruano	_____
Councilmember Nelson Rodriguez	_____

\_\_\_\_\_  
Manny Cid  
MAYOR

Attest:

Approve as to Form and Legal Sufficiency

\_\_\_\_\_  
Gina Inguanzo  
TOWN CLERK

\_\_\_\_\_  
Raul Gastesi, P.A.  
TOWN ATTORNEY



## **Town of Miami Lakes Memorandum**

---

**To:** Honorable Mayor and Councilmembers  
**From:** Alex Rey, Town Manager  
**Subject:** Florida Department of Transportation Safe Routes to School Grant  
**Date:** 12/5/2017

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### **Recommendation:**

It is recommended that the Town Council approve the proposed Resolution authorizing the Town Manager to apply for, and if awarded, execute the Agreement with the Florida Department of Transportation for the Safe Routes to School (SRTS) Grant.

### **Background:**

The Florida Department of Transportation (FDOT) provides a Safe Routes to Schools (SRTS) Grants. The grants are built on the 5-E's Concept of Engineering, Education, Encouragement, Enforcement, and Evaluation through funding projects that remove the barriers which prevent children, parents, and the community from walking or bicycling to and from school safely. Barriers may include lack of infrastructure or unsafe infrastructure, education, and traffic control.

The Town successfully secured a former SRTS Grant (Resolution No.08-633; Resolution No.14-1181) to assist in funding the Miami Lakeway North and South Project, constructing a shared use path, tree removal and installation, and signal modification. The Bob Graham Education Center, located at 15901 NW 79th Avenue in Miami Lakes, serves Miami Lakes students in grades K through 8. Traffic congestion occurs during drop off and dismissal peak times on NW 79th Avenue, a two-lane access road located adjacent to the school and numerous residential homes. This roadway provides limited access for students, teachers, and parents. The grant will focus on improving and enhancing pedestrian infrastructure on NW 79th Avenue, including widening sidewalks, installing curb ramps, and updating crosswalks, inviting students and parents to walk and bicycle to and from this school safely.

Coordination and support from the School Board and Principal are vital elements of the proposal. Thus, the Town held a SRTS Grant Strategy Meeting on November 7, 2017 to discuss the proposed project. The meeting was attended by Town Staff, Bob Graham Education Center Principal, School Resource Officer, UM WalkSafe Program Coordinator, and the FDOT Community Traffic Safety Program Coordinator. The proposed project was well received by all. Moreover, on November 15, 2017, the School Board of Miami-Dade County endorsed Bob Graham Education Center for submittal under the SRTS Grant Program.

The proposed project is estimated at approximately \$250,000, with no required match from the Town. If funded, the SRTS Grant will provide Miami Lakes students with safe pedestrian access to quality education.

**ATTACHMENTS:**

Description

Resolution



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AUTHORIZING THE TOWN MANAGER TO APPLY FOR AND IF AWARDED EXECUTE AN AGREEMENT BETWEEN THE TOWN OF MIAMI LAKES AND THE FLORIDA DEPARTMENT OF TRANSPORTATION; AUTHORIZING THE TOWN MANAGER TO TAKE ALL STEPS NECESSARY TO APPLY FOR, EXECUTE AND SATISFY THE REQUIREMENTS OF THE SAFE ROUTES TO SCHOOLS GRANT PROGRAM; AUTHORIZING IMPLEMENTATION OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Miami Lakes ("the Town") strives to provide safe and accessible trails for residents and schoolchildren; and

**WHEREAS**, the Florida Department of Transportation provides a Safe Routes to School Grant ("SRTS") in order to assist local governments with creation of infrastructure, traffic control, removal of infrastructure and education in order to remove barriers that prevent parents and students from walking or bicycling to school safely; and

**WHEREAS**, the Town has successfully obtained SRTS grants to fund projects along Miami Lakeway North and South that have led to share use paths, tree removal and signal modification; and

**WHEREAS**, the Town has identified a need to improve pedestrian infrastructure on N.W. 79<sup>th</sup> Avenue, adjacent to Bob Graham Education Center;

**WHEREAS**, the proposed project and application is for \$250,000.00, with no required match from the Town;

**WHEREAS**, the Town Council believes it is in the best interest of the Town for the Town Manager to apply for an SRTS grant, and if approved execute the agreement for the grant.

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

**Section 1. Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.

**Section 2. Authorization to Apply for and if Awarded Execute Agreement.** The Town Manager is authorized to apply for and if awarded execute an agreement with the Florida Department of Transportation, Safe Routes to School Grant.

**Section 3. Authorization of Town Officials.** The Town Manager and/or his designee and the Town Attorney are authorized to take all actions necessary to implement this Resolution.

**Section 4. Effective Date.** This Resolution shall be effective immediately upon adoption.

**PASSED AND ADOPTED** this 5th day of December, 2017.

Motion to adopt by \_\_\_\_\_, second by \_\_\_\_\_.

**FINAL VOTE AT ADOPTION**

Mayor Manny Cid	_____
Vice Mayor Frank Mingo	_____
Councilmember Luis Collazo	_____
Councilmember Ceasar Mestre	_____
Councilmember Frank Mingo	_____
Councilmember Marilyn Ruano	_____
Councilmember Nelson Rodriguez	_____

\_\_\_\_\_  
Manny Cid  
MAYOR

Attest:

Approve as to Form and Legal Sufficiency

\_\_\_\_\_  
Gina Inganzo  
TOWN CLERK

\_\_\_\_\_  
Raul Gastesi, P.A.  
TOWN ATTORNEY



## **Town of Miami Lakes Memorandum**

---

**To:** Honorable Mayor and Councilmembers  
**From:** Alex Rey, Town Manager  
**Subject:** Town of Miami Lakes Title VI Plan Update  
**Date:** 12/5/2017

---

### **Recommendation:**

It is recommended that the Town Council approve the proposed update to the Title VI Plan for the Town of Miami Lakes as required by Federal law.

### **Background:**

In 2013, the Town received federal grant funds in the amount of \$864,000 for the purchase of two buses to expand the Town transit system. As sub-recipients of federal funds from the Federal Transit Administration (FTA), the Town must comply with the requirements of Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, or national origin in programs and activities receiving Federal financial assistance. Hence, on October 8th, 2013 the Town passed Resolution 13-1148, adopting the Town of Miami Lakes Title VI Transportation Plan to meet the FTA requirements.

Under FTA's Title VI Circular, 4702.1B "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," municipalities who are sub-recipients of federal funds must update and approve (by governing body) their Title VI Plan every three years. Therefore, to remain in compliance with the FTA requirements, the Town of Miami Lakes Title VI Plan has been updated to the standards set in FTA's Title VI Circular, 4702.1B.

The Town's Title VI Plan is included as an Exhibit to the Resolution.

### **ATTACHMENTS:**

Description

Resolution

Title VI Program

Letter

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, TO APPROVE THE UPDATED TITLE VI TRANSPORTATION PROGRAM PLAN; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE PLAN; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the Town of Miami Lakes (the "Town") received Federal funds from the Federal Transit Administration (FTA); and

**WHEREAS**, the Town must comply with Title VI of the Civil Rights Act of 1964 which prohibits discrimination on the basis of race, color or national origin in programs and activities receiving Federal financial assistance; and

**WHEREAS**, on October 8, 2013, the Town passed Resolution 13-1148 adopting the Town of Miami Lakes Title VI Transportation Plan to meet FTA requirements; and

**WHEREAS**, Municipalities who receive funds subject to Title VI, must renew their plans every three (3) years;

**WHEREAS**, the updated Title VI Transportation Program Plan is included as an exhibit; and

**WHEREAS**, the Town Council approves the plan.

**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 updated Title VI Transportation Program Plan for Miami Lakes Mover services for submittal to the Federal Transit Administration.



**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 comply with the terms and conditions of the updated Title VI Transportation Plan.

**Section 4. Execution of the Contract.** The Town Manager is authorized to execute the terms and conditions of the updated Title VI Transportation Plan for submittal to the South Florida Regional Transportation Authority in order to comply with Title VI funding guidelines.

**Section 5. Effective Date.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this 5th day of December, 2017.

Motion to adopt by \_\_\_\_\_, second by \_\_\_\_\_.

FINAL VOTE AT ADOPTION

Mayor Manny Cid \_\_\_\_\_

Vice Mayor Frank Mingo \_\_\_\_\_

Councilmember Luis Collazo \_\_\_\_\_

Councilmember Ceasar Mestre \_\_\_\_\_

Councilmember Frank Mingo \_\_\_\_\_

Councilmember Marilyn Ruano \_\_\_\_\_

Councilmember Nelson Rodriguez \_\_\_\_\_

\_\_\_\_\_  
Manny Cid  
MAYOR

Attest:

Approve as to Form and Legal Sufficiency

\_\_\_\_\_  
Gina Inguanzo  
TOWN CLERK

\_\_\_\_\_  
Raul Gastesi, P.A.  
TOWN ATTORNEY

# Town of Miami Lakes



## Title VI Program Plan



6601 Main Street • Miami Lakes, Florida, 33016  
Office: (305) 364-6100 • Fax: (305) 558-8511  
Website: [www.miamilakes-fl.gov](http://www.miamilakes-fl.gov)

## **Miami Lakes**

### **Title VI Plan Program Plan**

#### **Plan Statement**

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance. Specifically, Title VI provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance" (42 U.S.C. Section 2000d).

The Town of Miami Lakes is committed to ensuring that no person is excluded from participation in, or denied the benefits of its transit services or any and all of its programs, services and activities on the basis of race, color, or national origin, as protected by Title VI in Federal Transit Administration (FTA) Circular 4702.1.B.

This plan was developed to guide the Town of Miami Lakes in its administration and management of Title VI-related transportation programs.

#### **Title VI Coordinator Contact information**

Michelle Gonzalez  
Town of Miami Lakes  
6601 Main Street  
Miami Lakes, FL 33014  
305-364-6100



## **Title VI Information Dissemination Procedure**

Title VI information posters shall be prominently and publicly displayed on all service vehicles. The name and contact information of the Title VI coordinator is available on the Town's website, at [www.miamilakes-fl.gov](http://www.miamilakes-fl.gov). Additional information relating to the Town's nondiscrimination obligation can be obtained from the Miami Lakes Title VI Coordinator.

## **Subcontracts and Vendors**

Title VI information shall be disseminated to all transit vendors annually via personal delivery from the Town to the transit operator. This form reminds each vendor of the Town of Miami Lakes policy statement, and of their Title VI responsibilities in their daily work and duties.

All subcontractors and vendors who receive payments from The Town of Miami Lakes where funding originates from any federal assistance are subject to the provisions of Title VI of the Civil Rights Act of 1964 as amended.

## **Record Keeping**

The Title VI Coordinator will maintain permanent records, which include, but are not limited to, signed acknowledgements of receipt from the vendor indicating the receipt of the Title VI Plan, copies of Title VI complaints or lawsuits and related documentation, and records of correspondence to and from complainants, and Title VI investigations.

## **Title VI Complaint Procedures**

### **How to file a Title VI Complaint?**

The complainant may file a signed, written complaint up to one hundred and eighty (180) days from the date of the alleged discrimination (Appendix C). The complaint should include the following information:

Your name, mailing address, and how to contact you (i.e., telephone number, email address, etc.)

How, when, where and why you believe you were discriminated against. Include the location, names and contact information of any witnesses.

Other information that you deem significant

The Title VI Complaint Form (see Appendix C) may be used to submit the complaint information. The complaint may be filed in writing to the Town of Miami Lakes at the following address:

Town of Miami Lakes  
6601 Main Street  
Miami Lakes, FL 33014

NOTE: The Town of Miami Lakes encourages all complainants to certify all mail that is sent through the U.S. Postal Service and/or ensure that all written correspondence can be tracked easily. Complaint must be mailed to the Title VI Coordinator no later than 180 days from the alleged date of discrimination.

**What happens to the complaint once is it submitted?**

All complaints alleging discrimination based on race, color or national origin in a service or benefit provided by the Town of Miami Lakes will be directly addressed by the Title IV Coordinator who shall also provide appropriate assistance to complainants, including those persons with disabilities, or who are limited in their ability to communicate in English. Additionally, the Town of Miami Lakes shall make every effort to address all complaints in an expeditious and thorough manner.

A letter of acknowledging receipt of complaint will be mailed within seven days (Appendix B). Please note that in responding to any requests for additional information, a complainant's failure to provide the requested information may result in the administrative closure of the complaint.

**How will the complainant be notified of the outcome of the complaint?**

The Town of Miami Lakes will send a final written response letter (see Appendix D) to the complainant. In the letter notifying complainant that the complaint is not substantiated (Appendix E), the complainant is also advised of his or her right to 1) appeal within seven calendar days of receipt of the final written decision from the Town of Miami Lakes, and/or 2) file a complaint externally with the U.S. Department of Transportation and/or the FTA. Every effort will be made to respond to Title VI complaints within 60 working days of receipt of such complaints, if not sooner.

Once sufficient information for investigating the complaint is received by the Town of Miami Lakes, a written response will be drafted subject to review by the Town Attorney. If appropriate, the Town Attorney may administratively close the complaint. In this case, the Town of Miami Lakes will notify the complainant of the action as soon as possible.

In addition to the complaint process described above, a complainant may file a Title VI complaint with the following offices:

Federal Transit Administration Office of Civil Rights  
Attention: Title VI Program Coordinator  
East Building, 5th Floor – TCR  
1200 New Jersey Ave., SE  
Washington, DC 20590

### **Limited English Proficiency (LEP) Plan**

According to the 2010 Decennial Census the Town of Miami Lakes has an approximate total population of 29,361 people, of which 81% are of Hispanic ethnic origin. In addition, over 76% of residents identify Spanish as their first language and their chosen method of communication while at home. Recognizing a need to accommodate passengers with diverse ethnic backgrounds, the Town has been committed to providing transit services which are accessible to all persons regardless of potential language barriers. As a result, the Town of Miami Lakes will use the following guidelines to assist persons with Limited English Proficiency.

1. Currently, two thirds of the drivers who operate transit services on behalf of the Town are bi-lingual and speak both English and Spanish fluently.
2. The Town will continue to encourage its vendors to provide bi-lingual transit operators.
3. The Town of Miami Lakes Title VI Policy and Complaint Procedures will be hosted on the Town's web page in English and made available in other languages as requested.
4. The Town of Miami Lakes will educate our staff, contractors, and vendors on the following procedures.
  - a. Understanding the Title VI Policy and LEP responsibilities
  - b. How to access Title VI Policy and Procedures via the Town's shared server
  - c. Document and resolve any language assistance deficiencies
  - d. The procedure if a Title VI and/or LEP complaint is filed.

The Town of Miami Lakes will review LEP procedures annually to determine if modifications are needed to meet language assistance deficiencies.

Town of Miami Lakes  
6601 Main Street  
Miami Lakes, FL 33014  
Phone: 305-364-6100

## **Public Participation Element**

As an agency receiving federal financial assistance, we have made the following community outreach efforts:

The Town of Miami Lakes continuously seeks innovative methods to engage the public in its planning and decision-making processes, as well as its marketing and outreach activities. Recent outreach initiatives have included:

- Engaging the business community in marketing and promotional efforts for transit services
- Conducting a Commuter Travel Pattern Survey through the Town's local business directory via e-mail
- Hosting the Commuter Travel Pattern Survey on the Town's website for public participation
- Advertising Miami Lakes transit in the Town's local paper, "The Laker", and inviting public inquiries

Resolutions adopted by the Town to apply for and utilize Federal and State grant funding have been posted on the public hearing/meeting agenda web page and were subject to public notice and comment procedures.

The Town of Miami Lakes and its records are available to the public and the Town welcomes their input.

The Town's Title VI Complaint Procedure is available to the public 24 hours/7days a week via our website [www.miamilakes-fl.gov](http://www.miamilakes-fl.gov).

# **The Town of Miami Lakes**



## **CHAPTER IV REQUIREMENTS FOR TRANSIT PROVIDERS**



## **Service Standards**

### **○ Vehicle load for each mode**

Currently, the Town has two large buses which are being used to operate circulator services. The buses are of the same make and model (Ford El Dorado EZ Rider II) and only differ by engine type. One bus has a traditional diesel dependent fuel system and the other is a hybrid. In addition, each bus has standard seating for 21 passengers and 2 additional wheelchair accessible seats totaling a passenger load of 23. The buses are equipped with bicycle racks to encourage and accommodate non-motorized multi-modal travel.

### **○ Vehicle headway for each mode**

The Miami Lakes Moover is a continuous circulator and has headway of 40 minutes on each route.

### **○ On time performance for each mode**

The Miami Lakes Moover typically has no significant issues with on time performance. Through additional route analysis and development, the Town plans to reduce headways, increase route efficiency, and improve overall performance of the Miami Lakes Moover.

### **○ Service availability for each mode**

The Miami Lakes Moover buses are available 5 days a week, except on holidays, when the Town's office is closed. Service is available during peak morning (6:00 a.m.-10:40 a.m.) and peak afternoon (2:30pm-7:15pm) travel periods. All vehicles adhere to ADA guidelines for passenger accessibility and encourage the use of alternative transportation methods such as; transit, walking, and biking.

## **Service Policies**

### **○ Transit Amenities for each mode**

All vehicles are equipped with the following:

- Air conditioned interior
- Wheelchair ramps
- Wheelchair accessible seating
- Low floor entry
- Non-skid surface installation at entry and exit points
- Rubber edged steps to prevent slippage and injury

- Front loading bicycle racks

Through an Interlocal Agreement with Miami-Dade County the Town has the expanded the availability of transit stop amenities, which includes the usage of Miami-Dade County Metrobus benches and shelters. This allows passengers to wait for various modes of transit at one stop.

- **Vehicle Assignment**

The Miami Lakes Fleet currently consists of two vehicles which are provided through a contractual lease from the Town's transit vendor who also operates bus services on the Town's behalf. The make and model of both buses are as follows:

**Make:** Ford

**Model:** El Dorado EZ Rider II (Diesel Engine)

**Route:** West Route

**Make:** Ford

**Model:** El Dorado EZ Rider II (Hybrid)

**Route:** East Route

These buses operate on the same fixed route, which circulates through the whole Town.

# APPENDIX

## **Appendix A**

### **Notifying the Public of Rights Under Title VI**

## **The Town of Miami Lakes**

- The Town of Miami Lakes operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with the Town of Miami Lakes.
- For more information on the Town of Miami Lakes' civil rights program, and the procedures to file a complaint, contact 305-364-6100; email [gonzalezm@miamilakes-fl.gov](mailto:gonzalezm@miamilakes-fl.gov); or visit Town Hall at 6601 Main Street, Miami Lakes, FL 33014. For more information, visit [www.miamilakes-fl.gov](http://www.miamilakes-fl.gov).
- A complainant may file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5<sup>th</sup> Floor-TCR, 1200 New Jersey Ave., SE, Washington, DC 20590.
- If you require information in Spanish, contact 305-364-6100.
  - Si usted requiere información en español por favor llamar 305-364-6100.

## **Appendix B**

### **Title VI Complaint Procedures**

Title VI of the 1964 Civil Rights Act requires that “No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.” Any person who believes he or she has been discriminated against on the basis of race, color, or national origin by the Town of Miami Lakes (herein referred to as “Miami Lakes”) may file a Title VI complaint by completing and submitting the agency’s Title VI Complaint Form. Miami Lakes investigates complaints received no more than 180 days after the alleged incident. The Town or its designated Title VI Coordinator will process complaints that are complete.

Once the complaint is received, the Title VI Coordinator will review it to determine if our office has jurisdiction. The complainant will receive an acknowledgement letter informing him/her whether the complaint will be investigated by our office.

The Town has 60 days to investigate the complaint. If more information is needed to resolve the case, the Town’s Title VI Coordinator may contact the complainant. The complainant will have 10 business days from the date of the letter to send the requested information to the investigator assigned to the case. If the investigator is not contacted by the complainant or does not receive the additional information within 10 business days, the Title VI Coordinator can administratively close the case. A case can also be administratively closed if the complainant no longer wishes to pursue their case.

After the case is investigated he/she will issue one of two letters to the complainant: a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed. An LOF summarizes the allegations and the interviews regarding the alleged incident, and explains whether any disciplinary action, additional training of the staff member or other action will occur.

If the complainant wishes to appeal the decision, he/she has 10 business days after the date of the LOF to do so.

A person may also file a complaint directly with the Federal Transit Administration, at FTA Office of Civil Rights, 1200 New Jersey Avenue SE, Washington, DC 20590.



## APPENDIX C

### Title VI Complaint Form

If you feel you have been discriminated against in the use of any Miami Lakes transit services, please provide the following information in order to assist us in processing your complaint and send it to:

Michelle Gonzalez  
Title VI Coordinator  
Town of Miami Lakes  
6601 Main Street  
Miami Lakes, FL 33014

Please print clearly:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ (home) \_\_\_\_\_ (cell) \_\_\_\_\_  
(message)

Person discriminated against: \_\_\_\_\_

Address of person discriminated against: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Please indicate why you believe the discrimination occurred:

\_\_\_\_\_ race or color  
\_\_\_\_\_ national origin  
\_\_\_\_\_ income  
\_\_\_\_\_ other

What was the date of the alleged discrimination?  
\_\_\_\_\_

Where did the alleged discrimination take place?

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Please describe the circumstances as you saw it:

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Please list any and all witnesses' names and phone numbers:

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Please attach any documents you have which support the allegation. Then date and sign this form and send to the Title VI Coordinator at:

Town of Miami Lakes  
6601 Main Street  
Miami Lakes, FL 33014

\_\_\_\_\_  
Your signature

\_\_\_\_\_  
Print your name

\_\_\_\_\_  
Date

## **Appendix C1**

### **Letter Acknowledging Receipt of Complaint**

Today's Date

Complainant's Name  
Complainant's Address

Dear (Mr/Ms):

This letter is to acknowledge receipt of your complaint against the Town of Miami Lakes alleging \_\_\_\_\_.

An investigation will begin shortly. If you have additional information you wish to convey or questions concerning this matter, please feel free to contact this office by telephoning 305-364-6100, or write to me at this address.

Sincerely,

Michelle Gonzalez, Senior Transportation Manager  
Town of Miami Lakes  
6601 Main Street  
Miami Lakes, FL 33014

## **Appendix C2**

### **Letter Notifying Complainant that the Complaint Is Substantiated**

Today's Date

Complainant's Name

Complainant's Address

Dear (Mr/Ms):

The matter referenced in your letter of \_\_\_\_\_ (date) against the Town of Miami Lakes alleging Title VI violation has been investigated.

(An/Several) apparent violation(s) of Title VI of the Civil Rights Act of 1964, including those mentioned in your letter (was/were) identified. Efforts are underway to correct these deficiencies.

Thank you for bringing this important matter to our attention. You may be hearing from this office, or from federal authorities, if your services should be needed during the administrative hearing process.

Sincerely,

Michelle Gonzalez, Senior Transportation Manager  
Town of Miami Lakes  
6601 Main Street  
Miami Lakes, FL 33014

## **Appendix C3**

### **Letter Notifying Complainant that the Complaint Is Not Substantiated**

Today's Date

Complainant Name  
Complainant Address

Dear (Mr/Ms)

The matter referenced in your complaint of \_\_\_\_\_ (date) against the Town of Miami Lakes alleging \_\_\_\_\_ has been investigated.

The results of the investigation did not indicate that the provisions of Title VI of the Civil Rights Act of 1964 had in fact been violated. As you know, Title VI prohibits discrimination based on race, color, or national origin in any program receiving federal financial assistance.

The Town Attorney has analyzed the materials and facts pertaining to your case for evidence of the city's failure to comply with any of the civil rights laws. There was no evidence found that any of these laws have been violated.

I therefore advise you that your complaint has not been substantiated, and that I am closing this matter in our files.

You have the right to 1) appeal within seven calendar days of receipt of this final written decision from the Town, and/or 2) file a complaint externally with the U.S. Department of Transportation and/or the Federal Transit Administration at

Federal Transit Administration Office of Civil Rights  
Attention: Title VI Program Coordinator  
East Building, 5th Floor - TCR  
1200 New Jersey Ave., SE  
Washington, DC 20590

Thank you for taking the time to contact us. If I can be of assistance to you in the future, do not hesitate to call me.

Sincerely,

Michelle Gonzalez, Senior Transportation Manager  
Town of Miami Lakes  
6601 Main Street  
Miami Lakes, FL 33014



## Appendix D

### List of Title VI Investigations, Complaints, and Lawsuits

The Town of Miami Lakes does not have any investigations, complaints, or lawsuits to disclose at this time. Any future disclosures will be listed under this appendix in the Title VI Program Plan.

	Date of Complaint (Month, Date, Year)	Complaint (include basis of complaint; race, color, or national origin, etc.)	Status of Complaint	Action(s) Taken
<b>Investigations</b>				
1.				
2.				
<b>Lawsuits</b>				
1.				
2.				
<b>Complaints</b>				
1.				
2.				

## **Appendix E**

### **Employee Annual Education Form**

#### **Title VI Policy**

No person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

All employees of the Town of Miami Lakes and its contractors are expected to consider, respect, and observe this policy in their daily work and duties. If a citizen approaches you with a question or complaint, direct him or her to contact;

Michelle Gonzalez, Senior Transportation Manager  
Town of Miami Lakes  
6601 Main Street  
Miami Lakes, FL 33014

In all dealings with citizens, use courtesy titles (i.e. Mr., Mrs., Ms., or Miss) to respectfully address them without regard to race, color or national origin.

## **Appendix F**

### **Minority Representation on Committees and Councils**

The Town does not have any Committees or Councils which are related to the operation of transit. If any such committees/councils are established in the future, this plan will be amended to depict minority representation on such committees/councils, and to describe the efforts made to encourage participation of minorities on such committees/councils.

## **Appendix G**

### **Acknowledgement of Receipt of Title VI Plan**

I hereby acknowledge the receipt of the Town of Miami Lakes Title VI Plan. I have read the plan and am committed to ensuring that no person is excluded from participation in, or denied the benefits of its transit services on the basis of race, color, or national origin, as protected by Title VI in Federal Transit Administration (FTA) Circular 4702.1.B.

\_\_\_\_\_  
Employee signature

\_\_\_\_\_  
Print your name

\_\_\_\_\_  
Date



miamidade.gov

**TRANSPORTATION AND PUBLIC WORKS**

701 N.W. 1<sup>st</sup> Court • 17th Floor

Miami, Florida 33136

Tel: 786-469-5405 Fax: 786-469-5584

October 24, 2017

The Town of Miami Lakes:  
6601 Main Street  
Miami Lakes, Florida 33014

Dear Ms. Alejo:

In accordance with the Federal Transit Administration (FTA) legislation for sub-recipients of funding received through the American Recovery and Reinvestment Plan (ARRA) Economic Stimulus Grant, 'non-discriminatory use of Federal funds by recipients of FTA assistance including their sub-recipients and contractors is prohibited.'

In compliance with the FTA reporting requirements, the Department of Transportation and Public Works (DTPW) Office of Civil Rights and Labor Relations (OCR/LR) is responsible for ensuring that each participating municipality is in compliance with Title VI of the Civil Rights Act of 1964. Specifically, the Title VI Act of 1964 states, "No person in the United States shall, on the grounds of race, color or national origin, be excluded from, participation in, or be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance". Furthermore, federally supported transit services and related benefits must be distributed in an equitable manner.

Your existing Title VI Plan has been on file with the DTPW Office of Civil Rights- Title VI Office since October 8, 2013. Per FTA requirements your municipality plan must be updated and approved by your governing body every three years. Once your municipality Title VI Update has been approved by your governing body, please submit it to the DTPW Office of Civil Rights – Title VI Office as required.

Please provide your updated Title VI Plan to the DTPW Office of Civil Rights and Labor Relations – Title VI Office ([Allison.aristide@miamidade.gov](mailto:Allison.aristide@miamidade.gov)) no later than Monday, December 18, 2017. Please contact me at (786) 469-5473 should you have additional questions regarding this request.

Sincerely,

A handwritten signature in blue ink that reads 'Allison Aristide'.

Allison Aristide, Manager  
Office of Civil Rights and Labor Relations

C: Municipal File





## **Town of Miami Lakes Memorandum**

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**To:** Honorable Mayor and Councilmembers  
**From:** Alex Rey, Town Manager  
**Subject:** Award of Contract for ITB 2018-04 NW 82nd Ave & Oak Lane Reconfiguration Project  
**Date:** 12/5/2017

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### **Recommendation:**

It is recommended that the Town Council authorize the Town Manager to execute a contract with Metro Express, Inc. ("Metro") for the construction of the NW 82nd Ave & Oak Lane Reconfiguration Project, in an amount not to exceed \$72,000. This amount includes Metro's bid amount of \$65,214.00 and a contingency of \$6,786.00 (approximately 10%) for unforeseen circumstances. Funds for this project are budgeted from the Capital Improvements Fund under Transportation Improvements - Mobility Fee.

### **Background:**

On July 31, 2015, the Town held a Transportation Summit to bring together relevant stakeholders and experts from public and private entities responsible for transportation to focus intensely on specific problems, brainstorm, and discuss possible ways to relieve congestion and mobility issues present in the Town. One of the transportation initiatives presented comprised of improvements to the intersection at NW 82<sup>nd</sup> Ave and Oak Lane. Currently, this intersection only permits a right turn when driving southbound along NW 82<sup>nd</sup> Ave. This project involves reconfiguring the dedicated southbound right turn lane into a right-turn/left-turn lane to allow safe left turn movements through the intersection. The improvement is aimed at increasing mobility at that intersection to further aid the flow of traffic in the area. The work includes asphalt milling and resurfacing, signing and pavement markings, construction of new sidewalk and ramps with detectable warnings, construction of curb and gutter, reconstruction of concrete nose median, sodding, and related restoration work in accordance with the Project Plans.

The Town issued Invitation to Bid ("ITB") 2018-04 for the NW 82<sup>nd</sup> & Oak Lane Reconfiguration Project on November 8, 2017. Prospective Bidders were required to (1) possess a minimum of five years of experience performing construction of roadway improvement projects involving public right-of-way; (2) provide verifiable client references demonstrating successful completion of at least three roadway improvement projects with total project amounts of \$50,000 or more performed within the last three years; (3) possess a current certified General Contractor license issued by the State of Florida, or a Miami-Dade County Certificate of Competency as a General Engineering Contractor; and (4) be able to utilize the U.S. Department of Homeland Security's E-Verify system.

At the bid opening on November 29, 2017, the Town received three (3) bids from the following Bidders:

1. Metro Express, Inc. (“Metro”) - \$65,214.00
2. Star Paving Corp. (“Star”) - \$73,878.55
3. Hahn Construction Engineering Contractors, Inc. (“Hahn”) – \$117,314.86

Procurement reviewed the bids for responsiveness and found that Metro, the lowest bidder, submitted a responsive bid. Metro has a long-standing history with the Town and currently is under contract to provide miscellaneous roadway and drainage repair services. Metro also recently completed the Town’s Hutchinson Road and Drainage Improvements Project. The Town has not had any performance issues with Metro on either of those contracts.

Based on Procurement’s review of the bid submittals, Metro Express, Inc. was determined to be the lowest responsive and responsible bidder and its bid prices are fair and reasonable and lower than the Engineer’s estimate of \$70,000.00 that was utilized for budget purposes. Therefore, it is recommended that the Town Council authorize the Town Manager to execute a contract with Metro Express, Inc. for the construction of the NW 82<sup>nd</sup> Ave & Oak Lane Reconfiguration Project, in an amount not to exceed \$72,000.

#### **ATTACHMENTS:**

Description

**Metro Express Bid**

**Resolution**

# INVITATION TO BID

## NW 82<sup>nd</sup> Ave & Oak Lane Reconfiguration Project

**ITB No. 2018-04**



**The Town of Miami Lakes Council:**

**Mayor Manny Cid**  
**Vice Mayor Nelson Rodriguez**  
**Councilmember Ceasar Mestre**  
**Councilmember Frank Mingo**  
**Councilmember Marilyn Ruano**  
**Councilmember Luis Collazo**  
**Councilmember Timothy Daubert**

Alex Rey, Town Manager  
The Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014

<b>Date Advertised</b>	Wednesday, November 8, 2017
<b>Non-Mandatory Pre-Bid Conference</b>	N/A
<b>Bids Due</b>	11:00 AM, Wednesday, November 29, 2017

# NW 82<sup>nd</sup> Ave & Oak Lane Reconfiguration Project

ITB 2018-04

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## SECTION A. NOTICE TO BIDDERS

**ITB Name:** NW 82<sup>nd</sup> Ave & Oak Lane Reconfiguration Project

**ITB No.:** 2018-04

**Bids Due:** 11:00AM EST, Wednesday, November 29, 2017

The Town of Miami Lakes (the "Town") will be accepting sealed Bids for the Town's NW 82<sup>nd</sup> Ave and Oak Lane Reconfiguration Project ("Project"). Bidders are to submit one (1) original and five (5) copies of their Bid, with original signatures together with a 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 November 29, 2017.**

### Scope of Work:

The Contractor must furnish all labor, materials, equipment, and supervision required for the reconfiguration of the dedicated southbound right turn lane into a right-turn/left-turn lane on the southbound approach on NW 82<sup>nd</sup> Ave to allow safe left turn movements at the intersection of NW 82<sup>nd</sup> Ave and Oak Lane. The Work includes, but is not limited to, asphalt milling and resurfacing, signing and pavement markings, construction of new sidewalk and ramps with detectable warnings, construction of curb and gutter, reconstruction of concrete nose median, sodding, and related restoration work in accordance with the Plans attached hereto as Exhibit A. Additional information on the Scope of Work can be found in Section D of the ITB.

### Minimum Qualification Requirements:

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

1. Possess a minimum of five (5) years of experience performing construction of roadway improvement projects involving public right-of-way;
2. Provide verifiable client references demonstrating successful completion of at least three (3) roadway improvement projects with a total project amount of \$50,000 or more performed within the last three (3) years;
3. Possess a current certified General Contractor license issued by the State of Florida or a Miami-Dade County Certificate of Competency as a General Engineering Contractor; and
4. Be able to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract.

The Town will consider a Bid 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.

Bid Documents are available on the Town's website at [www.miamilakes-fl.gov](http://www.miamilakes-fl.gov) and selecting "Contractual Opportunities" and on [www.DemandStar.com](http://www.DemandStar.com). Any inquiries regarding the Project may be directed to the Town at [procurement@miamilakes-fl.gov](mailto:procurement@miamilakes-fl.gov). Telephone calls or verbal conversations are **not** permitted

All Bids must be submitted in accordance with the 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](mailto: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.

**END OF SECTION**



## SECTION B. INSTRUCTIONS TO BIDDERS

### B1. DEFINITION OF TERMS

1. **Award** means that the Town Manager or Town Council, as applicable, has approved the award of a contract.
2. **Bid** means the Submittal tendered by a Bidder in response to this solicitation, which includes the price, authorized signature and all other information or documentation required by the Invitation to Bid ("ITB") at the time of submittal.
3. **Bid Form** means the form that contains the goods or services to be purchased and that must be completed and submitted with the Bid.
4. **Bidder** means any person, firm or corporation, or its duly authorized representative tendering a Submittal in response to this solicitation.
5. **Change Order** means a written document ordering a change in the Contract price or Contract time or a material change in the Work.
6. **Completion Time** means the number of calendar days specified for Final Completion of the Project.
7. **Cone of Silence** means the time period and method of communications as required by Section 2-11.1 of the Miami-Dade County Code, which state that the Cone of Silence shall be in effect from the date the ITB is issued until the Town Manager issues a written recommendation.
8. **Construction Change Directive** means a written directive to effect changes to the Work, issued by the Consultant or the Director that may affect the ITB Contract price or time.
9. **Consultant** means a firm that has entered into a separate agreement with the Town for the provision of professional services.
10. **Contract** means the ITB, the addendum, and the Bid documents that have been executed by the Bidder and the Town subsequent to approval of award by the Town.
11. **Contract Documents** means the Contract as may be amended from time to time, and plans, specifications, addendum, clarifications, directives, Change Orders, payments and other such documents issued under or relating to the Contract.
12. **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.
13. **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.
14. **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.
15. **Days** mean calendar days unless otherwise specifically stated in the .
16. **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.
17. **Design Documents, Plans or Sketch** means any construction plans and specifications or graphic representation included as part of the Contract.

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 furnished by Design-Build Firm and of the Work performed by the Contractor. The Town, at its sole discretion may hire a professional consultant to perform the inspections.
20. **Materials** mean goods or equipment incorporated into the Work, or used or consumed in the performance of the Work.
21. **Project** means a task or series of tasks that the Contractor must complete in accordance with the Contract Documents.
22. **Project Manager** means the individual assigned by the Town Manager or designee to manage a Project.
23. **Request for Information (RFI)** means a request from the Contractor seeking an interpretation or clarification relative to the Contract Documents. The RFI, which must be clearly marked RFI, must clearly and concisely set forth the issue(s) or item(s) requiring clarification or interpretation and why the response is required. The RFI must set forth the Contractor's interpretation or understanding of the document(s) in question, along with the reason for such understanding.
24. **Responsive Bidder** means the Bidder whose Bid conforms in all material respects to the terms and conditions included in the ITB.
25. **Responsible Bidder** means a Bidder who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
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. **Submittal** means the documents prepared and submitted by the Bidder in response to this ITB.
28. **Substantial Completion** means that point at which the Project 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.
29. **Town** means the Town Council of the Town of Miami Lakes or the Town Manager, as applicable.
30. **Town Manager** means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.
31. **Unbalanced Bid** means pricing that is not consistent with pricing in the industry or with market conditions and a comparison to the pricing submitted by other Bidders.
32. **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**

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. 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.

**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 Spreadsheet.

**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. 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:

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

- b. 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.
- c. 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](mailto: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](http://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.

*a. 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 subject to local preference under Section 13 of Town Ordinance 12-142. In order to qualify, Proposers seeking preference must submit the Local Vendor Preference Certification Form with all required supporting documentation. The Local Vendor Preference Certification Form can be found on the Town's website at <http://www.miamilakes-fl.gov> under the "Local Preference" tab on the Procurement Department's page.

**B2.13. TIE BIDS**

Preference shall be given to businesses with Drug-Free Workplace programs. 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. 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](http://www.miamilakes-fl.gov/index.php?option=com_content&view=article&id=67&Itemid=269).

**B2.16. EXECUTION OF CONTRACT**

The Successful Bidder must, within fourteen (14) 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 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 attached hereto.

**B3.03. CONFLICT OF INTEREST/ANTI-KICKBACK**

Bidder must complete and submit the Conflict of Interest, Anti-Kickback and Proposer's Relationships to the Town Affidavits attached hereto 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.

**END OF SECTION**

## SECTION C. GENERAL TERMS AND CONDITIONS

### C1. PRELIMINARY STEPS TO STARTING THE 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 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 must submit 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 of the tasks required to complete the Project. 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 2007 or earlier 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 fourteen (14) 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.

**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 and any loss, damage or theft to its equipment and materials. 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.

**C1.07. 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 Town's Noise Ordinance No. 04-50 unless specifically stated otherwise in a Field Directive. Work to be performed outside these hours will require the prior written approval of the Project Manager.

#### **C2.04. SUBCONTRACTORS**

Contractor is solely responsible for all acts and omissions of its Subcontractors. Nothing in the Contract Documents creates any contractual relationship between any Subcontractor and the Town. Contractor is responsible for the timely payment of its Subcontractors and suppliers as required by Florida Statute Chapter 218.735. Failure to comply with these payment requirements will place the Contractor in default of the Contract.

Contractor must not employ any subcontractor against whom Town may have a reasonable objection.

Contractor must utilize the Subcontractors identified in its Bid submission. The replacement, addition, or deletion of any Subcontractor(s) will be subject to the prior written approval of the Project Manager.

For purposes of this Project, Subcontractors must comply with the terms of Section D10, E-Verify.

#### **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 3.32, 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 OF COMPLETION

Time is of the essence with regard to completion of the Work to be performed under the Contract. Delays and extensions of time may be allowed only in accordance with the provisions of the Contract. The time allowed for completion of the work will be stated in the Bid.

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. INTENTION OF THE TOWN

It is the intent of the Town to describe in the ITB the Work to be completed in accordance with all codes and regulations governing all the Work to be performed under this Contract. Any work, labor, materials and/or equipment that may reasonably be inferred from the Contract as being required to produce the intended results must be supplied by Contractor whether or not specifically called for in the Contract Documents. Where words, which have well-known technical or trade meanings are used to describe Work, materials or equipment, such words will be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, will mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids and Contractor must comply therewith. Town will have no duties other than those duties and obligations expressly set forth within the Contract Documents.

C2.18. 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

Mr. Raul Gestesi  
Town Attorney  
Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014

For Contractor:

(To Be Determined)

Space intentionally left blank



During the Work the Contractor must maintain continuing communications with designated Town representative(s). The Contractor must keep the Town fully informed as to the progress of the Work under the Contract.

**C2.19. 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 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

**C2.20. 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.

**C2.21. 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 of the Work.

**C3. INDEMNITY & INSURANCE**

**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:

a. *Worker's Compensation and Employer's Liability Insurance:*

Coverage to apply for all employees for statutory limits as required by the State of Florida's Statutory Workers' Compensation Law and all applicable Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$500,000 each accident and a waiver of subrogation.



b. *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.

c. *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.

d. *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.

*e. 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.

*f. 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.

## **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 under the Contract, 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. Any paved areas including curbs and sidewalks which have been strewn with soil, sod waste, fertilizer or other waste must be thoroughly swept. The Town is not required to supply areas or facilities for storage or removal of waste on-site.

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**

Any Work performed in the public right-of-way will require the prior approval of the appropriate public agencies. These public agencies include, but are not limited to, the Town, Miami-Dade County Public

Works Department, and FDOT. Contractor will not be entitled to any additional compensation for Work performed in the public right-of-way, except for the cost of any required use of police officers, which reimbursement is addressed in the Contract

The Contractor shall be responsible for the maintenance of public streets and traffic control necessary to perform the Work under the Contract Documents. The cost of traffic control shall be included in the Contractor's Bid.

The Contractor shall be fully responsible for the Maintenance of Traffic (MOT) on public streets, detour of traffic (including furnishing and maintaining regulatory and informative signs along the detour route), traffic control, and other provisions, throughout the Project, as required by the Manual of Uniform Traffic Control Devices (MUTCD), the FDOT Roadway and Bridge Standard Index drawing Book, and/or Contract Documents. Traffic shall be maintained according to corresponding typical traffic control details as outlined in the previous noted standards. No street shall be completely blocked, nor blocked more than one-half at any time, keeping the other one-half open for traffic, without Town approval.

Where construction of the Project shall involve lane closures of public streets, the following shall apply:

1. Lane closures require a Public Works Permit, obtained two (2) weeks prior to planned construction, with a minimum forty-eight (48)-hour prior notice to local police and emergency departments.
2. No traffic lane may be blocked for any period between the hours of 7:00 to 9:00 AM and 4:00 to 7:00 PM.
3. MOT Plan has been approved at least twenty-four (24) hours in advance of such closure.

Excavated or other material stored adjacent to or partially upon a roadway pavement shall be adequately marked for traffic safety at all times. The Contractor shall provide necessary access to all adjacent property during construction.

Pavement markings damaged during construction shall be remarked, at no additional cost to the Town, as required by the Town.

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 awarded under the Contract 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 may be required, based on the Scope of Work of a Project, to submit shop drawings, sketches, samples or product data. A Work Order, if applicable, may state if shop drawings or other submittals are required if they are not required by the Building Code or regulatory agencies.

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. It is the responsibility of the Contractor to submit sufficient information to allow the Project Manager 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. 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.

**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 performance of the Work. 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 of the Work 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.

a. *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.

b. *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](mailto: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.

a. *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, & ADA**

Contractor will not unlawfully discriminate against any person, will provide equal opportunities for employment, and comply with all applicable provisions of the Americans with Disabilities Act in its performance of the Work under the Contract. Contractor will comply with all applicable federal, State of Florida, Miami-Dade County, and Town rules regulations, laws, and ordinance as applicable.

**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 (2<sup>nd</sup>) 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.

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.

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.



## **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](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 quantities stated on the Bid Form are solely estimates of what the Town anticipates its needs are for the initial year of the Contract. 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 under a Work Order 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. Town Issued Permits
2. Police Officer costs when not provided by the Town

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 10% 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 final 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 3.40. 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.

#### 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. **Do Not Include** inclement weather except for significant weather events that adversely impact the critical path of the Project Schedule, if required, or completion of the work, and does not include the acts or omissions of Subcontractors or suppliers.

#### 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 provided for Final Completion by the neglect or failure of the Town or by a Force Majeure, then the Contract Time set forth in the Contract will be extended by the Town subject to the following conditions:

1. The cause of the delay arises after issuance of the NTP and could not have been anticipated by the Contractor by reasonable investigation before proceeding with the Work;
2. The Contractor demonstrates that the completion of the Work will be actually and necessarily delayed;



3. The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay.

A delay meeting all the conditions of the above, will be deemed an Excusable Delay.

The Town reserves the right to rescind or shorten any extension previously granted if subsequently, the 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 3.43, 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 C9.03 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 3.3 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 Article C9.04. 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 C13, 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**

*a. Event of Default*

An event of default means a breach of the Contract by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, includes but is not limited to, the following:

1. The Contractor has not performed the Work in a timely manner;
2. The Contractor has refused or failed to supply properly skilled staff or provided sufficient quantities of staff to perform the Work;
3. The Contractor has failed to make prompt payment to Subcontractors or suppliers for any services, materials, or supplies provided to Contractor;
4. The Contractor has become insolvent or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
5. The Contractor has failed to obtain the approval of the Town where required by the Contract Documents;
6. The Contractor has failed in the representation of any warranties stated herein;
7. When, in the opinion of the Town, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work.

*b. Notice of Default-Opportunity to Cure*

Where an Event of Default ("Default") occurs under the Contract, the Town may at its sole discretion notify the Contractor, specifying the basis for such Default, and advising the Contractor that such Default must be cured within a time frame specified by the Town; or, the Contract with the Town may be terminated. The Town is under no obligation to issue such notification. The Town may grant an extension to the cure period if the Town deems it appropriate and in the best interest of the Town, without waiver of any of the Town's rights hereunder. The Town, at its sole discretion, may have a default corrected by its own forces or another contractor and any such costs incurred will be deducted from any sums due the Contractor under any contract with the Town.

The Town Manager or designee may also suspend any payment or part thereof or order a Work stoppage until such time as the issue(s) concerning compliance are resolved.

c. *Termination for Default*

Where a Default is not cured within the time specified to cure the Default, the Town Manager in addition to all remedies available by law, may immediately, upon written notice to Contractor, terminate this Contract. Contractor understands and agrees that termination of this Contract under this Article will not release Contractor from any obligation accruing prior to the effective date of termination.

In the event of termination by the Town Manager or designee, the Town Manager or designee may immediately take possession of all applicable documentation and data, material, equipment, and supplies to which it is entitled to under the Contract or by law.

Where the Town erroneously terminates the Contract for default, the terminations will be converted to a Termination for Convenience, and the Contractor will have no further recourse of any nature for wrongful termination.

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. 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. 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.

#### **C12. 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. 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.

#### **C14. 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 one (1) year after the date of Substantial Completion or such longer period of time as may be prescribed by the terms of any applicable special 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.

#### **C15. 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.

#### **END OF SECTION**



## **SECTION D. SPECIAL TERMS AND CONDITIONS**

### **D1. SCOPE OF WORK**

The Contractor must furnish all labor, materials, equipment, and supervision required for the reconfiguration of the dedicated southbound right turn lane into a right-turn/left-turn lane on the southbound approach on NW 82nd Ave to allow safe left turn movements at the intersection of NW 82nd Ave and Oak Lane. The Work includes, but is not limited to, asphalt milling and resurfacing, signing and pavement markings, construction of new sidewalk and ramps with detectable warnings, construction of curb and gutter, reconstruction of concrete nose median, sodding, and related restoration work.

### **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 thirty (30) Days of the Notice to Proceed being issued by the Town. Contractor must obtain Final Completion within ten (10) 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. The Town may, at its sole discretion, make changes to the FDOT specification and the Contractor will be advised of any such changes.

### **D4. LIQUIDATED DAMAGES**

The Town may establish liquidated damages on the Notice to Proceed.

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 Documents, the Contractor must pay to the Town for each and every calendar day of unexcused delay, the sum of five hundred (\$500.00) dollars, which is hereby agreed upon not as a penalty but as liquidated damages. 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. 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.

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.

## **D6. 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.

## **D7. 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 the Project Manager finds 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.

#### **D8. E-VERIFY**

Contractor shall 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 shall expressly require any subcontractors performing Work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Subconsultant.

#### **END OF SECTION**

## **SECTION E. BID FORM**





### BID FORM

This Bid is submitted on behalf of Metro Express, Inc., (hereinafter "Bidder") located at  
(Name of Bidder)

9442 NW 109 St. Yulee, FL 33178, submitted on 11/29/17,  
(Address) (Date)

to furnish all Work as stated in the ITB and Contract Documents for ITB No. 2018-04 for

NW 82 Ave. & Oak Lane Reconfiguration Project  
(Solicitation Title)

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 above stated ITB issued by the Town of Miami Lakes.

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 and attests to meeting the minimum qualifications stated therein.

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 herein.

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.

The individual signing the Bid Form represents by signing, that he/she is duly authorized to sign on behalf of the Bidder 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 (Separate Attachment) 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.

Bidder's **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: \$ 65,214.00

Firm's Name: Metro Express, Inc.

SSN or Federal ID No.: 65-0711071 Telephone No.: 305-885-1330

E-Mail Address: delia@metroexpresscorp.com Facsimile No.: 305-885-1327

Town/State/Zip: Medley, FL 33178

Printed Name/Title: Delia Trisobares Signature: Delia Trisobares

## **SECTION F. QUESTIONNAIRE**



### Company Qualification Questionnaire

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some Information may not be applicable, in such instances insert "N/A".

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

21 Years

- a. Professional Licenses/Certifications (include name and license #)\*

Issuance Date

General Contractor CGC0050765

8/31/2018

General Engineering E-201301

9/30/2019

Underground Utility & Excavation CUC1224592

8/31/2018

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

2. Type of Company: ☐ Individual ☐ Partnership ☒ Corporation ☐ LLC ☐ Other

If other, please describe the type of company:

- a. FEIN/EIN Number:

65-0711071

- b. Dept. of Business Professional Regulation Category (DBPR):

CGC050965

- i. Date Licensed by DBPR:

8/31/2018

- ii. License Number:

CGC050965

- c. Date registered to conduct business in the State of Florida:

11/21/1996

- i. Date filed:

11/21/1996

- ii. Document Number:

P9600096781

- d. Primary Office Location:

9442 NW 109 St. Mckinney, FL 33178

- e. What is your primary business?

Contractor

(This answer should be specific)





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

Delio A. Trasobares / CSC 050965

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

N/A

h. Name and Licenses of any prior companies

Name of Company

License Name & No.

Issuance Date

N/A

### 3. Company Ownership

a. Identify all owners or partners of the company:

Name

Title

% of ownership

Delio A. Trasobares 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
<u>Debio A. Trasciari</u>	<u>President</u>	<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"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Explanation for Other: \_\_\_\_\_

#### 4. Employee Information

- a. Total No. of Employees: 30
- b. Total No. of Managerial/Admin. Employees: 7
- c. Number of Trades Personnel and total number per classification:  
(Apprentices must be listed separately for each classification)

Skilled 8

Semiskilled 7

None Skilled 8

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

6. Employer Modification Rating: 1.0

#### 7. Insurance & Bond Information:

- a. Insurance Carrier name & address:

Kahn Carling & Company / 3350 South Dixie Highway,  
Miami, FL 33133



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

Kahn Corlin / Carmen Pillot / 305-461-8205 / cpillot@kahn-corlin.com

c. Insurance Experience Modification Rating (EMR): 1-0  
(if no EMR rating please explain why)

d. Number of Insurance Claims paid out in last 5 years & value: 0

e. Bond Carrier name & address:

Kahn Corlin & Company / 3350 South Dixie Highway, Miami, FL 33133

f. Bond Carrier Contact Name, Telephone number, & Email:

Carmen Pillot / 305-461-8205 / cpillot@kahn-corlin.com

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

\_\_\_\_\_

\_\_\_\_\_

8. Have any lawsuits been filed against your company in the past 5 years? ☐ Yes ☒ No

If yes, in a separate attachment, identify each lawsuit and its current disposition. For each lawsuit provide its case number, venue, the year the suit was filed, the basis for the claim or judgment, its current disposition and, if applicable, the settlement unless the value of the settlement is covered by a written confidentiality agreement.

9. 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. ☐ Yes ☒ No

If yes, in a separate attachment, provide details including the identity of the officer and the nature of the investigation.

10. Have any Key Staff or Principals (including stockholders with over 10% ownership) of the company been convicted by a Federal, State, County or Municipal Court of or do any Key Staff or Principals have any pending violations of law, other than traffic violations? ☐ Yes ☒ No

If yes, in a separate attachment, provide an explanation of any convictions or pending action including the name of the Key Staff member or Principal involved and the nature of the offense.

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



including the name of the project, the circumstances of default or assessed damages, and the ultimate disposition of the issue.

12. Has the Bidder or any of its principals failed to qualify as a responsible Bidder, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? ☐ Yes ☒ No

If yes, in a separate attachment provide an explanation including the year, the name of the awarding agency, and the circumstances leading to default.

13. Has the Bidder or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? ☐ Yes ☒ No

If yes, in a separate attachment provide the date, court jurisdiction, action taken, and any other explanation deemed necessary.

14. Project Management & Subcontract Details:

a. Name the Project Manager ("PM") for this Project: Angel Fernandez

b. How many years has the PM been with the Company: 13

c. List all the PM's licenses & certifications:

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d. List the last five (5) projects the PM worked on with the company. In a separate attachment, include the PM's role, scope of work, & value of each project.

Street Improvements/Coral Gables/1,300,000

NW 10 Ave Improvements/Miami/1,000,000

NW 9 Ave Improvements/Miami Gardens/190,000

e. List all Subcontractors that will work on this project:

Name	Trade/Work	% of Work	License No.
------	------------	-----------	-------------

<u>None</u>			





- f. Scope of Actual Work to be Performed by your company and corresponding percentage of the work:

Self perform

15. Current and Prior Experience:

a. Current Experience


Provide an attachment to this questionnaire that lists all current projects or contracts, recently awarded, or pending award, including the owner's name, title and value of project, scope of work, projected or actual start date, projected completion date.

b. 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 include the contracts or projects that meet the minimum number of contracts or projects identified in Section A of the solicitation.

Information provided must include the owner's name, address and contract person, including telephone & e-mail, title of contract or project, location of project, scope, initial value and final cost of the contract or project, projected and final timeframes for completion in calendar days. A verifiable reference letter is to be completed by the owner of the Project and submitted as part of the Bid submission. Bidders must use Form CRL for its reference letters.

By signing below, Proposer certifies that the information contained herein is true and accurate to the best of Proposer's knowledge.

By:   
Signature of Authorized Officer

11/29/17  
Date

Delio A. Trasobares  
Printed Name



## CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for Metro Express, Inc. 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 you feel is pertinent:

Name of Project: Citywide ROW Improvements  
 Name of Project Owner: City of Coral Gables  
 Scope of work: Drainage, Traffic, Sidewalk, Alley Improvement various locations

Value of Project: \$ 3,000,000.00 Is construction ongoing? ☐ Yes ☒ No  
 Value of Construction: \$ has not started not, was Construction completed on time: ☐ Yes ☐ No  
 Date Construction was Completed has not started Was Construction completed within budget? ☐ Yes ☐ No

If no, did the Contractor contribute to the delay(s) or increased cost? ☐ Yes ☒ NoProject Management: ☐ Above expectations ☐ Average ☐ Below expectationsManagement of Subcontractors: ☐ Above expectations ☐ Average ☐ Below expectationsProject Safety Management ☐ Above expectations ☐ Average ☐ Below expectationsWas the Contractor responsive to the Project Owner? ☐ Yes ☐ NoWere the number of RFIs submitted reasonable for the scope of the project(s)? ☐ Yes ☐ NoNumber of Change Orders: \_\_\_\_\_ Were any Contractor driven? ☐ Yes ☐ NoWould 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

Metro Express has been w/ City for a while. They are responsive, responsible, accessible and fast in resolving any issues pending. Their overall performance is excellent

Thank you for your assistance in helping us in evaluating our bid solicitation.

Contact Person: Julia AbrahamPhone: (305) 460-5059Signature: [Signature]

Sincerely,

Thomas Fossler  
 Procurement Manager

Title: Civil Eng. dgt InspectorEmail: j.abraham@coralgables.comDate: 11/22/17





## CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for METRO EXPRESS 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: STREET REHABILITATION - WASHName of Project Owner: MIAMI DADE COUNTY - PWIDScope of work: PATCHING, MILLING & RESURFACINGValue of Project: \$ 712,772.00 Is construction ongoing? ☒ Yes ☐ NoValue of Construction: \$ \_\_\_\_\_ If not, was Construction completed on time: ☐ Yes ☐ NoDate Construction was Completed: \_\_\_\_\_ Was Construction completed within budget? ☐ Yes ☐ NoIf no, did the Contractor contribute to the delay(s) or increased cost? ☐ Yes ☒ NoProject Management: ☒ Above expectations ☐ Average ☐ Below expectationsManagement of Subcontractors: ☒ Above expectations ☐ Average ☐ Below expectationsProject Safety Management: ☒ Above expectations ☐ Average ☐ Below expectationsWas the Contractor responsive to the Project Owner? ☒ Yes ☐ NoWere the number of RFIs submitted reasonable for the scope of the project(s)? ☒ Yes ☐ NoNumber of Change Orders: 0 Were any Contractor driven? ☐ Yes ☒ NoWould 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.

EXCELLENT AND RELIABLE CONTRACTOR

Thank you for your assistance in helping us in evaluating our bid solicitation.

Contact Person: JOAQUIN RABASATE Title: CONST. COORDINATORPhone: 305 299 9822 Email: JR@MiamiDade.govSignature: [Signature] Date: 11/23/17

Sincerely,

Thomas Fossler  
Procurement Manager



## CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for Metro Express, 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: NW 109 Ave. Roadway ConstructionName of Project Owner: City of DoralScope of work: Roadway construction, embankment, subgrade, stormwater drainage, asphalt, striping.Value of Project: \$ 414,025.39Is construction ongoing? ☐ Yes ☒ NoValue of Construction: \$ 414,025.39If not, was Construction completed on time: ☒ Yes ☐ NoDate Construction was Completed: 9/27/2016Was Construction completed within budget? ☒ Yes ☐ NoIf no, did the Contractor contribute to the delay(s) or increased cost? ☐ Yes ☐ NoProject Management: ☒ Above expectations ☐ Average ☐ Below expectationsManagement of Subcontractors: ☒ Above expectations ☐ Average ☐ Below expectationsProject Safety Management: ☒ Above expectations ☐ Average ☐ Below expectationsWas the Contractor responsive to the Project Owner? ☒ Yes ☐ NoWere the number of RFIs submitted reasonable for the scope of the project(s)? ☒ Yes ☐ NoNumber of Change Orders: 0 Were any Contractor driven? ☐ Yes ☐ NoWould 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: xCarlos ArroyoTitle: Assistant Public Works DirectorPhone: 305-593-6740Email: Carlos.Arroyo@cityofdoral.comSignature: Date: 11/20/17

Sincerely,

Thomas Fossler  
Procurement Manager





## CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for METRO EXPRESS, 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: \_\_\_\_\_

Name of Project Owner: CITY OF MIAMI SPRINGSScope of work: milling, PAVING, STRIPINGValue of Project: \$ 25,000.00 Is construction ongoing? ☐ Yes ☒ NoValue of Construction: \$ 25,000.00 If not, was Construction completed on time: ☐ Yes ☐ NoDate Construction was Completed: 9-5-17 Was Construction completed within budget? ☒ Yes ☐ NoIf no, did the Contractor contribute to the delay(s) or increased cost? ☐ Yes ☐ NoProject Management: ☐ Above expectations ☐ Average ☐ Below expectationsManagement of Subcontractors: ☐ Above expectations ☐ Average ☐ Below expectationsProject Safety Management: ☐ Above expectations ☐ Average ☐ Below expectationsWas the Contractor responsive to the Project Owner? ☒ Yes ☐ NoWere the number of RFIs submitted reasonable for the scope of the project(s)? ☒ Yes ☐ NoNumber of Change Orders: 0 Were any Contractor driven? ☐ Yes ☐ NoWould 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: THOMAS W NASHTitle: Public Works DirectorPhone: 786-229-9719Email: nash1@miamisprings-fl.govSignature: [Signature]Date: 11-28-17

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](http://www.miamilakes-fl.gov)

## **SECTION G. REQUIRED ATTACHMENTS**



**ADDENDUM ACKNOWLEDGEMENT FORM**

Solicitation No.: ITB 2018-04

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

Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
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 Solicitation

Firm's Name: Metro Express, Inc.

Authorized Representative's Name: Delio A. Trasobares

Title: President

Authorized Signature: Delio A. Trasobares

**CERTIFICATE OF AUTHORITY  
(IF CORPORATION)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of Metro Express Inc., a corporation organized and existing under the laws of the State of Florida, held on the 29 day of November, 2017, a resolution was duly passed and adopted authorizing (Name) Delio A. Trascobares 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, 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 29, day of November, 2017.

Secretary: \_\_\_\_\_

Print: Delio A. Trascobares

---

**CERTIFICATE OF AUTHORITY  
(IF PARTNERSHIP)**

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, shall 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)**

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: \_\_\_\_\_

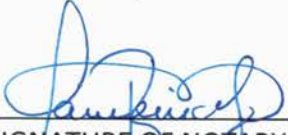
Print: \_\_\_\_\_

**NOTARIZATION**

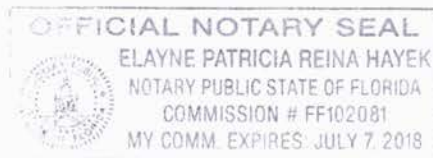
STATE OF FL )

) SS:  
COUNTY OF Miami Dade )

The foregoing instrument was acknowledged before me this 29 day of  
November, 2017, by Dario A. Trasobares, 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 287.133(3)(a), FLORIDA STATUTES**

1. This sworn statement is submitted to the Town of Miami Lakes

for Metro Express, Inc.  
[print name of entity submitting sworn statement]

9442 NW 109 St

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0711071

signing this sworn statement: \_\_\_\_\_ )

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.

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.

Form PEC

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.]**

X 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

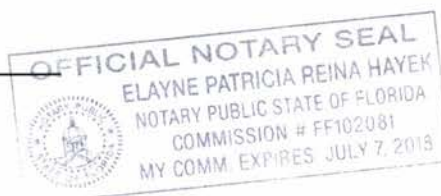
UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

BEFORE ME, the undersigned authority, personally appeared Delia A. Trascobares 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 Delia A. Trascobares executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 29 day of November, 2017.

My Commission Expires:

Elayne Patricia Reina Hayek  
Notary Public State of Florida at Large





## NON-COLLUSIVE AFFIDAVIT

State of Florida }

} SS:

County of Miami Dade }

Delio A. Trasobares being first duly sworn, deposes and says that:

- a) He/she is the President, (Owner, Partner, Officer, Representative or Agent) of Metro Express, 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:

Witness

Witness

By:

Delio A. Trasobares

(Printed Name)

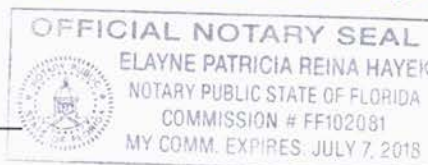
(Title)

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_ 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 Delio A. Triasbores executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 29 day of November, 2012.

My Commission Expires:

Notary Public State of Florida at Large



**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: \_\_\_\_\_

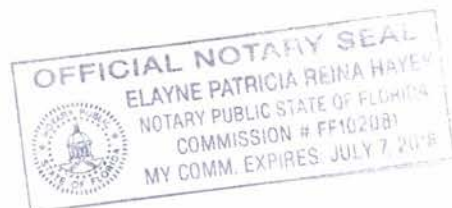
Title: \_\_\_\_\_

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_ 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 Delio A. Trasobares executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 29 day of November, 2017.

My Commission Expires:

\_\_\_\_\_  
Notary Public State of Florida at Large







## 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: Metro Express Inc.

Authorized representative (print): Delio A. Trasobares

Authorized representative (signature): Delio A. Trasobares Date: 11/29/2017





## PUBLIC RELATIONS AFFIDAVIT

Bidder's Name: Metro Express, Inc.

Solicitation No.: ITB 2018-04

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.

<u>N/A</u>		
_____ Last name	_____ First name	_____ Relationship
_____ 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
_____ Last name	_____ First name	_____ Relationship
_____ Last name	_____ First name	_____ Relationship

  
Authorized Signature

11/29/17  
Date:


Delia A. Trasobares  
Print Name

Pres  
Title:

### 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.

COMPANY: Metro Express Inc.  
ADDRESS: 9442 NW 109 St  
NAME: Delio A. Trasobares TITLE: President  
E-MAIL: delio@metroexpresscorp.com PHONE: 305-885-1330  
SIGNATURE:  DATE: 11/29/17

### Certification – Trench Safety Act

The Bidder, by virtue of signing the Bid Form, affirms that the Bidder is aware of the Trench Safety Act, and will comply with all applicable trench safety standards. Such assurance shall be legally binding on all persons employed by the Bidder and Subcontractors.

The Bidder is also obligated to identify the anticipated method and cost of compliance with the applicable trench safety standards.

Bidder acknowledges that included in the various items of the proposal and in the total Bid price are costs for complying with the Florida Trench Safety Act. These items are a breakout of the respective items involving trenching and will not be paid separately. They are not to be confused with bid items in the schedule of prices, nor be considered additional Work.

The Bidder further identifies the costs and methods summarized below:

Description	Unit	Quantity	Unit Price	Extended Price	Method
N/A					

Total \$ 0

The Bidder/Proposer shall acknowledge this Bid and certifies to the above stated IV by signing and completing the spaces provided below.

Firm's Name: Metro Express, Inc

Signature: [Signature]

Printed Name/Title: Delio A. Trasabares, President

City/State/Zip: Medley, FL 33178

Telephone No.: 305-885-1330

E-Mail Address: delio@metroexpresscorp.com

## **SECTION H. CONTRACT EXECUTION AND BOND FORMS**



## CONTRACT EXECUTION FORM

(DO NOT FILL OUT THIS FORM)

This Contract 2018-04 made this \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_ in the amount not to exceed \$ \_\_\_\_\_ by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and (name of 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:

(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. **2018-04**, 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 Work on the **NW 82<sup>nd</sup> Ave & Oak Lane Reconfiguration Project**, 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:

\_\_\_\_\_  
Secretary

(CORPORATE SEAL)

\_\_\_\_\_  
(Name of Corporation)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(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. 2018-04**, for the **NW82 Ave & Oak Lane Reconfiguration Project**, 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.: \_\_\_\_\_

Town of Miami Lakes  
ITB 2018-04 NW 82 Ave & Oak Lane Reconfiguration Project  
Bid Form

**BID FORM NOTES:**

1. All bid prices shall be inclusive of all labor, equipment, material, machinery, tools, means of transportation, mobilization, maintenance of traffic, supplies, equipment, applicable permitting coordination and services, testing costs, sales tax and all other applicable taxes and fees.
2. Reference sheet "ITEM NOTES" for line item details.
3. The Bidder agrees to perform all the Work described in the Contract Documents for a lump sum amount.
4. It is the intention of the Town to award a contract to the lowest responsible and responsive Bidder based on the total amount of the bid.
5. Contractor will be paid based on actual work performed.
6. Quantities in Bid Form are based on estimates only and are not intended to reflect the actual quantities required. As such, the Town reserves the right to reduce quantities or sizes as needed.

Item No.	Description	U/M	Unit Price	Quantity	Extended Price
0101-1	MOBILIZATION	LS	\$ 13,000.00	1	\$ 13,000.00
0102-1	MAINTENANCE OF TRAFFIC	LS	\$ 13,000.00	1	\$ 13,000.00
0104-10-3	SEDIMENT BARRIER	LF	\$ 4.50	480	\$ 2,160.00
110-1-1	CLEARING AND GRUBBING	LS/AC	\$ 40,000.00	0.01	\$ 4,000.00
0160-4	TYPE B STABILIZATION	SY	\$ 10.00	49	\$ 490.00
0162-1-11	PREPARED SOIL LAYER, FINISH SOIL LAYER 6" I SOD	SY	\$ 12.00	70	\$ 840.00
0285-7-06	OPTIONAL BASE, BASE GROUP 06 (8")	SY	\$ 25.00	49	\$ 1,225.00
0327-70-1	MILLING EXIST ASPH PAVT, 1" AVG DEPTH	SY	\$ 6.00	961	\$ 5,766.00
0334-1-53	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C	TN	\$ 120.00	150	\$ 18,000.00
0337-7-82	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-9.5	TN	\$ 150.00	53	\$ 7,950.00
0520-2-4	CURB AND GUTTER F&I TYPE F	LF	\$ 22.00	253	\$ 5,566.00
0522-1	CONCRETE SIDEWALK, 4" THICK	SY	\$ 47.00	82	\$ 3,854.00
0522-2	CONCRETE SIDEWALK, 6" THICK	SY	\$ 54.00	47	\$ 2,538.00
0527-2	DETECTABLE WARNINGS	SF	\$ 25.00	97	\$ 2,425.00
0700 - 0711	SIGNING AND PAVEMENT MARKINGS	LS	\$ 8000.00	1	\$ 8,000.00
TOTAL BID AMOUNT					\$ 65,214.00

Firm's Name: Metro Express Inc.  
 Authorized Signatory: Delia A. Travesores  
 Print Name/Title: Delia A. Travesores, Pres  
 Email Address: delia@metroexpresscorp.com

**Item Notes**

**1. Bid Item 101-1** is a lump sum pay item for all mobilization costs and also includes the construction of one (1) project sign that shall be displayed at entrance to the project area. The intent is that the sign will be freestanding. The sign must display on both sides the project name, Town Logo, elected officials, and contact information. A detail of the sign will be provided by the Town. Shop drawings must be submitted for approval

**2. Bid Item 102-1** is a lump sum pay item for a Maintenance of Traffic and includes all pedestrian access maintenance. All crosswalks and sidewalks must remain open and free of obstructions. Temporary painting for roadways and crosswalks shall be maintained throughout the project. Costs must include the use of flagmen for



## **EXHIBIT A – NW 82<sup>ND</sup> AVENUE & OAK LANE IMPROVEMENTS PLANS**



PROJECT LOCATION  
MIAMI-DADE COUNTY

## CONTRACT PLANS COMPONENTS

### INDEX OF CONTRACT PLANS SHEET NO. SHEET DESCRIPTION

- 1 KEY SHEET
- 2 TABULATION OF QUANTITIES
- 3 GENERAL NOTES
- 4 TYPICAL SECTION
- 5 ROADWAY PLAN
- 6 SIGNING AND PAVEMENT MARKING PLAN
- 7 SPECIAL DETAILS

## DESIGN TEAM

### CIVIL ENGINEER:

Malta Engineering, Inc.  
1700 NW 66th Avenue, Suite 106  
Plantation, FL 33313  
Phone: (954) 870-5070  
Fax: (954) 800-6045

### OWNER:

Town of Miami Lakes  
6060 Main Street  
Miami Lakes, FL 33014  
Phone: (305) 512-7129

## GOVERNING DESIGN STANDARDS:

Florida Department of Transportation, 2016 Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways, Florida Department of Transportation, FY2017-18 Design Standards eBook (DSesB) and applicable Design Standards Revisions (DSRs) at the following website: <http://www.fdot.gov/roadway/DesignStandards/Standards.shtm>

## GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, January 2018 Standard Specifications for Road and Bridge Construction at the following website: <http://www.fdot.gov/programmanagement/Implemented/SpecBooks>

# TOWN OF MIAMI LAKES

## NW 82nd AVENUE AND OAK LANE INTERSECTION IMPROVEMENTS



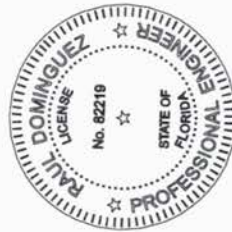
ROADWAY SHOP DRAWINGS  
TO BE SUBMITTED TO  
THE SUBWAY PLANS  
ENGINEER OF RECORD:

## MARLIN ENGINEERING

RAUL DOMINGUEZ, P.E. • P.E. No.: 82219  
1700 NW 66 Ave., Ste. 106 • Plantation, FL 33313  
(305) 477-7575 • C.A. No. 6104

VENDOR NO. 65-0279601  
C.A. NO. 6104

NOTE: THE SCALE OF THESE PLANS MAY  
HAVE CHANGED DUE TO REPRODUCTION  
THIS DOCUMENT HAS BEEN DIGITALLY  
SIGNED AND SEALED BY:



PRINTED COPIES OF THIS DOCUMENT ARE  
NOT CONSIDERED SIGNED AND SEALED  
UNLESS THE SIGNATURE MUST BE VERIFIED  
ON THE ELECTRONIC DOCUMENTS.

MARLIN ENGINEERING, INC.  
1700 NW 66th Avenue, Suite 106  
Plantation, Florida 33313  
CERTIFICATE OF AUTHORIZATION 6104  
RAFAEL LAGOS, P.E. NO. 51412



## COMMUNITY OFFICIALS

Manny Cid, Mayor

Nelson Rodriguez, Vice-Mayor

Tim Daubert, Councilman

Frank Mingo, Councilman

Luis Collazo, Councilman

Cesar Mestre, Councilman

Marilyn Ruano, Councilwoman

Alex Rey, Town Manager

FISCAL YEAR	SHEET NO.
17	1



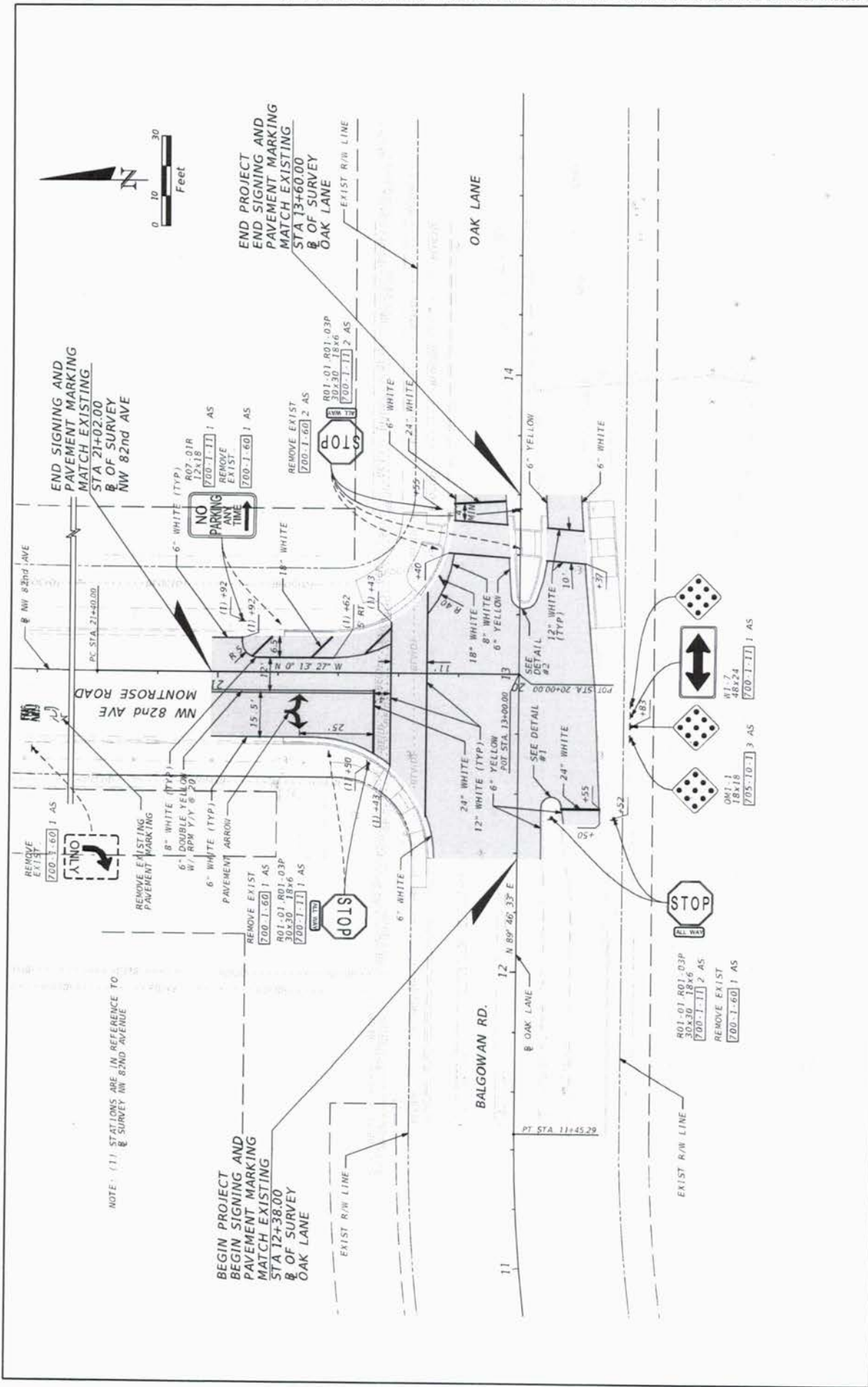












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DATE	DESCRIPTION	DATE	DESCRIPTION																								





RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD



LICENSE NUMBER

CUC1224592

The UNDERGROUND UTILITY & EXCAVATION CO

Named below IS CERTIFIED

Under the provisions of Chapter 489 F.S.

Expiration date: AUG 31, 2018

TRASOBARES, DELIO ALBERT  
METRO UNDERGROUND OF FLORIDA INC  
9442 N.W 109 ST  
MEDLEY FL 33178



ISSUED: 06/15/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1606150001547

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER

CGC050965

The GENERAL CONTRACTOR

Named below IS CERTIFIED

Under the provisions of Chapter 489 FS.

Expiration date: AUG 31, 2018

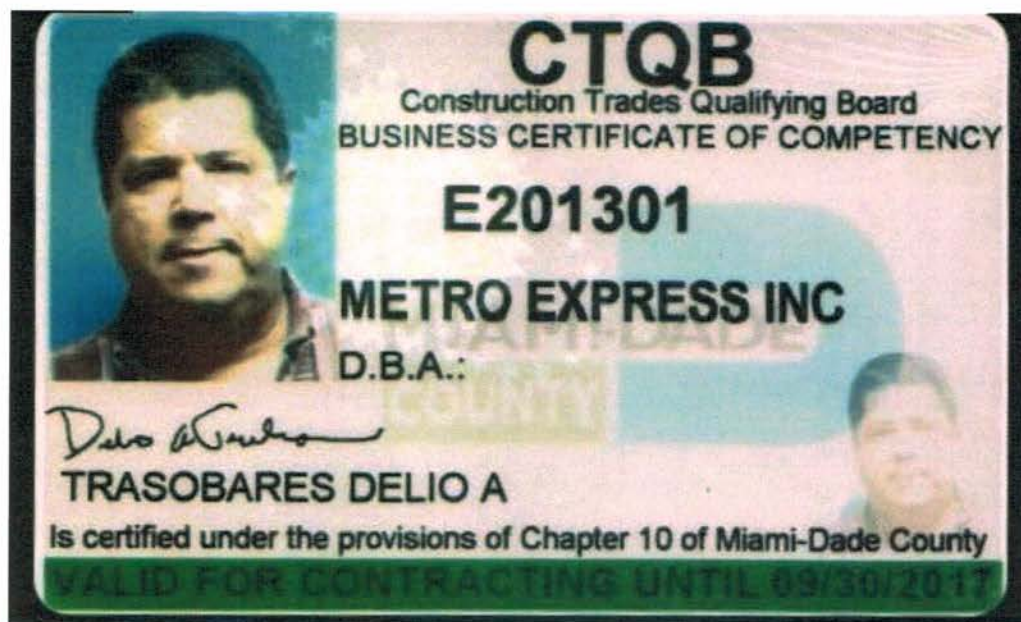
TRASOBARES, DELIO ALBERT  
METRO EXPRESS INC  
9442 N.W. 109 ST  
MEDLEY FL 33178



ISSUED: 06/15/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1606150001369



004915

# Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

4092169

## BUSINESS NAME/LOCATION

METRO EXPRESS INC  
9442 NW 109 ST  
MEDLEY FL 33178

## RECEIPT NO.

RENEWAL  
4272571

# LBT

## EXPIRES

SEPTEMBER 30, 2018

Must be displayed at place of business

Pursuant to County Code

Chapter 8A - Art. 9 & 10

## OWNER

METRO EXPRESS INC

Worker(s)

10

## SEC. TYPE OF BUSINESS

196 GENERAL BUILDING CONTRACTOR  
CGC050965

## PAYMENT RECEIVED BY TAX COLLECTOR

\$45.00 09/19/2017  
CHECK21-17-085392

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](http://www.miamidade.gov/taxcollector)



005699

# Local Business Tax Receipt

Miami-Dade County, State of Florida  
-THIS IS NOT A BILL - DO NOT PAY

4486379

**BUSINESS NAME/LOCATION**

METRO EXPRESS INC  
9442 NW 109 ST  
MEDLEY FL 33178

**RECEIPT NO.**

**RENEWAL**  
**4683810**

# LBT

**EXPIRES**

**SEPTEMBER 30, 2018**

Must be displayed at place of business  
Pursuant to County Code  
Chapter 8A - Art. 9 & 10

**OWNER**

METRO EXPRESS INC

Worker(s) 10

**SEC. TYPE OF BUSINESS**

196 GENERAL ENGINEERING CONTRACTOR  
E201301

**PAYMENT RECEIVED  
BY TAX COLLECTOR**

\$45.00 09/19/2017

CHECK21-17-085393

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.

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DOLLAR AMOUNT OF WORK	CLASSES OF WORK	YEAR COMPLETED	WHERE LOCATED CITY - COUNTY	NAME AND ADDRESS OF OFFICIAL TO WHOM YOU REFER
\$ 68,674.40	Sidewalks	Mar-2006	City of Pembroke Pines	Ricardo Roses / Pembroke Pines, FL / 954-261-4534
\$ 639,150.00	Drainage	Jul-2006	Village of Palmetto Bay	Patterson / 8950 sw 152 St. Palmetto Bay, FL / 305-259-1234
\$ 200,000.00	Sidewalks	Jul-2006	City of Coral Gables	Julia Abraham / 2800 SW 72 Ave. Miami, FL / 305-460-5059
\$ 280,770.65	Sidewalks	Aug-2006	City of Margate	5790 Margate Blvd. Margate, FL / 954-565-9998
\$ 85,927.71	Sidewalks	Aug-2006	Village of Palmetto Bay	Patterson / 8950 sw 152 St. Palmetto Bay, FL / 305-259-1234
\$ 2,167,070.00	Drainage	Oct-2006	Miami Dade County D.E.R.M.	Alberto Estevez / 33 SW 2nd Ave. / P# 305-372-6547
\$ 730,040.40	School JJJ	Nov-2006	James Cummings, Inc.	James Cummings, FAX: 305-556-9414
\$ 424,000.00	Sidewalks	Dec-2006	Miami Dade County PWD	Gary Semonson / 111 NW 1st St. Miami, FL / 305-375-2651
\$ 1,795,252.25	Drainage	Dec-2006	Miami Dade County D.E.R.M.	Leo Salgueiro / 33 SW 2nd Ave. /305-375-2651
\$ 1,585,707.73	Drainage	Dec-2006	Miami Dade County PWD	Luis Franqui / 111 NW 1st St. Miami, FL P#305-375-4982
\$ 650,660.46	Sidewalks	Jan-2007	City of Miami	Leonel Zapata / 444 SW 2nd Ave. Miami, FL / 305-216-2056
\$ 950,000.00	Sidewalks	Jan-2007	Miami Dade County PWD	Gary Semonson / 111 NW 1st St. Miami, FL / 305-375-2651
\$ 1,181,320.89	Drainage	Jan-2007	Miami Dade County PWD	Nestor Melean 111 NW 1st St., Miami, FL / 305-375-2648
\$ 562,500.00	Sidewalks	Feb-2007	Miami Dade County PWD	Gary Semonson / 111 NW 1st St. Miami, FL / 305-375-2651
\$ 765,274.09	Doral Park	Feb-2007	City of Doral	Carrillo / 8300 NW 53 St. Doral, FL / 305-593-6725
\$ 735,000.00	Sidewalks	Mar-2007	Miami Dade County PWD	Gary Semonson / 111 NW 1st St. Miami, FL / 305-375-2651
\$ 762,750.00	Sidewalks	Mar-2007	Miami Dade County PWD	G. Coopallechia / 111 NW 1st. St. Miami, FL / 305-375-2392
\$ 778,500.00	Sidewalks	Mar-2007	Miami Dade County PWD	Gary Semonson / 111 NW 1st St. Miami, FL / 305-375-2651
\$ 179,500.00	Sidewalks	Apr-2007	City of Miami Dade County PWD	Gary Semonson / 111 NW 1st St. Miami, FL / 305-375-2651
\$ 179,500.00	Sidewalks	Apr-2007	City of Miami Dade County PWD	Gary Semonson / 111 NW 1st St. Miami, FL / 305-375-2651
\$ 271,004.34	Sidewalks	Apr-2007	Village of Palmetto Bay	Patterson / 8950 sw 152 St. Palmetto Bay, FL / 305-259-1234
\$ 179,500.00	Sidewalks	Apr-2007	Miami Dade County PWD	Gary Semonson / 111 NW 1st St. Miami, FL / 305-375-2651
\$ 93,081.15	Citywide Sidewalks	May-2007	City of Miami	Leonel Zapata / 444 SW 2nd Ave. Miami, FL / 305-216-2056
\$ 1,000,000.00	P.T.P.	May-2007	Miami Dade County PWD	G. Coopallechia / 111 NW 1st. St. Miami, FL / 305-375-2392
\$ 1,890,688.04	downtown P-II	Jun-2007	City of Miami	Leonel Zapata / 444 SW 2nd Ave. Miami, FL / 305-216-2056
\$ 79,835.07	Speed Hump	Jun-2007	City of Miami	Ola Aluko 444 SW 2nd Ave. Miami, FL / 305-216-2056
\$ 207,828.47	Sidewalks	Jun-2007	City of Miami	Ola Aluko 444 SW 2nd Ave. Miami, FL / 305-216-2056
\$ 39,516.46	Improvement	Jun-2007	City of Miami	Ola Aluko 444 SW 2nd Ave. Miami, FL / 305-216-2056
\$ 200,000.00	Sidewalks	Jul-2007	City of Coral Gables	Julia Abraham / 2800 SW 72 Ave. Miami, FL / 305-460-5059



DOLLAR AMOUNT OF WORK PERFORMED	CLASSES OF WORK	YEAR COMPLETED	WHERE LOCATED CITY - COUNTY	NAME AND ADDRESS OF OFFICIAL TO WHOM YOU REFER
\$ 950,000.00	Sidewalks	Aug-2007	Miami Dade County PWD	Gary Semonson / 111 NW 1st St. Miami, FL / 305-375-2651
\$ 950,000.00	Sidewalks	Aug-2007	Miami Dade County PWD	Gary Semonson / 111 NW 1st St. Miami, FL / 305-375-2651
\$ 950,000.00	Sidewalks	Aug-2007	Miami Dade County PWD	G. Coopallechia / 111 NW 1st St. Miami, FL / 305-375-2392
\$ 848,000.00	Sidewalks	Aug-2007	Miami Dade County PWD	Rodolfo Ibarra / 16215 SW 117 Av. Unit. #3
\$ 179,500.00	Sidewalks	Aug-2007	Miami Dade County PWD	Gary Semonson / 111 NW 1st St. Miami, FL / 305-375-2651
\$ 336,589.00	Drainage	Aug-2007	City of Pompano Beach	Donald Janssen/ 1201 NW 5 Ave. Pompano / 954-786-4061
\$ 197,880.00	Drainage	Aug-2007	City of Pompano Beach	Donald Janssen/ 1201 NW 5 Ave. Pompano / 954-786-4061
\$ 2,179,318.00	Intersections	Oct-2007	Miami Dade County PWD	Jesus Gonzalez / 111 NW 1st St. Miami, FL / 305-375-2172
\$ 950,000.00	Sidewalks	Oct-2007	Miami Dade County PWD	Gary Semonson / 111 NW 1st St. Miami, FL / 305-375-2651
\$ 3,376,153.90	Drainage	Oct-2007	Miami Dade County D.E.R.M.	Alberto Estevez / 33 SW 2nd Ave. / P# 305-372-6547
\$ 950,000.00	Sidewalks	Nov-2007	Miami Dade County PWD	G. Coopallechia / 111 NW 1st St. Miami, FL / 305-375-2392
\$ 696,800.00	Drainage	Dec-2007	City of Miami	Francis Mitchell/444 SW 2nd Ave. Miami, FL / 305-416-1097
\$ 349,149.17	Sewer Rehabilitation	Feb-2008	City of Miami	Ola Aluko 444 SW 2nd Ave. Miami, FL / 305-216-2056
\$ 12,815.86	Sidewalks	Mar-2008	City of Miami Beach	A. Carmenate/1700 Convention Center Dr. / 305-673-7071
\$ 1,314,918.84	Sidewalks Dist. 3 & 4	Apr-2008	City of Miami	Ola Aluko 444 SW 2nd Ave. Miami, FL / 305-216-2056
\$ 200,000.00	Sidewalks	Jul-2008	City of Coral Gables	Julia Abraham / 2800 SW 72 Ave. Miami, FL / 305-460-5059
\$ 577,982.81	Drainage	Sep-2008	City of Doral	Carrillo / 8300 NW 53 St. Doral, FL / 305-593-6725
\$ 42,600.00	Temp. Parking	Oct-2008	City of Miami Beach	Keith Mizell / 1700 Convention Center Dr. / 305-673-7071
\$ 571,595.75	Sidewalks	Nov-2008	City of Miami	Luis Rodriguez 444 SW 2nd Ave. Miami, FL / 305-516-2153
\$ 112,063.70	Sidewalks	Nov-2008	City of Miami	Ola Aluko 444 SW 2nd Ave. Miami, FL / 305-216-2056
\$ 2,000,000.00	Drainage	Nov-2008	City of Coral Gables	Ludwid Janiga 2800 SW 72 Ave. Miami, FL / 305-460-5056
\$ 12,515.62	Sidewalks	Dec-2008	City of Miami	Luis Rodriguez 444 SW 2nd Ave. Miami, FL / 305-516-2153
\$ 137,520.00	Sidewalks	Dec-2008	City of Coral Gables	Grettel Duran / 2800 SW 72 Ave. Miami, FL / 305-460-5018
\$ 696,800.00	Citewide Sewer	Dec-2008	City of Miami	Francis Mitchell/444 SW 2nd Ave. Miami, FL / 305-216-2056
\$ 1,930,211.02	Drainage	Jul-2009	City of Miami	Joe Gaudie /444 SW 2nd Ave., Miami, FL / 305-416-1213
\$ 137,520.00	Sidewalks & Paving	Sep-2009	City of Coral Gables	Noel Polo / 2800 SW 72 Ave. Miami, FL / 305-733-0068
\$ 1,715,092.00	Drainage	Sep-2009	City of Miami	Genady Beylin / 444 SW 2nd Ave., Miami, FL / 305-416-1233
\$ 149,500.00	Striping and Signage	Dec-2009	FDOT	Taylor / 1000 NW 111 Ave Miami, FL / 305-470-5404



## Completed Contracts

DOLLAR AMOUNT OF WORK PERFORMED	CLASSES OF WORK	YEAR COMPLETED	WHERE LOCATED CITY - COUNTY	NAME AND ADDRESS OF OFFICIAL TO WHOM YOU REFER
\$ 849,985.00	Drainage &	Feb-2010	City of Doral	Carrillo / 8300 NW 53 St. Doral, FL / 305-593-6725
\$ 1,435,210.00	Sidewalk	Feb-2010	City of Miami	Joe Gaudie / 444 SW 2nd Ave., Miami, FL / 305-416-1213
\$ 303,692.00	JOC	Mar-2010	City of Miami	Joe Gaudie / 444 SW 2nd Ave., Miami, FL / 305-416-1213
\$ 554,500.00	Drainage &	Mar-2010	City of Coconut Creek	Carlo Nuesa 4800 W Copans , Coconut Creek / 954-973-6786
\$ 1,346,002.00	Sidewalk	Apr-2010	City of Miami	Joe Gaudie / 444 SW 2nd Ave., Miami, FL / 305-416-1213
\$ 791,931.00	JOC	Apr-2010	City of Miami	Joe Gaudie / 444 SW 2nd Ave., Miami, FL / 305-416-1213
\$ 1,068,641.00	JOC	Jun-2010	City of Miami	Joe Gaudie / 444 SW 2nd Ave., Miami, FL / 305-416-1213
\$ 4,200,000.00	JOC	Jul-2010	City of Coral Gables	Noel Polo / 2800 SW 72 Ave. Miami, FL / 305-733-0068
\$ 6,592,000.00	Curb & Sidewalk	Jul-2010	City of Margate	Sam May / 102 Rock Island, Margate, FL / 954-972-8126
\$ 6,300,000.00	JOC	Jul-2010	City of Miami Beach	Keith Mizell / 1700 Convention Center Dr. / 305-673-7071
\$ 193,890.00	Sidewalk	May-2011	Village of Pinecrest	Daniel Moretti / 10800 Red Rd, Pinecrest / 305-669-6916
\$ 184,139.00	Drainage	May-2011	City of Miami	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039
\$ 133,505.00	Sidewalk	Jul-2011	City of Parkland	Azita Behmardi / 6500 Parkside DR, Parkland / 954-757-4144
\$ 329,025.00	Sidewalk	Aug-2011	City of Hollywood	Laura Borges / 2600 Hollywood Blvd, Hollywood / 954-921-3254
\$ 155,362.00	Water Main	Sep-2011	City of Miami Beach	Maria Hernandez / 1700 Convention Center Dr. / 305-673-7071
\$ 358,684.00	Lighting	Nov-2011	City of Miami	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039
\$ 1,471,341.00	Precast Wall	Dec-2011	City of Miami	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039
\$ 145,943.00	Sidewalk	Dec-2011	City of Miami Gardens	Mariana Pitiriciu / 1050 NW 163 DR, M.Gardens / 305-622-8000
\$ 99,967.00	Sidewalk	Dec-2011	City of North Miami	Gerardo Hernandez / 776 NE 125 ST, N.Miami / 305-895-9877
\$ 248,064.00	Drainage &	Jun-2012	City of Miami Dade County PWD	Luis Baldo / 111 NW 1st St. Miami, FL / 305-282-0281
\$ 127,826.00	Sidewalk	Jun-2012	City of Tamarac	Bill Lewis / 6011 Nob Hill Rd, Tamarac / 954-597-3723
\$ 123,466.00	Paving	Aug-2012	Village of Miami Shores	PWD / 10050 NE 2nd Ave, Miami Shores, FL / 305-795-2210
\$ 2,022,000.00	Drainage	Sep-2012	City of Miami	Genady Beylin / 444 SW 2nd Ave., Miami, FL / 305-416-1233
\$ 171,781.00	Paving	Sep-2012	City of Miami	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039
\$ 1,781,596.00	Drainage	Oct-2012	City of Miami	Valentine Onuigbo / 444 SW 2nd Ave., Miami, FL / 305-416-2588
\$ 155,115.00	Paving	Nov-2012	City of Miami	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039
\$ 112,714.00	Fire Hydrants	Nov-2012	City of Miami Beach	Maria Hernandez / 1700 Convention Center Dr. / 305-673-7071
\$ 199,198.00	Electrical	Nov-2012	City of Miami Beach	Maria Hernandez / 1700 Convention Center Dr. / 305-673-7071



DOLLAR AMOUNT OF WORK PERFORMED	CLASSES OF WORK	YEAR COMPLETED	WHERE LOCATED CITY - COUNTY	NAME AND ADDRESS OF OFFICIAL TO WHOM YOU REFER
\$ 144,457.00	Sidewalk Drainage & Sidewalk	Nov-2012	City of Hollywood	Laura Borges / 2600 Hollywood Blvd, Hollywood / 954-921-3254
\$ 648,000.00	Sidewalk	Dec-2012	City of Miami	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039
\$ 134,373.00	Sidewalk	Dec-2012	City of Deerfield Beach	Bernard Buxton-Tetteh / 200 Gollisby Blvd / 954-480-4432
\$ 159,500.00	Sidewalk	Dec-2012	City of Deerfield Beach	Bernard Buxton-Tetteh / 200 Gollisby Blvd / 954-480-4432
\$ 55,956.00	Sidewalk	Feb-2013	Village of Pinecrest	Daniel Moretti / 10800 Red Rd, Pinecrest / 305-669-6916
\$ 152,344.00	Paving	Apr-2013	City of Miami	Robert Fenton / 444 SW 2nd Ave., Miami, FL / 305-416-1922
\$ 292,696.00	Drainage & Paving	Apr-2013	City of North Miami Beach	Jose Casio / 17050 NE 19th AVE, NMB, FL / 305-948-2980
\$ 461,595.00	Sidewalk & Paving	Apr-2013	City of Miami	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039
\$ 306,202.00	Sidewalk & Paving	May-2013	City of Hialeah	Efrain Hill / 501 Palm Ave, Hialeah, FL / 305-687-2698
\$ 90,545.00	Sidewalk	May-2013	City of Miami Springs	Lazaro Garaboa / 345 N. Royal Poinciana Blvd / 305-805-5170
\$ 100,869.00	Traffic Circle	Jun-2013	City of Miami	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039
\$ 129,734.00	Sidewalk	Jun-2013	Village of Key Biscayne	Tony Brown / 88 W. McIntyre ST, Key Biscayne, / 305-365-7568
\$ 317,404.00	Sidewalk	Jun-2013	City of Miami Gardens	Mariana Pitiriciu / 1050 NW 163 DR, M.Gardens / 305-622-8000
\$ 196,693.00	Drainage & Paving	Aug-2013	City of Doral	Carlos Arroyo / 8300 NW 53 St. Doral, FL / 305-593-6725
\$ 99,980.00	Sidewalk	Aug-2013	City of North Miami	Gerardo Hernandez / 776 NE 125 ST, N.Miami / 305-895-9877
\$ 120,899.00	Sidewalk	Sep-2013	City of Deerfield Beach	Bernard Buxton-Tetteh / 200 Gollisby Blvd / 954-480-4432
\$ 1,296,999.00	Drainage & Paving	Oct-2013	City of Miami Beach	Olga Sanchez / 1700 Convention Center Dr. / 305-673-7071
\$ 59,417.00	Sidewalk	Oct-2013	City of Margate	Sam May / 102 Rock Island, Margate, FL / 954-972-8126
\$ 1,009,538.00	Drainage & Paving	Nov-2013	City of Miami	Eric Rush / 444 SW 2nd Ave., Miami, FL / 305-416-1298
\$ 2,189,064.00	Drainage & Paving	Nov-2013	City of Coral Gables	Noel Polo / 2800 SW 72 Ave. Miami, FL / 305-733-0068
\$ 407,581.00	Sidewalk	Nov-2013	Town of Miami Lakes	Ernesto Perez / 6601 Main ST, Miami Lakes, FL / 305-364-6100
\$ 236,440.00	Curb, Landscape	Nov-2013	City of Coral Gables	Julia Abraham / 2800 SW 72 Ave. Miami, FL / 305-460-5059
\$ 422,805.00	Pavers	Dec-2013	City of Miami	Maurice Hardie / 444 SW 2nd Ave., Miami, FL / 305-416-1786
\$ 436,282.00	Drainage & Paving	Dec-2013	City of Miami	Maurice Hardie / 444 SW 2nd Ave., Miami, FL / 305-416-1786



DOLLAR AMOUNT OF WORK PERFORMED	CLASSES OF WORK	YEAR COMPLETED	WHERE LOCATED CITY - COUNTY	NAME AND ADDRESS OF OFFICIAL TO WHOM YOU REFER
\$ 642,334.00	TurfBlock & Paving	Dec-2013	City of Miami	David Adato / 444 SW 2nd Ave., Miami, FL / 305-416-1899
\$ 1,165,502.00	Bridge & Paving	Dec-2013	Miami Dade County PWD	Nestor Melean 111 NW 1st St., Miami, FL / 305-375-2648
\$ 240,470.00	Paving	Dec-2013	City of North Miami	Rick Cade / 776 NE 125 ST, N.Miami / 305-895-9877
\$ 24,096.00	Sidewalks	Aug-2014	Village of Palmetto Bay	Dan.Casals / 9495 SW 180 ST Palmetto Bay, FL / 305-969-5011
\$ 142,461.00	Paving	Oct-2014	City of Miami	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039
\$ 417,060.00	Drainage & Paving	Nov-2014	City of North Miami Beach	Jose Casio / 17050 NE 19th AVE, NMB, FL / 305-948-2980
\$ 136,887.70	Drainage & Paving	Nov-2014	City of Miami Gardens	Luis Mendoza / 18605 NW 27th AVE, M.Gardens / 305-622-8000
\$ 168,650.00	Drainage & Paving	Dec-2014	City of Miami Springs	Lazaro Garaboa / 345 N. Royal Poinciana Blvd / 305-805-5170
\$ 567,103.26	Concrete & Paving	Dec-2014	Mastec N.A.	Manuel Arismendy /2801 SW 46th AVE, Davie FL /305-232-3484
\$ 1,938,890.00	Sidewalk & Paving	Dec-2014	City of Miami	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039
\$ 1,487,500.00	Sidewalk	Dec-2014	City of Miami	Fabiola Dubuisson / 444 SW 2nd Ave., Miami, FL / 305-416-1755
\$ 714,866.25	Drainage & Paving	Dec-2014	City of Miami Beach	Olga Sanchez / 1700 Convention Center Dr. / 305-673-7071
\$ 198,575.00	Sidewalk	Dec-2014	City of Deerfield Beach	Bernard Buxton-Tetteh / 200 Gollisby Blvd / 954-480-4432
\$ 47,211.50	Sidewalk	Dec-2014	Town of Miami Lakes	Elia Nuñez / 6601 Main ST, Miami Lakes, FL / 305-364-6100
\$ 33,861.25	Sidewalk	Dec-2014	Village of Key Biscayne	Tony Brown / 88 W.McIntyre ST, Key Biscayne, / 305-365-7568
\$ 1,000,000.00	Paving	Dec-2014	City of Coral Gables	Noel Polo / 2800 SW 72 Ave. Miami, FL / 305-733-0068
\$ 1,685,638.44	Paving	Mar-2015	Miami Dade County PWD	Carlos Palma NW 1st St., Miami, FL / 305-375-5214
\$ 676,300.21	Paving	Jun-2015	Miami Dade County PWD	Joaquin Montesino 111 NW 1st St., Miami, FL / 305-375-4317
\$ 708,018.32	Paving	Jun-2015	City of North Miami	Rick Cade / 776 NE 125 ST, N.Miami / 305-895-9877
\$ 89,014.50	Sidewalk, Curbs	Jun-2015	City of Homestead	Tracy Moore / 529 N.Flagler AVE, Homestead FL / 305-224-4570
\$ 209,201.35	Drainage & Paving	Jun-2015	City of Miami Gardens	Luis Mendoza / 18605 NW 27th AVE, M.Gardens / 305-622-8000
\$ 118,597.68	Sidewalks	Jul-2015	City of North Miami Beach	Jose Casio / 17050 NE 19th AVE, NMB, FL / 305-948-2980
\$ 72,477.22	Sidewalks	Sep-2015	Village of Palmetto Bay	Dan.Casals / 9495 SW 180 ST Palmetto Bay, FL / 305-969-5011
\$ 393,716.44	Concrete, Pavers	Oct-2015	City of Miami	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039
\$ 251,000.00	Sidewalks	Oct-2015	City of Deerfield Beach	Bernard Buxton-Tetteh / 200 Gollisby Blvd / 954-480-4432
\$ 847,451.30	Sidewalk	Nov-2015	City of Miami Gardens	Luis Mendoza / 18605 NW 27th AVE, M.Gardens / 305-622-8000





**STATUS OF CONTRACTS ON HAND**

Give full information about all of your contracts, whether prime or subcontracts;  
whether in progress or awarded but not yet begun, and regardless of its location and with whom contracted.

1	2	3	4	5	6	7
CLASSES OF WORK	DOT PROJECTS AND LOCATION OF WORK YOU ARE PERFORMING	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY AS PRIME CONTRACTOR	TO BE DONE BY AS SUBCONTRACTOR
		\$	\$	\$	\$	\$
			<b>DOT WORK</b>	<b>(Col. 5 Subtotal)</b>		
CLASSES OF WORK	OTHER (Non-DOT) PROJECTS, OWNER, AND LOCATION OF WORK YOU ARE PERFORMING	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT		
Drainage, Paving, Sidewalk	City of Coral Gables, PWD- (Year-2017)	\$1,000,000.00		\$779,406.30	\$779,406.30	
Sidewalk	City of Miami, M-0096 (Year-2017)	\$1,034,146.00		\$899,177.80	\$899,177.80	
Drainage, Paving, Concrete	City of Miami, B-40339	\$351,997.63		\$313,618.68	\$313,618.68	
Drainage, Paving, Concrete	City of Miami, B-40340	\$345,295.64		\$44,401.17	\$44,401.17	
Drainage, Paving, Concrete	City of Miami, B-40342	\$162,005.35		\$17,167.60	\$17,167.60	
Drainage, Paving, Concrete	JOC-Power Alliance, Miami Beach 2017	\$1,975,000.00		\$521,696.61	\$521,696.61	
Paving	Miami-Dade County, WASD Rehabilitation 20150201-R	\$712,732.13		\$712,732.13	\$712,732.13	
Sidewalk	Miami-Dade County, Push Button Sidewalk 20140154	\$390,879.17		\$0.00	\$0.00	
Sidewalk	Miami-Dade County, Push Button Sidewalk 20140156	\$163,838.57		\$0.00	\$0.00	
Drainage, Paving, Concrete	Miami-Dade County, Push Button Intersections 20140206	\$713,620.26		\$0.00	\$0.00	
Drainage, Paving, Concrete	Miami-Dade County, Push Button Intersections 20140207	\$840,184.83		\$574,536.93	\$574,536.93	
Drainage, Paving, Concrete	Town of Miami Lakes, Miscellaneous Work 2017	\$107,935.00		\$36,160.00	\$36,160.00	
Sidewalk	City of Homestead, Sidewalk Installation Repairs 2017	\$85,000.00		\$43,882.00	\$43,882.00	
Sidewalk	City of Deerfield Beach, CDGB Sidewalk 2017	\$5,000.00		\$5,000.00	\$5,000.00	
Sidewalk	City of Miami Gardens, Sidewalk Repairs (Year 2017)	\$165,000.00		\$165,000.00	\$165,000.00	
Sidewalk	City of North Miami Beach, Sidewalk Repairs 2017	\$5,000.00		\$5,000.00	\$5,000.00	
Sidewalk	City of Wilton Manors, Sidewalk Repairs 2017	\$2,000.00		\$2,000.00	\$2,000.00	
Sidewalk	City of Dania Beach, Sidewalk Repairs 2017	\$10,000.00		\$10,000.00	\$10,000.00	
Water, Sewer, Paving, Concrete	Miami Dade Water & Sewer, S-868-R	\$7,002,082.00		\$7,002,082.00	\$7,002,082.00	
Sidewalk	Village of Palmetto Bay, Sidewalk villagewide 2017	\$100,000.00		\$100,000.00	\$100,000.00	
Concrete, Paving	Mastec, Restoration Contract 2017	\$250,000.00		\$180,451.24	\$180,451.24	
Water, Sewer, Drainage, Concrete	City of Miami- B-40668, Flex Park Marine Stadium	\$7,000,000.00		\$771,130.19	\$771,130.19	
Sidewalk	Miami-Dade County, Busway Pedestrian Imp. 20150046	\$496,722.13		\$0.00	\$0.00	
Sidewalk	Village of Key Biscayne, Sidewalk Repairs 2017	\$57,000.00		\$507.00	\$507.00	
Sidewalk	City of Weston, Sidewalk Repairs 2017	\$2,500.00		\$2,500.00	\$2,500.00	
Sidewalk	Village of Pinecrest, Sidewalk Repairs 2017	\$75,000.00		\$23,624.50	\$23,624.50	
Sidewalk	City of Miramar, Sidewalk Repairs 2017	\$5,000.00		\$5,000.00	\$5,000.00	
Sidewalk	City of Margate, Sidewalk Repairs 2017	\$2,000.00		\$2,000.00	\$2,000.00	
Sidewalk	City of Tamarac, Sidewalk Repairs 2017	\$24,000.00		\$24,000.00	\$24,000.00	
Sidewalk, Paving	City of Hallandale Beach, Sidewalk 2017	\$87,500.00		\$82,490.00	\$82,490.00	
Drainage, Paving, Concrete	City of Miami, B-40347 (Grove Park)	\$1,136,770.00		\$8,763.66	\$8,763.66	
Paving	City of North Miami, Asphalt Laid in Place 2017	\$250,000.00		\$250,000.00	\$250,000.00	
Drainage, Paving, Concrete	City ofventura, NE 29th PL Improvements	\$721,027.05		\$50,716.16	\$50,716.16	
Drainage, Paving, Concrete	City of Miami, JOC-2017	\$900,000.00		\$900,000.00	\$900,000.00	
Drainage, Paving, Concrete	Town of Medley, RPQ#2015-005 NW South River DR	\$3,343,050.15		\$1,601,471.73	\$1,601,471.73	
Sidewalk	Town of Davie, Sidewalk Repairs 2017	\$10,000.00		\$10,000.00	\$10,000.00	
		\$0.00		\$0.00	\$0.00	
				<b>(Col. 5 Subtotal)</b>	<b>\$15,144,515.70</b>	

**PLEASE ENTER ATTACHMENT TOTALS ON THIS LINE**

TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU

GRAND TOTAL

\$15,144,515.70

\$0.00

\$15,144,515.70

NOTE: Columns 3 and 4 to show total contract (or subcontract) amounts. Column 5 to be difference between columns 3 and 4. Amount in columns 6 or 7 to be uncompleted portion of amount in column 5. All amounts to be shown to nearest \$100.00. The Contractor may consolidate and list as a single item all contracts which individually do not exceed 3% of the total, and which, in the aggregate, amount to less than 20% of the total.

Total of Columns 6 and 7 Must Be Filled  
In and Must Agree with Related  
Attachment(s), if furnished.



## EQUIPMENT LIST

ITEM		DESCRIPTION AND CAPCITY OF ITEMS			YEAR
No.	QUANTITY	DESCRIPTION	S/N	MFGD	
1	1	PC228USLC-3 HYDRAULIC EXCVATOR KOMATSU	21605	2003	
2	1	PC228USLC-3 HYDRAULIC EXCAVATOR KOMATSU	30233	2003	
3	1	PC228USLC-3 HYDRAULIC EXCAVATOR KOMATSU	30314	2003	
4	1	KOMATSU D51PX-22 CRAWLER DOZER - CAB	B10096	2007	
5	1	J.D. CRAWLER DOZER 450J	T0450JX119147	2006	
7	1	1BC S175K STEER LOADER	530111877	2006	
9	1	1BC S300K SKID STEER LOADER KSREIES	531111006	2005	
10	1	1BC S220K SKID-STEER LOADER	530711098	2006	
11	1	1BC S220K SKID-STEER LOADER	530711099	2006	
12	1	1BC S250 SKID-STEER LOADER	530913462	2006	
13	1	1CATERPILLAR SKID STEER LOADER 272 C	RE00229	2009	
14	1	1KOMATSU FORKLIFT FG25ST-11	4054514	2005	
15	1	1THOMAS MINI EXCAVATOR PX15	NS1530555	2004	
18	1	1KOMATSU WHEEL LOADER WA400-5L	A40071	2005	
19	1	1SAKAI DOUBLE DROM VIBRATORY ROLLER SW850	VSW26-30148	2008	
20	1	1KOMATSU HYDRAULIC EXCAVATOR PC300LC-7L	A85655	2006	
21	1	1CATERPILLAR ASPHALT DRUM COMPACTOR CB-214E	21400747	2006	
22	1	1BC SKID S630	A3NT11183	2009	
23	1	1BC SKID-STEER LOADER S185	519033640	2003	
24	1	1BC SKID-STEER LOADER S185	519030441	2002	
25	1	1SWEEPER RIDE 6FT	29584-LJ	2004	
26	1	1BC 14" PLNR	231200549	2006	
28	1	1KKS Y TL	1K9BA08145T244072	2005	
29	1	1KKS Y TL	1K9BA08165T2440723	2005	
30	1	1BOBCAT	A48466	2006	
31	1	1KOMATSU EXCAVATOR	86407	2004	
32	1	1BACKHOE	H10027168	2003	
33	1	1BACKHOE	31308	2004	
34	1	1POWER MODULE		2001	
35	1	1CATERPILLER EXCAVATOR		2001	
36	1	1CATERPILLAR ASPHALT PAVER AP-600D	TFZ00215	2009	

# EQUIPMENT LIST

ITEM No.	QUANTITY	DESCRIPTION AND CAPACITY OF ITEMS			YEAR MFGD
		DESCRIPTION	S/N		
37	1	FORK LIFT F800	1FDXF80G6VVVA00842	1997	
38	1	CATERPILLAR RT600 6000 4X4X4 TELESCOPIC FORKLIFT	5G00475	1994	
39	1	TREET SWEEPER CS500	SA/12VM-402/22068236	2004	
40	1	DOBLE DRUM ROLLER C340C	109C14603329		
41	1	WG MILLING MACHINE W2000	06.20.1218		
42	1	EXCAVATOR E35	A93K14370	2012	
43	1	LEE-BOY CRAWLER ASPHALT PAVER L8500T	1041202007104	2002	
44	1	CRAWLER ASPHALT PAVER CR461R	051203	2002	
45	1	SWEEPER 72" 72SB	783725887		
46	1	HYPAC WHEEL PNEUMATIV ROLLER C50AH9	901A22202324	2004	
47	1	BROCE BROOM BB250B	303052	2003	
48	1	BC SKID STEER LOADER 326E	1T0326ELDJ254606	2014	
49	1	BC SKID STEER LOADER S650	A3NV23274	2014	
50	1	BOBCAT 220	200602539526	2006	
52	1	JD BACKHOE LOADER 310SJ	1T0310SJKBD203996	2011	
53	1	JD BACKHOE LOADER 310SJ	T0310SJHBD203019	2011	
54	1	BOMAG 2000/60-2 MILLING MACHINE	821836261037	2014	
55	1	BC SKID-STEER LOADER S650 T4	ALJ813842	2015	
56		BA 72" SWEEPER	783732759	2014	
57	1	BC SKID-STEER LOADER S650 T4	ALJ819024	2016	
58	1	JD BACKHOE LOADER 310J 4X4	T0310JX179460	2009	
59	1	JD VIBRATORY TANDEM ROLLER BW120L-5	861880291047	2015	
60	1	JD SKID STEERR LOADER S 328D	1T0328DLCDD233281	2013	
61	1	BC TRACTOR FRONT MOUNT SWEEPER CT450	AKBP11077	2012	
62	1	JD MINI HYDRAULIC EXCAVATOR 35D	X237612	2007	
63	1	JD MINI HYDRAULIC EXCAVATOR 35D	X260192	2008	
64	1	LEE BOY CRAWKER ASPHALT PAVER L8816 T	4Q895	2004	
65	1	BC SKID STEER LOADERS S650 T4	ALJ815757	2015	
66	1	JD WHEEL LOADER 544K	1DW544KZLFE667576	2015	
67	1	BC SKID STEER LOADERS S650 T4	ALJ814525	2015	
68	1	BC SKID STEER LOADERS S650 T4	ALJ814176	2015	
69	1	TEREX 760	SMFB44TR027CM7168		

# EQUIPMENT LIST

DESCRIPTION AND CAPACITY OF ITEMS			YEAR MFGD
ITEM No.	QUANTITY	DESCRIPTION	S/N
70	1	LEE BOY L8500T CRAWLER ASPHALT PAVER	
71	1	HYPAC C530AH 9 WHEEL PNEUMATIC ROLLER	90A2202324
72	1	J.D. 326E SKID STEER LOADER	1T0326ELCDJ254606
73	1	BOBCAT S650 SKED STEER LOAERS	A3NV23274
74	1	MX SYSTEM WITH 1000 GALLON TANK	1VR6120P5D2002191
75	1	TX 760	h10031308
76	1	CR461R CRAWLER ASPHALT PAVER	51203
77	1	CAT. 302.5C	CAT3025CTGGB001923
78	1	WIRTGEN W2000 MILLING MACHINE	06.20.1218
79	1	J.D. 310 SJ BACKHOE LOADER	1T0310SJKBD203996
80	1	J.D. 310 SJ BACKHOE LOADER	1T0310SJKBD203019
81	1	CATERPILLAR SKID STEER LOADER 272C	RED00229
82	1	KOMATSU FORKLIFT FG25ST-11	4054514
83	1	BOBCAT S650 SKED STEER LOAERS	ALJ814176
84	1	JD SKID STEER 324E	1T0324EJHJ300195
85	1	JD COMPACT EXCAVATOR 35G	510001343089
86	1	BOBCAT SKIED STEER LOADER S650 T4	ALJ819520
87	1	MAULIN 1550-D ASPHALT PAVER	370P50TKZ9Y203370
88	1	CATERPILLAR CB 224E TANDEM VIBRATORY ROLLER	CATCB224622402103
89	1	BOMAG BW 138AD TANDEM VIBRATORY ROLLER	1.0165E+11
90	1	TSS38 BROOM	25TS0206
91	1	T/A HYDRO VAC TRUCK L7501	2FZNRJCB5XAA31988
92	1	KOMATSU HYDRAULIC EXCAVATOR PC 138 USLC-11	50830
93	1	BOBCAT SKID - STEER LOADER S650 T4	ALJ819024
94	1	JD COMPACT EXCAVATOR 35G	
95	1	JD CLOADER BACKHOE 310J	T0310JX179460
96	1	BOMAG BW 120SL-5 VIBRATORY TANDER ROLLER	861880291047
97	1	JD SKID STEER 328D	1T0328DLCDD233281
98	1	BOCAT CT450 TRACTOR K2FMH078-EV	16CH1-02-070
99	1	JD MINI HYDRAULIC EXCABATOR 35D	X237612
100	1	JD MINI HYDRAULIC EXCABATOR 35D	X260192
101	1	BOBCAT SKID - STEER LOADER S650 T4	ALJ815757
102	1	BROOM TRATOR CHALLENGER MT 285B	JRB43613
103	1	LAY-MAR 6H B RIDE ON BROOM	24476
104	1	HAMN HD 120 TANDEM VIBRATORY ROLLER	47876
105	1	BOCAT SKID STEER LOADER S650 T4	ALJ81382



# EQUIPMENT LIST

ITEM		DESCRIPTION AND CAPACITY OF ITEMS			YEAR
No.	QUANTITY	DESCRIPTION	S/N	MFGD	
1	1	CHEV. PK	1GCGC24U5YE358210	2000	
2	1	CHEV. TK	1GBE4E1194F503600	2004	
3	1	CHEV. TK	1GBJC34U71F203626	2001	
4	1	CHEV. TK	1GHC24U03Z107777	2003	
5	1	CHEV. VN	1GCHG39RX2188489	2002	
6	1	FORD DP	1FTYY96D3WVA18515	1998	
7	1	FORD F150 PK	1FTRX12W69KB36242	2009	
8	1	FORD F350 TK	1FDWF36546EB22901	2006	
9	1	FORD F350 TK	1FDWF36P06EC81688	2006	
10	1	FORD F350 TK	1FDWW36R68EC45072	2008	
11	1	FORD F350 TK	1FTW3BT7CEA76543	2012	
12	1	FORD F350 TK	1FTWW31R98EB98339	2008	
13	1	FORD F450 TK	1FDXF46P65EB88120	2005	
14	1	FORD PK	1FTRX12W78FB87840	2008	
15	1	FORD TK	1FDTFW1CV9AKB337669	2010	
16	1	FORD TK	1FDXF46RX8EC01117	2008	
17	1	FORD TK	1FDXF80E6VVA00842	1997	
18	1	FORD TK	1FDXR82A9HVA00582	1987	
19	1	FORD TK	1FTYA96WXXVVA42962	1997	
20	1	FORD VN	1FTSE34L09DA16852	2009	
21	1	FORD VN	1FTSS34LX4HA22801	2004	
22	1	FREI TK	1FV6HJBAXXH989357	1999	
23	1	FRHT DP	1FUWTMCB1WH963191	1998	
24	1	FRHT TK	1FVACWDC97HX85458	2007	
25	1	FRHT TK	1FVACXDC55HU97312	2005	
26	1	FRHT TK	1FVHALAS71PH71752	2001	
27	1	GMC TK	1GDM7H1CXXJ502373	1999	
28	1	GMCTK	1GDESC1104F500268	2004	
29	1	IHST TK	1HTMKAANX7H264398	2007	
30	1	IHST TK	1HTMMAAN93H594781	2003	



# EQUIPMENT LIST

ITEM		DESCRIPTION AND CAPCITY OF ITEMS			YEAR
No.	QUANTITY	DESCRIPTION		S/N	MFGD
31	1	INLT TK	1HTMMAAM06H340842		2006
32	1	INTL TK	1HTSCAAMOWH546026		1998
33	1	INTL TK	1HTMLAFM13H573345		2003
34	1	INTL TK	1HTMMAAN94H654026		2004
35	1	INTL TK	3HAJEAVH76L357841		2006
36	1	ISUZU TK	JALC4B141X7017274		1999
37	1	ISUZU TK	JALC4B143Y7011171		2000
38	1	ISUZU TK	JALB4B14417006210		2001
39	1	KW TR	1XKDDU9X53J385667		2003
40	1	MACK DP	1M1AA12Y8RW038404		1994
41	1	MACK DP	1M1AA12Y2SW045953		1995
42	1	MACK TK	1M1AE06Y0YW001306		2000
43	1	MACK TK	1M1AE06Y63W014845		2003
44	1	STEM DP	2FWYHMD89YAF69902		2000
45	1	STEM TK	2FWWHZYA71AH20148		2001
46	1	STEM TK	2FZNEWEB51AH56648		2001
47	1	STER DP	2FZNNPYB4XAA99772		1999
48	1	STRG TK	2FWA2DLO5AU11125		2005
49	1	VOLVO TK	4VA7BAPF7XN750700		1999
50	1	VOLVO TK	4VA7BAPF9XN750701		1999
51	1	VOLVO TK	4VA7BBJF5XN769704		1999
52	1	VOLVO TK	4V5JC8UFX1N871548		2001
53	1	VOLVO TK	4V5KC9GF82N329954		2002
54	1	FRHT	1FHALAS82PJ70977		2002
55	1	FRHT	1FVHALAS21PH95778		2001
56	1	FRHT	1FVHALAS41PH68775		2001
57	1	PETERILT DP	1NPALT0X71S519264		2001

## EQUIPMENT LIST

	ITEM No.	QUANTITY	DESCRIPTION AND CAPACITY OF ITEMS		YEAR MFGD
			DESCRIPTION	S/N	
	1	1	ANDS TL	4YNBN16243C015850	2003
	2	1	ANDS TL	4YNBN16283C015849	2003
	3	1	ANDS TL	4YNBN12254C021521	2004
	4	1	ANDS TL	4YNBN18206C044070	2006
	5	1	BEHL	16JF01829S1026623	1995
	6	1	BOMG TL	1B9PT132981744024	2008
	7	1	CEB TL	CEB020XCB707	2007
	8	1	CEC VS	CEC500831203	2003
	9	1	CONTINELTAL	1ZJBA31317M051170	2007
	10	1	CUST TL	58732153521003966	2002
	11	1	ECON TL	42EDOHF4131000634	2003
	12	1	EQUIP TL	4Y3US16222S011116	2002
	13	1	HMD TL	HM20020143	2002
	14	1	HORI TL	4Y3UC1223Y5007447	2001
	15	1	KAUF TL	15XFS18285L001024	2005
	16	1	KAUF TL	15XFS1865L001023	2005
	17	1	KAUF TL	5VGF2027GL003905	2016
	18	1	KKSY TL	1K9BA081051244070	2005
	19	1	KKSY TL	1K9BA081051244071	2005
	20	1	KKSY TL	1K9BA081451244072	2005
	21	1	KKSY TL	1K9BA081651244073	2005
	22	1	LEEB TL	1B9DS15217D309305	2007
	23	1	RORI TL	1R9PD2722M356074	2002
	24	1	SEAM	1S9A51825W042158	1998
	21	1	SOU TL	4Y3US182525011379	2002
	22	1	SOUT TL	4Y3US16202S011017	2002
	23	1	SOUT TL	4Y3US18242S010935	2002
	24	1	TLZE TL	3496877	1977
	25	1	TRAI TL	1DA72R6D3GM008586	1987
	26	1	WITTI TL	1W8A11E385S000079	2005
	27				
	28				
		300	BARRICADES		





Conforms with The American Institute of Architects,  
A.I.A. Document A310 (2010 Edition)

**Bid Bond**

CONTRACTOR:  
(Name, legal status and address)  
Metro Express, Inc.  
9442 NW 109th Street, Ste. 100  
Medley, FL 33178

OWNER:  
(Name, legal status and address)  
Town of Miami Lakes  
6601 Main Street  
Miami Lakes, FL 33014  
BOND AMOUNT:

SURETY:  
(Name, legal status and principal place  
of business)  
Travelers Casualty and Surety Company of America  
2420 Lakemont Avenue, 2nd Floor  
Orlando, FL 32814

This document has important legal  
consequences. Consultation with  
an attorney is encouraged with  
respect to its completion or  
modification.

Any singular reference to  
Contractor, Surety, Owner or  
other party shall be considered  
plural where applicable.

PROJECT: Five Percent of Amount Bid (\*\*\*\*\*5%\*\*\*\*\*)  
(Name, location or address, and Project number, if any)

NW 82nd Ave. & Oak Lane Reconfiguration Project, ITB # 2018-04

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 29th day of November 2017

Metro Express, Inc.

(Principal)

(Seal)

(Title)

Travelers Casualty and Surety Company of America

(Surety)

(Seal)

(Title) Michael A. Bonet, Attorney-In-Fact

(Witness)

(Witness) Carmen E. Pillot





## POWER OF ATTORNEY

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 232508

Certificate No. 007326665

**KNOW ALL MEN BY THESE PRESENTS:** That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Michael A. Bonet, and Roy V. Fabry

of the City of Miami, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 8th day of August, 2017.

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company



State of Connecticut  
 City of Hartford ss.

By: Robert L. Raney  
 Robert L. Raney, Senior Vice President

On this the 8th day of August, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
 My Commission expires the 30th day of June, 2021.



Marie C. Tetreault  
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29 day of November, 2017

  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.





## POWER OF ATTORNEY

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 232508

Certificate No. 007326665

**KNOW ALL MEN BY THESE PRESENTS:** That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Michael A. Bonet, and Roy V. Fabry

of the City of Miami, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 8th day of August, 2017.

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company



State of Connecticut  
 City of Hartford ss.

By: \_\_\_\_\_

Robert L. Raney, Senior Vice President

On this 8th day of August, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
 My Commission expires the 30th day of June, 2021.



*Marie C. Tetreault*  
 Marie C. Tetreault, Notary Public

**RESOLUTION NO. 17-\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, TO APPROVE AWARD OF ITB 2018-04, AWARD OF CONTRACT FOR NW 82ND AVE & OAK LANE RECONFIGURATION PROJECT; 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 CONTRACTS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on November 8, 2017, the Town issued Invitation to Bid No. 2018-04 (“ITB”) for NW 82<sup>nd</sup> Ave & Oak Lane Reconfiguration Project.

**WHEREAS**, the scope of work consists of furnishing all labor, materials, machinery, tools and services, necessary for the reconfiguration of the dedicated southbound right turn lane on NW 82<sup>nd</sup> Ave, into a right-turn/left-turn lane to allow safe left turn movements through the intersection .

**WHEREAS**, the ITB was properly advertised in the Miami Daily Business Review, posted on the Town Website, Demand Star, and Public Purchase, and noticed in the Town Hall lobby; and

**WHEREAS**, the Town received three (3) responses to its ITB from Metro Express, Inc., Star Paving, Corp., and Hahn Construction Engineering Contractors, Inc.; and

**WHEREAS**, based on due diligence, Procurement determined that Metro Express, Inc., was the lowest responsive bidder; and

**WHEREAS**, Procurement recommends an award of contract 2018-04 to Metro Express, Inc., in the amount of Seventy-Two Thousand Dollars (\$72,000.00), which includes Metro Express, Inc. bid amount of Sixty-Five Thousand Two Hundred Fourteen and 00/100



(\$65,214.00) plus a contingency amount of Six Thousand Seven Hundred Eighty Six and 00/100 (\$6,786.00); and

**WHEREAS**, the Town Manager concurs with the Procurement's recommendation to award contract 2018-04 to Metro Express, Inc. and recommends approval of award to the Town Council; and

**WHEREAS**, the Town Council approves the recommendation of the Town Manager, and authorizes the Town Manager to enter into the contract with Metro Express, Inc. for award of contract 2018-04 for the NW 82<sup>nd</sup> Ave & Oak Lane Reconfiguration Project .

**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 contract 2018-04 to Metro Express Inc. in an amount not to exceed \$72,000.00.

**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 Contract with Metro Express, Inc.

**Section 4. Authorization of Fund Expenditure.** The Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the Contract.

**Section 5. Execution of the Contract.** The Town Manager is authorized to execute the Contract with Metro Express, Inc. on behalf of the Town in an amount not to exceed \$72,000.00, in substantially the form attached hereto as Exhibit A.

**Section 6. Effective Date.** This Resolution shall take effect immediately upon adoption.

Passed and adopted this \_\_\_\_ day of \_\_\_\_\_ 2017

The foregoing resolution was offered by \_\_\_\_\_ who moved its adoption. The motion was seconded by \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Frank Mingo	_____
Councilmember Luis Collazo	_____
Councilmember Tim Daubert	_____
Councilmember Ceasar Mestre	_____
Councilmember 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**

**Contract 2018-04**

# INVITATION TO BID

## NW 82<sup>nd</sup> Ave & Oak Lane Reconfiguration Project

**ITB No. 2018-04**



**The Town of Miami Lakes Council:**

**Mayor Manny Cid  
Vice Mayor Nelson Rodriguez  
Councilmember Ceasar Mestre  
Councilmember Frank Mingo  
Councilmember Marilyn Ruano  
Councilmember Luis Collazo  
Councilmember Timothy Daubert**

Alex Rey, Town Manager  
The Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014

<b>Date Advertised</b>	Wednesday, November 8, 2017
<b>Non-Mandatory Pre-Bid Conference</b>	N/A
<b>Bids Due</b>	11:00 AM, Wednesday, November 29, 2017



NW 82<sup>nd</sup> Ave & Oak Lane Reconfiguration Project  
ITB 2018-04

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## SECTION A. NOTICE TO BIDDERS

**ITB Name:** NW 82<sup>nd</sup> Ave & Oak Lane Reconfiguration Project

**ITB No.:** 2018-04

**Bids Due:** 11:00AM EST, Wednesday, November 29, 2017

The Town of Miami Lakes (the "Town") will be accepting sealed Bids for the Town's NW 82<sup>nd</sup> Ave and Oak Lane Reconfiguration Project ("Project"). Bidders are to submit one (1) original and five (5) copies of their Bid, with original signatures together with a 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 November 29, 2017.**

### **Scope of Work:**

The Contractor must furnish all labor, materials, equipment, and supervision required for the reconfiguration of the dedicated southbound right turn lane into a right-turn/left-turn lane on the southbound approach on NW 82<sup>nd</sup> Ave to allow safe left turn movements at the intersection of NW 82<sup>nd</sup> Ave and Oak Lane. The Work includes, but is not limited to, asphalt milling and resurfacing, signing and pavement markings, construction of new sidewalk and ramps with detectable warnings, construction of curb and gutter, reconstruction of concrete nose median, sodding, and related restoration work in accordance with the Plans attached hereto as Exhibit A. Additional information on the Scope of Work can be found in Section D of the ITB.

### **Minimum Qualification Requirements:**

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

1. Possess a minimum of five (5) years of experience performing construction of roadway improvement projects involving public right-of-way;
2. Provide verifiable client references demonstrating successful completion of at least three (3) roadway improvement projects with a total project amount of \$50,000 or more performed within the last three (3) years;
3. Possess a current certified General Contractor license issued by the State of Florida or a Miami-Dade County Certificate of Competency as a General Engineering Contractor; and
4. Be able to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract.

The Town will consider a Bid 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.

Bid Documents are available on the Town's website at [www.miamilakes-fl.gov](http://www.miamilakes-fl.gov) and selecting "Contractual Opportunities" and on [www.DemandStar.com](http://www.DemandStar.com). Any inquiries regarding the Project may be directed to the Town at [procurement@miamilakes-fl.gov](mailto:procurement@miamilakes-fl.gov). Telephone calls or verbal conversations are **not** permitted

All Bids must be submitted in accordance with the 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](mailto: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.

**END OF SECTION**

## SECTION B. INSTRUCTIONS TO BIDDERS

### B1. DEFINITION OF TERMS

1. **Award** means that the Town Manager or Town Council, as applicable, has approved the award of a contract.
2. **Bid** means the Submittal tendered by a Bidder in response to this solicitation, which includes the price, authorized signature and all other information or documentation required by the Invitation to Bid ("ITB") at the time of submittal.
3. **Bid Form** means the form that contains the goods or services to be purchased and that must be completed and submitted with the Bid.
4. **Bidder** means any person, firm or corporation, or its duly authorized representative tendering a Submittal in response to this solicitation.
5. **Change Order** means a written document ordering a change in the Contract price or Contract time or a material change in the Work.
6. **Completion Time** means the number of calendar days specified for Final Completion of the Project.
7. **Cone of Silence** means the time period and method of communications as required by Section 2-11.1 of the Miami-Dade County Code, which state that the Cone of Silence shall be in effect from the date the ITB is issued until the Town Manager issues a written recommendation.
8. **Construction Change Directive** means a written directive to effect changes to the Work, issued by the Consultant or the Director that may affect the ITB Contract price or time.
9. **Consultant** means a firm that has entered into a separate agreement with the Town for the provision of professional services.
10. **Contract** means the ITB, the addendum, and the Bid documents that have been executed by the Bidder and the Town subsequent to approval of award by the Town.
11. **Contract Documents** means the Contract as may be amended from time to time, and plans, specifications, addendum, clarifications, directives, Change Orders, payments and other such documents issued under or relating to the Contract.
12. **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.
13. **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.
14. **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.
15. **Days** mean calendar days unless otherwise specifically stated in the .
16. **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.
17. **Design Documents, Plans or Sketch** means any construction plans and specifications or graphic representation included as part of the Contract.



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 furnished by Design-Build Firm and of the Work performed by the Contractor. The Town, at its sole discretion may hire a professional consultant to perform the inspections.
20. **Materials** mean goods or equipment incorporated into the Work, or used or consumed in the performance of the Work.
21. **Project** means a task or series of tasks that the Contractor must complete in accordance with the Contract Documents.
22. **Project Manager** means the individual assigned by the Town Manager or designee to manage a Project.
23. **Request for Information (RFI)** means a request from the Contractor seeking an interpretation or clarification relative to the Contract Documents. The RFI, which must be clearly marked RFI, must clearly and concisely set forth the issue(s) or item(s) requiring clarification or interpretation and why the response is required. The RFI must set forth the Contractor's interpretation or understanding of the document(s) in question, along with the reason for such understanding.
24. **Responsive Bidder** means the Bidder whose Bid conforms in all material respects to the terms and conditions included in the ITB.
25. **Responsible Bidder** means a Bidder who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
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. **Submittal** means the documents prepared and submitted by the Bidder in response to this ITB.
28. **Substantial Completion** means that point at which the Project 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.
29. **Town** means the Town Council of the Town of Miami Lakes or the Town Manager, as applicable.
30. **Town Manager** means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.
31. **Unbalanced Bid** means pricing that is not consistent with pricing in the industry or with market conditions and a comparison to the pricing submitted by other Bidders.
32. **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**

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. 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.

**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 Spreadsheet.

**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. 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:

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

- b. 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.
- c. 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](mailto: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](http://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.

*a. 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 subject to local preference under Section 13 of Town Ordinance 12-142. In order to qualify, Proposers seeking preference must submit the Local Vendor Preference Certification Form with all required supporting documentation. The Local Vendor Preference Certification Form can be found on the Town's website at <http://www.miamilakes-fl.gov> under the "Local Preference" tab on the Procurement Department's page.

**B2.13. TIE BIDS**

Preference shall be given to businesses with Drug-Free Workplace programs. 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. 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](http://www.miamilakes-fl.gov/index.php?option=com_content&view=article&id=67&Itemid=269).

**B2.16. EXECUTION OF CONTRACT**

The Successful Bidder must, within fourteen (14) 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 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 attached hereto.

**B3.03. CONFLICT OF INTEREST/ANTI-KICKBACK**

Bidder must complete and submit the Conflict of Interest, Anti-Kickback and Proposer's Relationships to the Town Affidavits attached hereto 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.

**END OF SECTION**

## **SECTION C. GENERAL TERMS AND CONDITIONS**

### **C1. PRELIMINARY STEPS TO STARTING THE 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 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 must submit 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 of the tasks required to complete the Project. 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 2007 or earlier 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 fourteen (14) 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.

**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 and any loss, damage or theft to its equipment and materials. 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.

**C1.07. 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 Town's Noise Ordinance No. 04-50 unless specifically stated otherwise in a Field Directive. Work to be performed outside these hours will require the prior written approval of the Project Manager.

**C2.04. SUBCONTRACTORS**

Contractor is solely responsible for all acts and omissions of its Subcontractors. Nothing in the Contract Documents creates any contractual relationship between any Subcontractor and the Town. Contractor is responsible for the timely payment of its Subcontractors and suppliers as required by Florida Statute Chapter 218.735. Failure to comply with these payment requirements will place the Contractor in default of the Contract.

Contractor must not employ any subcontractor against whom Town may have a reasonable objection.

Contractor must utilize the Subcontractors identified in its Bid submission. The replacement, addition, or deletion of any Subcontractor(s) will be subject to the prior written approval of the Project Manager.

For purposes of this Project, Subcontractors must comply with the terms of Section D10, E-Verify.

**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 3.32, 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 OF COMPLETION**

Time is of the essence with regard to completion of the Work to be performed under the Contract. Delays and extensions of time may be allowed only in accordance with the provisions of the Contract. The time allowed for completion of the work will be stated in the Bid.

**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. INTENTION OF THE TOWN

It is the intent of the Town to describe in the ITB the Work to be completed in accordance with all codes and regulations governing all the Work to be performed under this Contract. Any work, labor, materials and/or equipment that may reasonably be inferred from the Contract as being required to produce the intended results must be supplied by Contractor whether or not specifically called for in the Contract Documents. Where words, which have well-known technical or trade meanings are used to describe Work, materials or equipment, such words will be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, will mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids and Contractor must comply therewith. Town will have no duties other than those duties and obligations expressly set forth within the Contract Documents.

C2.18. 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

Mr. Raul Gestesi  
Town Attorney  
Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014

For Contractor:

Delio Trasobares  
Metro Express, Inc.  
9442 NW 109 Street  
Medley, Florida 33178  
[delio@metroexpresscorp.com](mailto:delio@metroexpresscorp.com)

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.

**C2.19. 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 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

**C2.20. 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.

**C2.21. 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 of the Work.

**C3. INDEMNITY & INSURANCE**

**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:

a. *Worker's Compensation and Employer's Liability Insurance:*

Coverage to apply for all employees for statutory limits as required by the State of Florida's Statutory Workers' Compensation Law and all applicable Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$500,000 each accident and a waiver of subrogation.

b. *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.

c. *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.

d. *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.

*e. 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.

*f. 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.

## **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 under the Contract, 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. Any paved areas including curbs and sidewalks which have been strewn with soil, sod waste, fertilizer or other waste must be thoroughly swept. The Town is not required to supply areas or facilities for storage or removal of waste on-site.

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**

Any Work performed in the public right-of-way will require the prior approval of the appropriate public agencies. These public agencies include, but are not limited to, the Town, Miami-Dade County Public

Works Department, and FDOT. Contractor will not be entitled to any additional compensation for Work performed in the public right-of-way, except for the cost of any required use of police officers, which reimbursement is addressed in the Contract

The Contractor shall be responsible for the maintenance of public streets and traffic control necessary to perform the Work under the Contract Documents. The cost of traffic control shall be included in the Contractor's Bid.

The Contractor shall be fully responsible for the Maintenance of Traffic (MOT) on public streets, detour of traffic (including furnishing and maintaining regulatory and informative signs along the detour route), traffic control, and other provisions, throughout the Project, as required by the Manual of Uniform Traffic Control Devices (MUTCD), the FDOT Roadway and Bridge Standard Index drawing Book, and/or Contract Documents. Traffic shall be maintained according to corresponding typical traffic control details as outlined in the previous noted standards. No street shall be completely blocked, nor blocked more than one-half at any time, keeping the other one-half open for traffic, without Town approval.

Where construction of the Project shall involve lane closures of public streets, the following shall apply:

1. Lane closures require a Public Works Permit, obtained two (2) weeks prior to planned construction, with a minimum forty-eight (48)-hour prior notice to local police and emergency departments.
2. No traffic lane may be blocked for any period between the hours of 7:00 to 9:00 AM and 4:00 to 7:00 PM.
3. MOT Plan has been approved at least twenty-four (24) hours in advance of such closure.

Excavated or other material stored adjacent to or partially upon a roadway pavement shall be adequately marked for traffic safety at all times. The Contractor shall provide necessary access to all adjacent property during construction.

Pavement markings damaged during construction shall be remarked, at no additional cost to the Town, as required by the Town.

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 awarded under the Contract 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 may be required, based on the Scope of Work of a Project, to submit shop drawings, sketches, samples or product data. A Work Order, if applicable, may state if shop drawings or other submittals are required if they are not required by the Building Code or regulatory agencies.

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. It is the responsibility of the Contractor to submit sufficient information to allow the Project Manager 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. 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.

**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 performance of the Work. 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 of the Work 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.

a. *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.

b. *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](mailto: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.

a. *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, & ADA**

Contractor will not unlawfully discriminate against any person, will provide equal opportunities for employment, and comply with all applicable provisions of the Americans with Disabilities Act in its performance of the Work under the Contract. Contractor will comply with all applicable federal, State of Florida, Miami-Dade County, and Town rules regulations, laws, and ordinance as applicable.

**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 (2<sup>nd</sup>) 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.

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.

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.

## **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](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 quantities stated on the Bid Form are solely estimates of what the Town anticipates its needs are for the initial year of the Contract. 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 under a Work Order 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. Town Issued Permits
2. Police Officer costs when not provided by the Town

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 10% 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 final 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 3.40. 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.

#### 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. **Do Not Include** inclement weather except for significant weather events that adversely impact the critical path of the Project Schedule, if required, or completion of the work, and does not include the acts or omissions of Subcontractors or suppliers.

#### 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 provided for Final Completion by the neglect or failure of the Town or by a Force Majeure, then the Contract Time set forth in the Contract will be extended by the Town subject to the following conditions:

1. The cause of the delay arises after issuance of the NTP and could not have been anticipated by the Contractor by reasonable investigation before proceeding with the Work;
2. The Contractor demonstrates that the completion of the Work will be actually and necessarily delayed;

3. The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay.

A delay meeting all the conditions of the above, will be deemed an Excusable Delay.

The Town reserves the right to rescind or shorten any extension previously granted if subsequently, the 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 3.43, 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 C9.03 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 3.3 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 Article C9.04. 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 C13, 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**

*a. Event of Default*

An event of default means a breach of the Contract by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, includes but is not limited to, the following:

1. The Contractor has not performed the Work in a timely manner;
2. The Contractor has refused or failed to supply properly skilled staff or provided sufficient quantities of staff to perform the Work;
3. The Contractor has failed to make prompt payment to Subcontractors or suppliers for any services, materials, or supplies provided to Contractor;
4. The Contractor has become insolvent or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
5. The Contractor has failed to obtain the approval of the Town where required by the Contract Documents;
6. The Contractor has failed in the representation of any warranties stated herein;
7. When, in the opinion of the Town, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work.

*b. Notice of Default-Opportunity to Cure*

Where an Event of Default ("Default") occurs under the Contract, the Town may at its sole discretion notify the Contractor, specifying the basis for such Default, and advising the Contractor that such Default must be cured within a time frame specified by the Town; or, the Contract with the Town may be terminated. The Town is under no obligation to issue such notification. The Town may grant an extension to the cure period if the Town deems it appropriate and in the best interest of the Town, without waiver of any of the Town's rights hereunder. The Town, at its sole discretion, may have a default corrected by its own forces or another contractor and any such costs incurred will be deducted from any sums due the Contractor under any contract with the Town.

The Town Manager or designee may also suspend any payment or part thereof or order a Work stoppage until such time as the issue(s) concerning compliance are resolved.

*c. Termination for Default*

Where a Default is not cured within the time specified to cure the Default, the Town Manager in addition to all remedies available by law, may immediately, upon written notice to Contractor, terminate this Contract. Contractor understands and agrees that termination of this Contract under this Article will not release Contractor from any obligation accruing prior to the effective date of termination.

In the event of termination by the Town Manager or designee, the Town Manager or designee may immediately take possession of all applicable documentation and data, material, equipment, and supplies to which it is entitled to under the Contract or by law.

Where the Town erroneously terminates the Contract for default, the terminations will be converted to a Termination for Convenience, and the Contractor will have no further recourse of any nature for wrongful termination.

**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. 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. 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.

#### **C12. 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. 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.

#### **C14. 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 one (1) year after the date of Substantial Completion or such longer period of time as may be prescribed by the terms of any applicable special 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.

#### **C15. 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.

#### **END OF SECTION**

## **SECTION D. SPECIAL TERMS AND CONDITIONS**

### **D1. SCOPE OF WORK**

The Contractor must furnish all labor, materials, equipment, and supervision required for the reconfiguration of the dedicated southbound right turn lane into a right-turn/left-turn lane on the southbound approach on NW 82nd Ave to allow safe left turn movements at the intersection of NW 82nd Ave and Oak Lane. The Work includes, but is not limited to, asphalt milling and resurfacing, signing and pavement markings, construction of new sidewalk and ramps with detectable warnings, construction of curb and gutter, reconstruction of concrete nose median, sodding, and related restoration work.

### **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 thirty (30) Days of the Notice to Proceed being issued by the Town. Contractor must obtain Final Completion within ten (10) 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. The Town may, at its sole discretion, make changes to the FDOT specification and the Contractor will be advised of any such changes.

### **D4. LIQUIDATED DAMAGES**

The Town may establish liquidated damages on the Notice to Proceed.

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 Documents, the Contractor must pay to the Town for each and every calendar day of unexcused delay, the sum of five hundred (\$500.00) dollars, which is hereby agreed upon not as a penalty but as liquidated damages. 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. 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.

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.

## **D6. 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.

## **D7. 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 the Project Manager finds 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.

#### **D8. E-VERIFY**

Contractor shall 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 shall expressly require any subcontractors performing Work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Subconsultant.

**END OF SECTION**

## **SECTION E. BID FORM**

## **SECTION F. QUESTIONNAIRE**

## **SECTION G. REQUIRED ATTACHMENTS**



## **SECTION H. CONTRACT EXECUTION AND BOND FORMS**

## CONTRACT EXECUTION FORM

This Contract 2018-04 made this \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_ in the amount not to exceed Seventy Two Thousand Dollars (\$72,000.00) by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and Metro Express, Inc.

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 Inganzo, Town Clerk

By: \_\_\_\_\_  
Alex Rey, Town Manager

By: \_\_\_\_\_  
Town Attorney

Signed, sealed and witnessed in the  
presence of:

As to the Contractor:

Metro Express, Inc.

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. **2018-04**, 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 Work on the **NW 82<sup>nd</sup> Ave & Oak Lane Reconfiguration Project**, 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\_\_\_\_\_.

WITNESSES:

\_\_\_\_\_  
Secretary

(CORPORATE SEAL)

IN THE PRESENCE OF:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CONTRACTOR:

\_\_\_\_\_  
(Name of Corporation)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name and Title)

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. 2018-04**, for the **NW82 Ave & Oak Lane Reconfiguration Project**, 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.: \_\_\_\_\_

## **EXHIBIT A – NW 82<sup>ND</sup> AVENUE & OAK LANE IMPROVEMENTS PLANS**





## **Town of Miami Lakes Memorandum**

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**To:** Honorable Mayor and Councilmembers  
**From:** Alex Rey, Town Manager & Raul Gastesi, Town Attorney  
**Subject:** Transfer of Special Taxing Districts  
**Date:** 12/5/2017

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### **Recommendation:**

Per County Code, to move forward with this initiative, the Town Council is required to pass a joint resolution for each of these districts. These joint resolutions should be similar in form, and accept and ratify the County's resolution.

### **Background:**

Attached are the copies of all the executed resolutions pertaining with the transfer of all the districts to the Town.

### **ATTACHMENTS:**

Description

Loch Lomand Joint Resolution  
Miami Lakes- Loch Lomand Executed Agreement  
Miami Lakes Loch Lomand Calling for Special Election  
Royal Oaks East Joint Resolution  
Royal Oaks East Executed Agreement  
Royal Oaks East Calling for Special Election  
Lake Hilda Joint Resolution  
Lake Hilda Executed Agreement  
Lake Hilda Calling for Special Election  
Royal Oaks Section I Joint Resolution  
Royal Oaks Section I Executed Agreement  
Royal Oaks Section I Calling for Special Election  
Lake Patricia Joint Resolution  
Lake Patricia Executed Agreement  
Lake Patricia Calling for Special Election

**Miami Lakes Section One Joint Resolution**

**Miami Lakes Section One Security Guard Executed Agreement**

**Miami Lakes Section One Security Guard Calling for Special Election**

**RESOLUTION NO. 2017 \_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL THE TOWN OF MIAMI LAKES RATIFYING AND ACCEPTING RESOLUTIONS PASSED BY MIAMI-DADE COUNTY APPROVING EXECUTION OF INTERLOCAL AGREEMENTS AND CALLING FOR A SPECIAL ELECTION NECESSARY FOR THE TRANSFER OF CONTROL, FROM MIAMI-DADE COUNTY TO THE TOWN OF MIAMI LAKES, OF THE MIAMI LAKES-LOCH LOMOND SECURITY GUARD SPECIAL TAXING DISTRICT LOCATED ENTIRELY WITHIN THE CITY; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO TAKE NECESSARY MEASURES TO IMPLEMENT THE RESOLUTION; PROVIDING FOR INSTRUCTIONS TO THE TOWN CLERK; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Miami Lakes (“Town”) and Miami-Dade County (“County”) approved the creation of Miami Lakes -Loch Lomond Security Guard Special Taxing District (“Loch Lomond District”) in County Ordinance 82-2; and

**WHEREAS**, Loch Lomond District is located entirely within the Town, and section 18-3.1 of the Code of Miami-Dade County provides that for special taxing districts located entirely within municipal boundaries the County may designate the governing body of the municipality as the governing body of the special taxing district, subject to a majority vote of the qualified electors of the respective districts; and

**WHEREAS**, the Town Council via Resolution No. 17-1485 (Exhibit “A”), requested the transfer of control of Loch Lomond District from Miami-Dade County to the Town of Miami Lakes and approved the execution of interlocal agreement; and

**WHEREAS**, the next step in the process to transfer control to the Town is calling for a special election; and

**WHEREAS**, on November 7, 2017, the County by Resolution No. R - 1031 – 17 (Exhibit “B”), the County approved the interlocal agreement and the transfer of the Loch Lomond District, subject to the Town passing a joint resolution; and

**WHEREAS**, the County called, by Resolution No. R-1032-17 special election for the Loch Lomond District, providing that the special election shall be held within the boundaries of the respective special taxing district, the ballot question to be presented for approval or disapproval by a mailed ballot, the noticing requirements, registration deadline, and the special elections shall be held on January 23, 2018, and all marked ballots must be received by 7:00pm on that day (Exhibit “C”); and

**WHEREAS**, the Town Council finds it to be in the best interests of the Town to approve this joint resolution and hereby ratify and accept County Resolution No. R- 1031 – 17 approving the interlocal agreement, and County Resolutions No. R-1032 - 17, calling for a special election in the Loch Lomond District to seek their approval or disapproval for a resolution designating the Town as the governing body of the respective special taxing districts pursuant to section 18-3.1 of the Code of Miami-Dade County (Exhibit “C”).

**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. Incorporation and Ratifying the County Resolution.** The Town Council hereby approves this joint resolution, ratify and incorporates County Resolution No. R- 1031 -17 (approving the transfer and the interlocal agreements) and County Resolution R – 1032 - 17, calling for a special election in the Loch Lomond district to seek approval or disapproval for a resolution designating the Town as the governing body of the respective special taxing districts pursuant to section 18-3.1 of the Code of Miami-Dade County.

**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 this Joint Resolution.

**Section 4. Instructions to the Town Clerk.** The Town Council hereby direct the Town Clerk to transmit a copy of this Resolution to Mayor Carlos A. Gimenez, and members of the Miami-Dade County Board of County Commissioners.



**Section 5. Effective Date.** This Resolution shall take effect immediately upon adoption.

The foregoing resolution was offered by Councilmember \_\_\_\_\_  
who moved for adoption. 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 this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Manny Cid  
Mayor

Attest:

\_\_\_\_\_  
Gina M. Inguanzo  
Town Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Raul Gastesi, Jr.  
Gastesi & Associates, P.A.  
Town Attorney

**RESOLUTION NO. 2017 \_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL THE TOWN OF MIAMI LAKES RATIFYING AND ACCEPTING RESOLUTIONS PASSED BY MIAMI-DADE COUNTY APPROVING EXECUTION OF INTERLOCAL AGREEMENT AND CALLING FOR A SPECIAL ELECTION NECESSARY FOR THE TRANSFER OF CONTROL, FROM MIAMI-DADE COUNTY TO THE TOWN OF MIAMI LAKES, OF THE ROYAL OAKS EAST SECURITY GUARD SPECIAL TAXING DISTRICT LOCATED ENTIRELY WITHIN THE CITY; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO TAKE NECESSARY MEASURES TO IMPLEMENT THE RESOLUTION; PROVIDING FOR INSTRUCTIONS TO THE TOWN CLERK; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Miami Lakes (“Town”) and Miami-Dade County (“County”) approved the creation of Royal Oaks East Security Guard Special Taxing District (“Royal Oaks District”) in County Ordinance 82-2; and

**WHEREAS**, Royal Oaks District is located entirely within the Town, and section 18-3.1 of the Code of Miami-Dade County provides that for special taxing districts located entirely within municipal boundaries the County may designate the governing body of the municipality as the governing body of the special taxing district, subject to a majority vote of the qualified electors of the respective districts; and

**WHEREAS**, the Town Council via Resolution No. 17-1485 (Exhibit “A”), requested the transfer of control of Royal Oaks District from Miami-Dade County to the Town of Miami Lakes and approved the execution of interlocal agreement; and

**WHEREAS**, the next step in the process to transfer control to the Town is calling for a special election; and

**WHEREAS**, on November 7, 2017, the County by Resolution No. R – 1039 -17 (Exhibit “B”), the County approved the interlocal agreement and the transfer of the Royal Oaks District, subject to the Town passing a joint resolution; and

**WHEREAS**, the County called, by Resolution No. R-1040-17 special election for the Royal Oaks District, providing that the special election shall be held within the boundaries of the respective special taxing district, the ballot questions to be presented for approval or disapproval by a mailed ballot, the noticing requirement, registration deadline, and the special election shall be held on January 23, 2018, and all marked ballots must be received by 7:00pm on that day (Exhibit “C”); and

**WHEREAS**, the Town Council finds it to be in the best interests of the Town to approve this joint resolution and hereby ratify and accept County Resolution No. R- 1039 – 17 approving the interlocal agreement, and County Resolution No. R-1040 - 17, calling for a special election in the Royal Oaks District to seek their approval or disapproval for a resolution designating the City as the governing body of the respective special taxing districts pursuant to section 18-3.1 of the Code of Miami-Dade County (Exhibit “C”).

**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. Incorporation and Ratifying the County Resolution.** The Town Council hereby approves this joint resolution, ratify and incorporates County Resolution No. R- 1039 -17 (approving the transfer and the interlocal agreements) and County Resolution R – 1040 - 17, calling for a special election in the Royal Oaks District to seek approval or disapproval for a resolution designating the Town as the governing body of the respective special taxing districts pursuant to section 18-3.1 of the Code of Miami-Dade County.

**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 this Joint Resolution.

**Section 4. Instructions to the Town Clerk.** The Town Council hereby direct the Town Clerk to transmit a copy of this Resolution to Mayor Carlos A. Gimenez, and members of the Miami-Dade County Board of County Commissioners.

**Section 5. Effective Date.** This Resolution shall take effect immediately upon adoption.



The foregoing resolution was offered by Councilmember \_\_\_\_\_ who moved for adoption. 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 this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Manny Cid  
Mayor

Attest:

\_\_\_\_\_  
Gina M. Inganzo  
Town Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Raul Gastesi, Jr.  
Gastesi & Associates, P.A.  
Town Attorney

**RESOLUTION NO. 2017 \_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL THE TOWN OF MIAMI LAKES RATIFYING AND ACCEPTING RESOLUTIONS PASSED BY MIAMI-DADE COUNTY APPROVING EXECUTION OF INTERLOCAL AGREEMENTS AND CALLING FOR A SPECIAL ELECTION NECESSARY FOR THE TRANSFER OF CONTROL, FROM MIAMI-DADE COUNTY TO THE TOWN OF MIAMI LAKES, OF THE LAKE HILDA MULTIPURPOSE MAINTENANCE SPECIAL TAXING DISTRICT LOCATED ENTIRELY WITHIN THE CITY; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO TAKE NECESSARY MEASURES TO IMPLEMENT THE RESOLUTION; PROVIDING FOR INSTRUCTIONS TO THE TOWN CLERK; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Miami Lakes (“Town”) and Miami-Dade County (“County”) approved the creation of Lake Hilda Multipurpose Maintenance Special Taxing District (“Lake Hilda District”) in County Ordinance 82-2; and

**WHEREAS**, Lake Hilda District is located entirely within the Town, and section 18-3.1 of the Code of Miami-Dade County provides that for special taxing districts located entirely within municipal boundaries the County may designate the governing body of the municipality as the governing body of the special taxing district, subject to a majority vote of the qualified electors of the respective districts; and

**WHEREAS**, the Town Council via Resolution No. 17-1485 (Exhibit “A”), requested the transfer of control of Lake Hilda District from Miami-Dade County to the Town of Miami Lakes and approved the execution of interlocal agreement; and

**WHEREAS**, the next step in the process to transfer control to the Town is calling for a special election; and

**WHEREAS**, on November 7, 2017, the County by Resolution No. R - 1037 – 17 (Exhibit “B”), the County approved the interlocal agreement and the transfer of the Lake Hilda District, subject to the Town passing a joint resolution; and

**WHEREAS**, the County called, by Resolution No. R-1038-17 special election for the Lake Hilda District, providing that the special election shall be held within the boundaries of the respective special taxing district, the ballot question to be presented for approval or disapproval by a mailed ballot, the noticing requirements, registration deadline, and the special election shall be held on January 23, 2018, and all marked ballots must be received by 7:00pm on that day (Exhibit “C”); and

**WHEREAS**, the Town Council finds it to be in the best interest of the Town to approve this joint resolution and hereby ratify and accept County Resolution No. R- 1037 – 17 approving the interlocal agreement, and County Resolution No. R-1038 - 17, calling for a special election in the Lake Hilda District to seek their approval or disapproval for a resolution designating the Town as the governing body of the respective special taxing districts pursuant to section 18-3.1 of the Code of Miami-Dade County (Exhibit “C”).

**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. Incorporation and Ratifying the County Resolution.** The Town Council hereby approves this joint resolution, ratify and incorporates County Resolution No. R- 1037 -17 (approving the transfer and the interlocal agreements) and County Resolution R – 1038 - 17, calling for a special election in the Lake Hilda district to seek approval or disapproval for a resolution designating the Town as the governing body of the respective special taxing districts pursuant to section 18-3.1 of the Code of Miami-Dade County.

**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 this Joint Resolution.

**Section 4. Instructions to the Town Clerk.** The Town Council hereby direct the Town Clerk to transmit a copy of this Resolution to Mayor Carlos A. Gimenez, and members of the Miami-Dade County Board of County Commissioners.

**Section 5. Effective Date.** This Resolution shall take effect immediately upon adoption.

**THIS SPACE INTENTIONALLY LEFT BLANK**



The foregoing resolution was offered by Councilmember \_\_\_\_\_ who moved for adoption. 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 this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Manny Cid  
Mayor

Attest:

\_\_\_\_\_  
Gina M. Inguanzo  
Town Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Raul Gastesi, Jr.  
Gastesi & Associates, P.A.  
Town Attorney

**RESOLUTION NO. 2017 \_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL THE TOWN OF MIAMI LAKES RATIFYING AND ACCEPTING RESOLUTIONS PASSED BY MIAMI-DADE COUNTY APPROVING EXECUTION OF INTERLOCAL AGREEMENT AND CALLING FOR A SPECIAL ELECTION NECESSARY FOR THE TRANSFER OF CONTROL, FROM MIAMI-DADE COUNTY TO THE TOWN OF MIAMI LAKES, OF THE ROYAL OAKS SECTION I SECURITY GUARD SPECIAL TAXING DISTRICT LOCATED ENTIRELY WITHIN THE CITY; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO TAKE NECESSARY MEASURES TO IMPLEMENT THE RESOLUTION; PROVIDING FOR INSTRUCTIONS TO THE TOWN CLERK; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Miami Lakes (“Town”) and Miami-Dade County (“County”) approved the creation of Royal Oaks Section I Security Guard Special Taxing District (“Royal Oaks District”) in County Ordinance 82-2; and

**WHEREAS**, Royal Oaks District is located entirely within the Town, and section 18-3.1 of the Code of Miami-Dade County provides that for special taxing districts located entirely within municipal boundaries the County may designate the governing body of the municipality as the governing body of the special taxing district, subject to a majority vote of the qualified electors of the respective districts; and

**WHEREAS**, the Town Council via Resolution No. 17-1485 (Exhibit “A”), requested the transfer of control of Royal Oaks District from Miami-Dade County to the Town of Miami Lakes and approved the execution of interlocal agreement; and

**WHEREAS**, the next step in the process to transfer control to the Town is calling for a special election; and

**WHEREAS**, on November 7, 2017, the County by Resolution No. R – 1035 -17 (Exhibit “B”), the County approved the interlocal agreement and the transfer of the Royal Oaks District, subject to the Town passing a joint resolution; and

**WHEREAS**, the County called, by Resolution No. R-1036-17 special election for the Royal Oaks District, providing that the special election shall be held within the boundaries of the respective special taxing district, the ballot questions to be presented for approval or disapproval by a mailed ballot, the noticing requirement, registration deadline, and the special election shall be held on January 23, 2018, and all marked ballots must be received by 7:00pm on that day (Exhibit “C”); and

**WHEREAS**, the Town Council finds it to be in the best interests of the Town to approve this joint resolution and hereby ratify and accept County Resolution No. R- 1035 – 17 approving the interlocal agreement, and County Resolution No. R-1036 - 17, calling for a special election in the Royal Oaks District to seek their approval or disapproval for a resolution designating the City as the governing body of the respective special taxing districts pursuant to section 18-3.1 of the Code of Miami-Dade County (Exhibit “C”).

**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. Incorporation and Ratifying the County Resolution.** The Town Council hereby approves this joint resolution, ratify and incorporates County Resolution No. R- 1035 -17 (approving the transfer and the interlocal agreements) and County Resolution R – 1036 - 17, calling for a special election in the Royal Oaks District to seek approval or disapproval for a resolution designating the Town as the governing body of the respective special taxing districts pursuant to section 18-3.1 of the Code of Miami-Dade County.

**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 this Joint Resolution.

**Section 4. Instructions to the Town Clerk.** The Town Council hereby direct the Town Clerk to transmit a copy of this Resolution to Mayor Carlos A. Gimenez, and members of the Miami-Dade County Board of County Commissioners.

**Section 5. Effective Date.** This Resolution shall take effect immediately upon adoption.

The foregoing resolution was offered by Councilmember \_\_\_\_\_ who moved for adoption. 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 this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Manny Cid  
Mayor

Attest:

\_\_\_\_\_  
Gina M. Inguanzo  
Town Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Raul Gastesi, Jr.  
Gastesi & Associates, P.A.  
Town Attorney



**RESOLUTION NO. 2017 \_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL THE TOWN OF MIAMI LAKES RATIFYING AND ACCEPTING RESOLUTIONS PASSED BY MIAMI-DADE COUNTY APPROVING EXECUTION OF INTERLOCAL AGREEMENTS AND CALLING FOR A SPECIAL ELECTION NECESSARY FOR THE TRANSFER OF CONTROL, FROM MIAMI-DADE COUNTY TO THE TOWN OF MIAMI LAKES, OF THE LAKE PATRICIA MULTIPURPOSE MAINTENANCE SPECIAL TAXING DISTRICT LOCATED ENTIRELY WITHIN THE CITY; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO TAKE NECESSARY MEASURES TO IMPLEMENT THE RESOLUTION; PROVIDING FOR INSTRUCTIONS TO THE TOWN CLERK; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Miami Lakes (“Town”) and Miami-Dade County (“County”) approved the creation of Lake Patricia Multipurpose Maintenance Special Taxing District (“Lake Patricia District”) in County Ordinance 82-2; and

**WHEREAS**, Lake Patricia District is located entirely within the Town, and section 18-3.1 of the Code of Miami-Dade County provides that for special taxing districts located entirely within municipal boundaries the County may designate the governing body of the municipality as the governing body of the special taxing district, subject to a majority vote of the qualified electors of the respective district; and

**WHEREAS**, the Town Council via Resolution No. 17-1485 (Exhibit “A”), requested the transfer of control of Lake Patricia District from Miami-Dade County to the Town of Miami Lakes and approved the execution of interlocal agreement; and

**WHEREAS**, the next step in the process to transfer control to the Town is calling for a special election; and

**WHEREAS**, on November 7, 2017, the County by Resolution No. R – 1033 -17 (Exhibit “B”), the County approved the interlocal agreement and the transfer of the Lake Patricia District, subject to the Town passing a joint resolution; and

**WHEREAS**, the County called, by Resolution No. R-1034 - 17 special election for the Lake Patricia District, providing that the special election shall be held within the boundaries of the respective special taxing district, the ballot question to be presented for approval or disapproval by a mailed ballot, the noticing requirement, registration deadline, and the special election shall be held on January 23, 2018, and all marked ballots must be received by 7:00pm on that day (Exhibit “C”); and

**WHEREAS**, the Town Council finds it to be in the best interests of the Town to approve this joint resolution and hereby ratify and accept County Resolution No. R- 1033 – 17 approving the interlocal agreement, and County Resolution No. R-1034 - 17, calling for a special election in the Lake Patricia District to seek their approval or disapproval for a resolution designating the Town as the governing body of the respective special taxing districts pursuant to section 18-3.1 of the Code of Miami-Dade County (Exhibit “C”).

**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. Incorporation and Ratifying the County Resolution.** The Town Council hereby approves this joint resolution, ratify and incorporates County Resolution No. R- 1033 -17 (approving the transfer and the interlocal agreements) and County Resolution R – 1034 - 17, calling for a special election in the Lake Patricia District to seek approval or disapproval for a resolution designating the Town as the governing body of the respective special taxing districts pursuant to section 18-3.1 of the Code of Miami-Dade County.

**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 this Joint Resolution.

**Section 4. Instructions to the Town Clerk.** The Town Council hereby direct the Town Clerk to transmit a copy of this Resolution to Mayor Carlos A. Gimenez, and members of the Miami-Dade County Board of County Commissioners.

**Section 5. Effective Date.** This Resolution shall take effect immediately upon adoption.

The foregoing resolution was offered by Councilmember \_\_\_\_\_ who moved for adoption. 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 this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Manny Cid  
Mayor

Attest:

\_\_\_\_\_  
Gina M. Inguanzo  
Town Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Raul Gastesi, Jr.  
Gastesi & Associates, P.A.  
Town Attorney

**RESOLUTION NO. 2017 \_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL THE TOWN OF MIAMI LAKES RATIFYING AND ACCEPTING RESOLUTIONS PASSED BY MIAMI-DADE COUNTY APPROVING EXECUTION OF INTERLOCAL AGREEMENTS AND CALLING FOR A SPECIAL ELECTION NECESSARY FOR THE TRANSFER OF CONTROL, FROM MIAMI-DADE COUNTY TO THE TOWN OF MIAMI LAKES, OF THE MIAMI LAKES SECTION ONE SECURITY GUARD SPECIAL TAXING DISTRICT LOCATED ENTIRELY WITHIN THE CITY; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO TAKE NECESSARY MEASURES TO IMPLEMENT THE RESOLUTION; PROVIDING INSTRUCTION TO THE TOWN CLERK; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Miami Lakes (“Town”) and Miami-Dade County (“County”) approved the creation of Miami Lakes Section One Security Guard Special Taxing District (“Miami Lakes District”) in County Ordinance 82-2; and

**WHEREAS**, Miami Lakes District is located entirely within the Town, and section 18-3.1 of the Code of Miami-Dade County provides that for special taxing districts located entirely within municipal boundaries the County may designate the governing body of the municipality as the governing body of the special taxing district, subject to a majority vote of the qualified electors of the respective districts; and

**WHEREAS**, the Town Council via Resolution No. 17-1485 (Exhibit “A”), requested the transfer of control of Miami Lakes District from Miami-Dade County to the Town of Miami Lakes and approved the execution of interlocal agreements; and

**WHEREAS**, the next step in the process to transfer control to the Town is calling for a special election; and

**WHEREAS**, on November 7, 2017, the County by Resolution No. R – 1029 -17 (Exhibit “B”), the County approved the interlocal agreement and the transfer of the Miami Lakes District, subject to the Town passing a joint resolution; and



**WHEREAS**, the County called, by Resolution No. R-1030 - 17 special elections for the Miami Lakes District, providing that the special elections shall be held within the boundaries of the respective special taxing district, the ballot question to be presented for approval or disapproval by a mailed ballot, the noticing requirements, registration deadline, and the special elections shall be held on January 23, 2018, and all marked ballots must be received by 7:00pm on that day (Exhibit “C”); and

**WHEREAS**, the Town Council finds it to be in the best interests of the Town to approve this joint resolution and hereby ratify and accept County Resolution No. R- 1029 – 17 approving the interlocal agreement, and County Resolutions No. R-1030 - 17, calling for a special election in the Miami Lakes District to seek their approval or disapproval for a resolution designating the Town as the governing body of the respective special taxing districts pursuant to section 18-3.1 of the Code of Miami-Dade County (Exhibit “C”).

**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. Incorporation and Ratifying the County Resolution.** The Town Council hereby approves this joint resolution, ratify and incorporates County Resolution No. R- 1029 -17 (approving the transfer and the interlocal agreements) and County Resolution R – 1030 - 17, calling for a special election in the Miami Lakes District to seek approval or disapproval for a resolution designating the Town as the governing body of the respective special taxing districts pursuant to section 18-3.1 of the Code of Miami-Dade County.

**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 this Joint Resolution.

**Section 4. Instructions to the Town Clerk.** The Town Council hereby direct the Town Clerk to transmit a copy of this Resolution to Mayor Carlos A. Gimenez, and members of the Miami-Dade County Board of County Commissioners.

**Section 5. Effective Date.** This Resolution shall take effect immediately upon adoption.

The foregoing resolution was offered by Councilmember \_\_\_\_\_ who moved for adoption. 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 this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Manny Cid  
Mayor

Attest:

\_\_\_\_\_  
Gina M. Inguanzo  
Town Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Raul Gastesi, Jr.  
Gastesi & Associates, P.A.  
Town Attorney



## **Town of Miami Lakes Memorandum**

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**To:** Honorable Mayor & Councilmembers  
**From:** Alex Rey, Town Manager  
**Subject:** Mayoral Compensation  
**Date:** 12/5/2017

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### **Recommendation:**

It is recommended that the Town Council approves a modification to the Ordinance establishing the Mayor's compensation to allow the salary to grow annually commensurate with the Consumer Price Index for Miami-Fort Lauderdale, which is used to adjust our Councilmember's reimbursements annually. This year we used the August 2017 published index of 2.3% since it's the closest to our fiscal year ended September 30th, 2017. Therefore, based on the Mayor's annual salary of \$18,000, the increase for the current year will be \$414.00 and thereby increasing the total compensation for FY 2018 to \$18,414.00. The increase for the current year will be approximately \$1.13 per day.

### **Background:**

Section 2.6 (b) of the Town Charter establishes that the Council by ordinance established a salary for the Mayor. In June 2001, the Council adopted an ordinance (ord. 2001-06) establishing the compensation for the Mayor at \$18,000 per year, however the ordinance did not provide for a mechanism for the salary to be adjusted for the cost of living.

At the November 2017 Council meeting, we discussed adjusting the salary for the Mayor and direction was provided to bring an amendment to the ordinance that will allow for the salary to be increase annually by the Consumer Price Index. It is recommended that the Town Council approves a modification to the Ordinance establishing the Mayor's compensation to allow the salary to grow annually commensurate with the Consumer Price Index from this point forward.

### **ATTACHMENTS:**

Description

Ordinance

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE OF THE TOWN OF MIAMI LAKES,  
FLORIDA, AMENDING SECTION 2.52 OF THE CODE  
TITLED SALARY AND BENEFITS OF MAYOR;  
PROVIDING FOR SEVERABILITY; AND PROVIDING  
FOR AN EFFECTIVE DATE.**

**WHEREAS**, in accordance with Section 2.6 of the Town Charter the Town Council of the Town of Miami Lakes (“Town”) may establish a salary for the Town Mayor; and

**WHEREAS**, in June 2001, the Town Council adopted Ordinance 2001-06 establishing a salary for the Town Mayor at \$18,000.00 per year; and

**WHEREAS**, said Ordinance failed to provide a mechanism to allow for annual adjustments; and

**WHEREAS**, during the November 2017 Town Council Meeting, the Town Council approved an amendment to the 2001-06 Ordinance allowing the Mayor’s salary to grow annually commensurate with the Consumer Price Index; and

**WHEREAS**, the Town Council believes it is in the best interest of the Town to adopt a modification to Ordinance 2001-06.

**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.

**FIRST READING**

The foregoing ordinance was offered by Councilmember \_\_\_\_\_ who moved its adoption on first reading. The motion was seconded by Councilmember \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid \_\_\_\_\_

Vice Mayor Nelson Rodriguez \_\_\_\_\_

Councilmember Luis Collazo \_\_\_\_\_

Councilmember Tim Daubert \_\_\_\_\_

Councilmember Ceasar Mestre \_\_\_\_\_

Councilmember Frank Mingo \_\_\_\_\_

Councilmember Marilyn Ruano \_\_\_\_\_

Passed on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**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 \_\_\_\_\_, 2017.

\_\_\_\_\_  
Manny Cid  
Mayor

Attest:

\_\_\_\_\_  
Gina M. Inguanzo  
Town Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Raul Gastesi, Jr.  
Gastesi & Associates, P.A.  
Town Attorney

## **EXHIBIT “A”**

### **SECTION 2.52 Salary and Benefits of Mayor**

The Town Mayor shall receive the following:

1. The sum of \$18,000.00 annually payable bi-weekly. An annual increase, commensurate with the U.S. Department of Labor, Consumer Price Index for Miami Ft. Lauderdale will be made on an annual basis effective December 2017.
2. A monthly car allowance in the amount of \$600.00.
3. Individual medical insurance at no cost to the Mayor from the same health insurance plan available to Town employees.
4. The Mayor may purchase dependent medical insurance coverage at the Mayor's own expense from the health insurance plan available to Town employees.





## Town of Miami Lakes Memorandum

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**To:** Honorable Mayor & Councilmembers  
**From:** Raul Gastesi, Town Attorney  
**Subject:** Special Election  
**Date:** 12/5/2017

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### **Recommendation:**

It is recommended that the Town Council approve and amendment to Section 10-21 of the Town of Miami Lakes Code in order to provide uniformity in our Code and provide sufficient notice.

### **Background:**

Section 10-21, of the Town of Miami Lake Code of Ordinances provides that when a vacancy on the Town Council is to be filled by a special election, the qualifying period shall commence on the **first** Monday after the Town Council schedules the special election.

Section 100.141 of the Florida Statutes provides that Notice of the Special Election to fill any vacancy in office shall be published two times, at least **10 days prior to** the first day set for qualifying for office.

Evidently, the public policy behind section 100.141 is to ensure that sufficient notice is provided to potential candidates of the scheduling of a Special Election and Qualifying Periods. It would seem that our current Code does not provide sufficient notice and contrary to Florida Law. In order to provide uniformity within our code and compliance with Florida Law, the amended ordinance will set qualifying dates for Special Election to coincide with qualifying dates for General Elections as set forth in Section 10-20 of the Town's Code. Namely, qualifying for a Special Election will occur on the last Monday of July and run for seven business days. If, however, the time between the scheduling of a Special Election and Qualifying Period is less than 10 days, qualifying shall begin the following Monday after the expiration of a 10 day period following the scheduling of a Special Election. Also, the amended ordinance provides for flexibility in the event that Miami-Dade County Department of Elections is unwilling or unable to schedule an election in light of our qualifying dates. Finally, in all instances, the Town will publish a notice of special election twice in a news paper of general circulation.

### **ATTACHMENTS:**

Description  
Ordinance

**ORDINANCE NO. 17 - \_\_\_\_\_**

**AN ORDINANCE OF THE TOWN OF MIAMI LAKES FLORIDA,  
RELATING TO ELECTIONS; AMENDING SECTION 10-21 OF THE  
CODE OF THE TOWN OF MIAMI LAKES TO PROVIDE NEW  
QUALIFYING DATES FOR TOWN ELECTIONS; PROVIDING FOR  
INCORPORATION OF RECITALS; PROVIDING FOR  
SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR  
INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE  
DATE**

**WHEREAS**, the Town of Miami Lakes Town Charter, Section 2.4, Qualifications, provides that qualifying dates shall be established in such manner as may be prescribed by Ordinance; and

**WHEREAS**, Florida Statute §101.141(3) requires that special notice in a newspaper of general circulation be published twice and at least ten (10) days prior to the first day of Qualifying; and

**WHEREAS**, Section 10-21 of the Code of Ordinances of the Town of Miami Lakes is seemingly in conflict with Florida Law by prescribing the qualification period for a special election to take place the subsequent Monday after a special election is scheduled by the Town Council;

**WHEREAS**, this Ordinance will amend Section 10-21 of the Code of Ordinances of the Town of Miami Lakes i so as to avoid any potential conflict with Florida Law and provide uniformity in the Code.

**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.

### FIRST READING

The foregoing ordinance was offered by Councilmember \_\_\_\_\_ who moved its adoption on first reading. The motion was seconded by Councilmember \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

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

Passed on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Additions to the text are shown in underlined; deletions from the text are shown in ~~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 \_\_\_\_\_, 2017.

\_\_\_\_\_  
Manny Cid  
Mayor

Attest:

\_\_\_\_\_  
Gina M. Inganzo  
Town Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Raul Gastesi, Jr.  
Gastesi & Associates, P.A.  
Town Attorney

Additions to the text are shown in underlined; deletions from the text are shown in ~~strikethrough~~.

Omitted portions of this ordinance are shown as “\* \* \*”.

## EXHIBIT “A”

### Section 10.21

#### SPECIAL ELECTIONS

- a. In circumstances in which a vacancy on the Town Council is to be filled by special election, all candidates who meet the criteria set forth in Section 2.4 of the Town Charter seeking election to the office of Mayor or Councilmember of the Town of Miami Lakes shall qualify ~~the qualifying period shall commence on the first Monday after the Town Council schedules a special election and shall consist of a period of five consecutive days commencing on a Monday at noon and terminating on a Friday at noon. Notwithstanding this provision, in the event that any of the qualifying dates for a special election falls on a legal holiday or day that Town Hall is otherwise closed for reasons out of the control of Town staff, the qualifying period shall be extended for one additional business day for each day of the qualifying period that Town Hall is closed. in the same manner set forth in Section 10-20 unless one of the following occurs:~~
  1. The time between the scheduling of the special election and the date prescribed in Section 10-20 is less than ten (10) consecutive days; or
  2. Miami-Dade County Department of Elections is unwilling or unable to adhere to the dates prescribed in Section 10-20
- b. If the time between the scheduling of the special election and the date prescribed in Section 10-20 is less than ten (10) consecutive days, then all candidates who meet the criteria set forth in Section 2.4 of the Town Charter seeking election to the office of Mayor or Councilmember of the Town of Miami Lakes shall qualify no sooner than noon of the first Monday, following the tenth (10<sup>th</sup>) consecutive day after the scheduling of the Special Election, and no later than noon on the seventh (7<sup>th</sup>) business day thereafter. In the event that Town Hall is closed for any reason on the last day of qualifying, the qualifying period shall be extended until noon of the next business day.
- c. In the event that the Miami-Dade County Elections Department expresses in writing its inability to schedule an election, the Town Council in its sole discretion may select an alternate qualifying period, so long as the period selected commences no sooner than ten (10) consecutive days after the scheduling of the Special Election.
- d. Prior to the commencement of the qualifying period, the Clerk shall publish at least twice, a notice of the Special Election, in a newspaper of general circulation.

Additions to the text are shown in underlined; deletions from the text are shown in ~~strikethrough~~.

Omitted portions of this ordinance are shown as “\* \* \*”.





## **Town of Miami Lakes Memorandum**

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**To:** Honorable Mayor and Councilmembers  
**From:** Raul Gastesi, Town Attorney  
**Subject:** First Amendment to Development Agreement among F71-1, LLC, F-69-1, LLC, Lennar Homes, LLC, and the Town of Miami Lakes  
**Date:** 12/5/2017

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**Recommendation:**

Please see Memo attached.

**Background:**

Please see Memo attached.

**ATTACHMENTS:**

Description

Memorandum

Resolution Approving the First Amendment to Development Agreement

Development Exhibit A: First Amendment to Development Agreement

Notice of Intent to Consider an Amendment to a Development Agreement -1st Published Public Hearing

Notice of Intent to Consider an Amendment to a Development Agreement -2nd Published Public Hearing



# WEISS SEROTA HELFMAN COLE & BIERMAN

AT THE CROSSROADS OF BUSINESS, GOVERNMENT & THE LAW

## MEMORANDUM

**TO:** Honorable Mayor and Town Council of the Town of Miami Lakes

**FROM:** Matthew Mandel, Esq., Matthew Ramenda, Esq., and Haydee Sera, Esq.

**DATE:** December 5, 2017

**RE:** Second Public Hearing to Consider a First Amendment to Development Agreement among F71-1, LLC, F69-1, LLC, Lennar Homes, LLC, and the Town of Miami Lakes as a result of the settlement of *F71-1, LLC and F69-1, LLC v. Town of Miami Lakes* (Case No.: 2016-015279-CA-01) (the “Breach of Contract Lawsuit”) and the following lawsuits (the “Public Records Lawsuits”):  
*F71-1, LLC v. Ceasar Mestre* (Case No.: 2017-006866-CA-01);  
*F71-1, LLC v. Manny Cid* (Case No.: 2017-006887-CA-01);  
*F71-1, LLC v. Tim Daubert* (Case No.: 2017-006885-CA-01);  
*F71-1, LLC v. Tony Lama* (Case No.: 2017-006891-CA-01);  
*F71-1, LLC v. Frank Mingo* (Case No.: 2017-006892-CA-01); and  
*F71-1, LLC v. Nelson Rodriguez* (Case No.: 2017-006900-CA-01)

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### Recommendation:

It is recommended that the Town of Miami Lakes (the “Town”) Council move to adopt a Resolution approving a First Amendment to Development Agreement among F71-1, LLC, F69-1, LLC, Lennar Homes, LLC, and the Town.

### Background:

On March 28, 2011, the Town Council adopted Resolution No. 11-883, which approved a Chapter 163, Florida Statutes, Development Agreement (the “Development Agreement”) concerning the future development of certain Property more particularly defined therein as “Parcel A,” “Parcel B,” and “Parcel C,” which Property is generally located at the northeast and northwest corners of NW 154<sup>th</sup> Street and NW 87<sup>th</sup> Avenue.

Pursuant to Sections 9 and 10 of the Development Agreement, the first developer (“First Developer”) of any of the three parcels identified in the Development Agreement is required to complete the following roadway infrastructure improvements (“Roadway Improvements”):

1. construction of an additional southbound left-turn lane at NW 82nd Avenue and

- NW 154th Street;
2. construction of an exclusive westbound right-turn lane at NW 82nd Avenue and NW 154th Street;
3. construction of an exclusive eastbound right-turn lane at NW 82nd Avenue and NW 154th Street;
4. construction of an additional eastbound through lane on NW 154th Street from NW 79th Court to NW 77th Court;
5. construction of an additional southbound left-turn lane at NW 154th Street and NW 79th Avenue; and,
6. construction of an exclusive northbound right-turn lane at NW 138th Street and NW 87th Avenue.
7. completion of construction of NW 154th Street to 60 feet west of NW 89th Avenue prior to issuance of the first building permit, and
8. completion of landscaping of NW 87th Avenue adjacent to its property (including medians).

Parcel A was acquired by Lennar Homes LLC (“Lennar”) who became the “First Developer” under the Development Agreement.

On June 7, 2016, the Town Council, pursuant to Resolution 15-1336 and Ordinance 16-192, adopted a Resolution confirming that Lennar could satisfy the Town’s transportation concurrency requirements for the residential development of the Property by paying the applicable mobility fee. Pursuant to Resolution 15-1336 and Ordinance 16-192, the First Developer and the Town have agreed to dispense with the required construction of Item Nos. 1 through 5 of the Roadway Improvements in exchange for the First Developer paying a mobility fee. Item No. 6 of the Roadway Improvements is not within the jurisdiction of the Town. Lennar has agreed to perform and is in the process of completing Item No. 7 of the Roadway Improvements and Miami-Dade County has agreed to perform and is in the process of completing Item No. 8 of the Roadway Improvements.

On June 23, 2016, F71-1, LLC and F69-1, LLC filed a lawsuit against the Town alleging breach of the Development Agreement. The lawsuit is pending in Miami-Dade Circuit Court as *F71-1, LLC and F69-1, LLC v. Town of Miami Lakes* (Case No.: 2016-015279-CA-01) (the “Breach of Contract Lawsuit”).

On March 22, 2017, F71-1, LLC filed six separate lawsuits against Town Councilmembers alleging violations of Chapter 119, Florida Statutes (Florida’s Public Records Act). The lawsuits are pending in Miami-Dade Circuit Court as follows: *F71-1, LLC v. Ceasar Mestre* (Case No.: 2017-006866-CA-01); *F71-1, LLC v. Manny Cid* (Case No.: 2017-006887-CA-01); *F71-1, LLC v. Tim Daubert* (Case No.: 2017-006885-CA-01); *F71-1, LLC v. Tony Lama* (Case No.: 2017-006891-CA-01); *F71-1, LLC v. Frank Mingo* (Case No.: 2017-006892-CA-01); and *F71-1, LLC v. Nelson Rodriguez* (Case No.: 2017-006900-CA-01) (collectively, the “Public Records Lawsuits”). F71-1, LLC later amended the Public Records Lawsuits to include the Town as a defendant.

Over the last several months, the Town, F71-1, LLC, and F69-1, LLC have been involved in settlement negotiations to resolve the Breach of Contract Lawsuit and the Public Records Lawsuits. At the July 25, 2017 Town Council meeting, the Town Council adopted Resolution No. 17-1467 approving and ratifying the terms and conditions of a settlement agreement in the Breach of

Contract Lawsuit and the Public Records Lawsuits. Although the Town Council approved the settlement agreement, it was not executed by the parties who felt further, substantive revisions should be made to the settlement agreement.

As such, between July 25, 2017 and October 18, 2017, the parties conducted further settlement negotiations and revised the settlement agreement. On October 18, 2017, the Town Council adopted Resolution No. 17-1488 approving the revised Settlement Agreement (the "Settlement").

The approved Settlement requires that the Development Agreement be modified to reflect the changes contemplated by the Settlement (i.e., to reflect and confirm the actions taken by the Town and/or the First Developer with respect to the Roadway Improvements as described in Resolution No. 16-1383 and the Settlement Agreement). The Parties have agreed to amend and/or modify the Development Agreement in accordance with Section 163.3225, Florida Statutes, which requires two public hearings and compliance with certain notice requirements, including publication in a newspaper of general circulation approximately 7 days before each public hearing. Pursuant to the Settlement, the amendments to the Development Agreement must take place within forty-five days of the execution of the Settlement.

As litigation counsel for the Town and the Councilmembers in the Breach of Contract and Public Records Lawsuits, and in furtherance of the Settlement, our Firm has drafted a First Amendment to the Development Agreement ("First Amendment"). In accordance with the Town's previous actions and the Settlement, the First Amendment only modifies Sections 9 and 10 of the Development Agreement. All other provisions of the Development Agreement remain the same.

The proposed First Amendment has been reviewed by the Town Attorney, Raul Gastesi, Jr., Esq., and the Town's Land Use Counsel, Nancy Stroud, Esq. In addition, the First Amendment has been circulated for review to counsel for the parties to the Agreement, to wit: Melissa Tapanes, Esq. of Bercow Radell Fernandez & Larkin as land use counsel for F71-1, LLC and F69-1, LLC, and Juan Mayol, Esq. of Holland & Knight as land use counsel for Lennar Homes, LLC.

On November 15, 2017, the Council held the first public hearing to consider the First Amendment and recommended approval of same. Pursuant to Section 163.3225, Florida Statutes, the Council is conducting a second public hearing to consider the First Amendment.

After the second hearing, if the Council adopts the Resolution approving the First Amendment, certain actions are to take place pursuant to the Settlement Agreement. These actions include: F71-1, LLC and F69-1, LLC dismissing with prejudice the Breach of Contract and Public Records Lawsuits. In addition, the Town will pay or cause F71-1, LLC and F69-1, LLC to be paid \$86,575.94 in full settlement of the Breach of Contract Lawsuit and the Public Records Lawsuits within five business days of the Final Public Hearing Approval (as defined in the Settlement Agreement).

We are available to answer the Council's questions regarding these matters.

**Attachments:**

1. Resolution
2. Resolution - Exhibit A: First Amendment to Development Agreement

**RESOLUTION NO. 17-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE  
TOWN OF MIAMI LAKES, FLORIDA APPROVING A  
FIRST AMENDMENT TO DEVELOPMENT AGREEMENT  
AMONG F71-1, LLC, F69-1, LLC, LENNAR HOMES, LLC,  
AND THE TOWN OF MIAMI LAKES; PROVIDING FOR  
INCORPORATION OF RECITALS; PROVIDING FOR  
AUTHORIZATION; PROVIDING FOR EXECUTION; AND  
PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, on March 28, 2011, the Town of Miami Lakes (the “Town”) Council adopted Resolution No. 11-883, which approved a Chapter 163, Florida Statutes, Development Agreement (the "Development Agreement") concerning the future development of certain Property more particularly defined therein as “Parcel A,” “Parcel B,” and “Parcel C;” and

**WHEREAS**, the parties to the original Development Agreement were F71-1, LLC, F69-1, LLC and the Town; and

**WHEREAS**, F71-1, LLC and F69-1, LLC are the legal and equitable owners of those certain parcels of land, located at the Northwest and Northeast corners of Northwest 87 Avenue and Northwest 154 Street within the boundaries of the Town and identified by Miami-Dade County Tax Folio No. 32-2016-000-0020 (“Parcel C” or “Dunnwoody Lake Commercial Area”) and 32-2015-001-0500 (“Parcel B” or “Dunnwoody Forest”), except for the portion of Parcel B comprised of approximately 5.19 acres that was conveyed by F69-1, LLC to the Town and accepted by the Town via Resolution No. 15-1337, as set forth in the deed recorded on March 30, 2016 in Miami-Dade County Official Records Book 30017, Page 3590; and

**WHEREAS**, on January 7, 2016, Lennar Homes, LLC (“Lennar”) acquired from F71-1, LLC and became the developer of that certain parcel of land, located at the Northwest corner of Northwest 87 Avenue and Northwest 154 Street within the boundaries of the Town, as identified by Miami-Dade County Tax Folio No. 32-2016-000-0040 and as identified in Miami-Dade County Official Records at Plat Book 172 Page 35 (“Parcel A” or “Dunnwoody Lake Residential Area”); and

**WHEREAS**, pursuant to Sections 9 and 10 of the Development Agreement, the first developer (“First Developer”) of any of the three parcels identified in the Development Agreement is required to complete certain roadway infrastructure improvements to achieve a transportation final concurrency determination (“Roadway Improvements”); and

**WHEREAS**, after approving the Development Agreement, on February 3, 2015, by Resolution No. 15-1281, the Town commissioned an Alternative to Concurrency Study to encourage multimodal concurrency mitigation to supplement more traditional on and off-site



transportation improvements (such as those contemplated in Section 9(b) of the Development Agreement), and determine methods to allow for the mitigation of transportation impacts of development that will more equitably fund multimodal mobility improvements rather than only automobile related improvements, as well as encourage better quality development and be more business friendly by providing for a simpler and less time-intensive approval process; and

**WHEREAS**, on November 3, 2015, the Town adopted Resolution No. 15-1336, which established that F71-1, LLC could satisfy the Town's transportation concurrency requirements for the development of the Dunnwoody Lake Residential Area by voluntarily selecting from a number of alternatives, including providing for alternative mitigation as set forth in the Alternative to Concurrency Study, if adopted by the Town Council; and

**WHEREAS**, on April 16, 2016, the Town Council adopted Ordinance No. 16-192 (the "Mobility Fee Ordinance"); and

**WHEREAS**, Section 13-2009(g) of the Mobility Fee Ordinance provides that, "a property owner with an existing transportation concurrency determination or determination of vested rights may voluntarily, subject to acceptance by the Town, choose to forego that previous determination and instead be subject to [the] Mobility Fee Ordinance;" and

**WHEREAS**, Lennar requested that the Town reaffirm the findings of Resolution No. 15-1336 by accepting its payment of the applicable mobility fee under the Mobility Fee Ordinance in lieu of the transportation concurrency determination made under the Development Agreement; and

**WHEREAS**, on June 7, 2016, the Town Council adopted Resolution No. 16-1383, confirming that Lennar could satisfy the Town's transportation concurrency requirements for the residential development of the Property by paying the applicable mobility fee under the Mobility Fee Ordinance; and

**WHEREAS**, a dispute has arisen between F71-1, LLC, F69-1, LLC, and the Town concerning F71-1, LLC and F69-1, LLC's remaining obligations regarding the Roadway Improvements, which dispute is pending in Miami-Dade Circuit Court and styled *F71-1, LLC and F69-1, LLC v. Town of Miami Lakes* (Case No.: 2016-015279-CA-01) (the "Breach of Contract Lawsuit"); and

**WHEREAS**, disputes have also arisen between F71-1, LLC, Town Councilmembers and the Town concerning alleged violations of Chapter 119, Florida Statutes (Florida's Public Records Act), which disputes are pending in Miami-Dade Circuit Court and are styled as follows (collectively, the "Public Records Lawsuits"): *F71-1, LLC v. Ceasar Mestre* (Case No.: 2017-006866-CA-01); *F71-1, LLC v. Manny Cid* (Case No.: 2017-006887-CA-01); *F71-1, LLC v. Tim Daubert* (Case No.: 2017-006885-CA-01); *F71-1, LLC v. Tony Lama* (Case No.: 2017-006891-CA-01); and

CA-01); *F71-1, LLC v. Frank Mingo* (Case No.: 2017-006892-CA-01); and *F71-1, LLC v. Nelson Rodriguez* (Case No.: 2017-006900-CA-01); and

**WHEREAS**, the Town, F71-1, LLC, and F69-1, LLC have agreed to settle the Breach of Contract Lawsuit and the Public Records Lawsuits; and

**WHEREAS**, on July 25, 2017, the Town Council adopted Resolution No. 17-1467 approving and ratifying the terms and conditions of a settlement agreement in the Breach of Contract Lawsuit and the Public Records Lawsuits; and

**WHEREAS**, subsequent to the adoption of Resolution No. 17-1467, the Town, F71-1, LLC, and F69-1, LLC engaged in further settlement discussions and agreed to revise their agreement, which, although approved by the Town Council, had not been executed by any of the parties; and

**WHEREAS**, on October 18, 2017, the Town Council adopted Resolution No. 17-1488 approving and ratifying the terms and conditions of a revised settlement agreement in the Breach of Contract Lawsuit and the Public Records Lawsuits (the “Settlement”); and

**WHEREAS**, the Settlement requires that the Development Agreement be modified to reflect the changes contemplated by the Settlement, which confirm the actions taken by the Town in Resolution No. 16-1383; and

**WHEREAS**, the Town Council has considered the First Amendment to the Development Agreement, attached hereto as Exhibit “A,” at two duly and properly noticed public hearings on November 15, 2017 and December 5, 2017, in compliance with Section 163.3225 of the Florida Local Government Development Agreement Act; and

**WHEREAS**, the Town Council finds that the First Amendment to the Development Agreement is consistent with the Town’s Comprehensive Plan and land development regulations; and

**WHEREAS**, the Town Council has determined that it is in the public interest to address the issues covered by the First Amendment to the Development Agreement in a comprehensive manner and at two public hearings, in compliance with all applicable laws, ordinances, plans, rules and regulations of the Town, while allowing the F71-1, LLC, F69-1, LLC, and Lennar to proceed in the development of the Property in accordance with existing laws and policies, subject to the terms of the First Amendment to the Development Agreement; and

**WHEREAS**, the Town Council finds that is in the best interest of the Town to approve the First Amendment to the Development Agreement.

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

**Section 1.**      **Recitals.** That the above-stated recitals are hereby adopted and confirmed.

**Section 2.**      **Approval.** The Town Council hereby approves of the First Amendment to the Development Agreement attached hereto as Exhibit “A,” together with such non-material changes as may be acceptable to the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

**Section 3.**      **Authorization.** The Town Manager, the Town Attorney, and litigation counsel at Weiss Serota Helfman Cole & Bierman, P.L. are authorized to take all actions necessary to implement the terms and conditions of the First Amendment to the Development Agreement.

**Section 4.**      **Execution.** The Mayor is authorized to execute the First Amendment to the Development Agreement on behalf of the Town in the form attached hereto as Exhibit “A.”

**Section 5.**      **Effective Date.** This Resolution shall take effect immediately upon adoption.

**[THIS SPACE INTENTIONALLY LEFT BLANK.]**

**PASSED AND ADOPTED** this \_\_\_\_\_ day of December, 2017.

The foregoing Resolution was moved for adoption by \_\_\_\_\_ and seconded by \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

Mayor Manny Cid \_\_\_\_\_

Vice Mayor Frank Mingo \_\_\_\_\_

Councilmember Luis Collazo \_\_\_\_\_

Councilmember Tim Daubert \_\_\_\_\_

Councilmember Ceasar Mestre \_\_\_\_\_

Councilmember Nelson Rodriguez \_\_\_\_\_

Councilmember Marilyn Ruano \_\_\_\_\_

\_\_\_\_\_  
Manny Cid  
MAYOR

Attest:

\_\_\_\_\_  
Gina Inguanzo  
TOWN CLERK

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Raul Gastesi, Jr.  
Gastesi & Associates, P.A.  
TOWN ATTORNEY

**EXHIBIT A**

**(First Amendment to Development Agreement)**



## **FIRST AMENDMENT TO DEVELOPMENT AGREEMENT**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (hereinafter, the “Amendment”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017 (“Execution Date”), by and among F71-1, LLC and F69-1, LLC (together, the “Owner”), Lennar Homes, LLC (hereinafter, “Lennar”), and the Town of Miami Lakes, Florida, a Florida municipal corporation (hereinafter, the “Town”), who shall collectively be referred to as the “Parties.”

### **WITNESSETH:**

**WHEREAS**, on March 28, 2011, the Owner and the Town entered into a Development Agreement (“Agreement”), which was approved by Town Resolution No. 11-883; and

**WHEREAS**, the Owner is the legal and equitable owner of those certain parcels of land, located at the Northwest and Northeast corners of Northwest 87 Avenue and Northwest 154 Street within the boundaries of the Town and identified by Miami-Dade County Tax Folio No. 32-2016-000-0020 (“Parcel C” or “Dunnwoody Lake Commercial Area”) and 32-2015-001-0500 (“Parcel B” or “Dunnwoody Forest”), except for the portion of Parcel B comprised of approximately 5.19 acres that was conveyed by F69-1, LLC to the Town and accepted by the Town via Resolution No. 15-1337, as set forth in the deed recorded on March 30, 2016 in Miami-Dade County Official Records Book 30017, Page 3590; and

**WHEREAS**, on January 7, 2016, Lennar acquired from the Owner and became the developer of that certain parcel of land, located at the Northwest corner of Northwest 87 Avenue and Northwest 154 Street within the boundaries of the Town, as identified by Miami-Dade County Tax Folio No. 32-2016-000-0040 and as identified in Miami-Dade County Official Records at Plat Book 172, Page 35 (“Parcel A” or “Dunnwoody Lake Residential Area”); and

**WHEREAS**, together, Dunnwoody Lake – Parcel A, Dunnwoody Lake Commercial Area, and Dunnwoody Forest shall collectively be referred to as the “Property;” and

**WHEREAS**, Section 9 of the Agreement sets forth the requirements and conditions for Transportation Final Concurrency Determination; and

**WHEREAS**, pursuant to Sections 9 and 10 of the Agreement, Lennar, as the developer of Parcel A, the first parcel to be developed within the Property, was required to complete the following roadway infrastructure improvements (collectively, the “Roadway Improvements”):

Roadway Improvement No. 1. construction of an additional southbound left-turn lane at NW 82nd Avenue and NW 154th Street (pursuant to Section 9(a)(v) of the Agreement);

Roadway Improvement No. 2. construction of an exclusive westbound right-turn lane at NW 82nd Avenue and NW 154th Street (pursuant to Section 9(a)(v) of the Agreement);

Roadway Improvement No. 3. construction of an exclusive eastbound right-turn lane at NW 82nd Avenue and NW 154th Street (pursuant to Section 9(a)(v) of the Agreement);

Roadway Improvement No. 4. construction of an additional eastbound through lane on NW 154th Street from NW 79th Court to NW 77th Court (pursuant to Section 9(b)(i) of the Agreement);

Roadway Improvement No. 5. construction of an additional southbound left-turn lane at NW 154th Street and NW 79th Avenue (pursuant to Section 9(b)(ii) of the Agreement);

Roadway Improvement No. 6. construction of an exclusive northbound right-turn lane at NW 138th Street and NW 87th Avenue (pursuant to Section 9(b)(iii) of the Agreement);

Roadway Improvement No. 7. completion of construction of NW 154th Street to 60 feet west of NW 89th Avenue prior to issuance of the first building permit (pursuant to Section 9(a)(iv) of the Agreement); and

Roadway Improvement No. 8. completion of landscaping of NW 87th Avenue adjacent to its property (including medians); and

**WHEREAS**, after approving the Agreement, the Town commissioned an Alternative to Concurrency Study to encourage multimodal concurrency mitigation to supplement more traditional on and off-site transportation improvements (such as those contemplated in Section 9(b) of the Agreement), and determine methods to allow for the mitigation of transportation impacts of development that will more equitably fund multimodal mobility improvements rather than only automobile related improvements, as well as encourage better quality development and be more business friendly by providing for a simpler and less time-intensive approval process; and

**WHEREAS**, on November 3, 2015, the Town adopted Resolution No. 15-1336, which established that F71-1, LLC could satisfy the Town's transportation concurrency requirements for the development of the Dunnwoody Lake Residential Area by voluntarily selecting from a number of alternatives, including providing for alternative mitigation as set forth in the Alternative to Concurrency Study, if adopted by the Town Council; and

**WHEREAS**, on April 16, 2016, the Town Council adopted Ordinance No. 16-192 (the "Mobility Fee Ordinance"); and

**WHEREAS**, Section 13-2009(g) of the Mobility Fee Ordinance provides that, "a property owner with an existing transportation concurrency determination or determination of vested rights may voluntarily, subject to acceptance by the Town, choose to forego that previous determination and instead be subject to [the] Mobility Fee Ordinance;" and

**WHEREAS**, Lennar requested that the Town reaffirm the findings of Resolution No. 15-1336 by accepting its payment of the applicable mobility fee under the Mobility Fee Ordinance in lieu of the transportation concurrency determination made under the Agreement; and

**WHEREAS**, on June 7, 2016, the Town Council adopted Resolution No. 16-1383, confirming that Lennar could satisfy the Town's transportation concurrency requirements for the Dunnwoody Lake Residential Area by paying the applicable mobility fee under the Mobility Fee Ordinance; and

**WHEREAS**, on June 23, 2016, the Owner initiated litigation, styled as *F71-I, LLC and F69-I, LLC v. Town of Miami Lakes*, Case No. 2016-015279-CA-01 in the Circuit Court of the 11<sup>th</sup> Judicial Circuit ("Breach of Contract Lawsuit"), to determine the Owner's obligations regarding the Roadway Improvements; and

**WHEREAS**, on March 22, 2017, the Owner initiated the following lawsuits alleging violations of Chapter 119, Florida Statutes (the "Public Records Lawsuits"), which are pending in the Circuit Court of the 11<sup>th</sup> Judicial Circuit: *F71-I, LLC v. Ceasar Mestre*, Case No. 17-006866-CA-01; *F71-I, LLC v. Manny Cid*, Case No.: 17-006887-CA-01; *F71-I, LLC v. Tim Daubert*, Case No.: 17-006885-CA-01; *F71-I, LLC v. Tony Lama*, Case No.: 17-006891-CA-01; *F71-I, LLC v. Frank Mingo*, Case No.: 17-006892-CA-01; and *F71-I, LLC v. Nelson Rodriguez*, Case No.: 17-006900-CA-01; and

**WHEREAS**, to avoid the expense of continued litigation, the Owner and the Town have entered into a settlement agreement ("Settlement") to settle the Breach of Contract Lawsuit and the Public Records Lawsuits, which Settlement requires that the Agreement be modified to reflect the changes contemplated by the Settlement, which confirm the actions taken by the Town in Resolution No. 16-1383; and

**WHEREAS**, the Parties acknowledge and agree that Lennar and the Town, by Resolution No. 16-1383, Resolution No. 15-1336, and Ordinance No. 16-192, have dispensed with the required construction of Roadway Improvements Nos. 1 through and including 5 in exchange for Lennar's payment of a mobility fee, which the Town confirms having received; and

**WHEREAS**, the Town reaffirms its previous finding that Lennar's payment of the mobility fee is of greater benefit to the Town than the construction of Roadway Improvements Nos. 1 through and including 5; and

**WHEREAS**, the Parties acknowledge and agree that with respect to Roadway Improvements Nos. 1 through and including 5, the Owner's obligations have been fully satisfied through payment by Lennar of the mobility fee as indicated in Resolution No. 16-1383; and

**WHEREAS**, the Parties further acknowledge and agree that Roadway Improvement No. 6 is not located within the jurisdiction of the Town and should therefore not be included as a condition for transportation concurrency determination by the Town; and

**WHEREAS**, the Parties further acknowledge and agree that even if it had been appropriate to include Roadway Improvement No. 6 as a condition for the transportation concurrency determination by the Town, it would have been satisfied through Lennar's payment of the mobility fee as indicated in Resolution No. 16-1383; and

**WHEREAS**, the Parties further acknowledge and agree that Roadway Improvement No. 7 is being completed by Lennar and that Roadway Improvement No. 8 is being completed by Miami-Dade County; and

**WHEREAS**, the Parties further acknowledge and agree that upon the completion of Roadway Improvement No. 7, as currently designed and approved, Lennar shall have fully satisfied its obligations under Sections 9 and 10 of the Development Agreement; and

**WHEREAS**, the Parties further acknowledge and agree that neither Lennar nor the Owner, or any of their successors or assigns, have any further obligations with respect to any of the Roadway Improvements enumerated in Section 9 and 10 of the Development Agreement, or any other roadway improvements required by the Town; and

**WHEREAS**, the Parties further acknowledge and agree that neither Lennar nor the Owner, or any of their successors or assigns, have any further obligations with respect to payment of any additional mobility fees required by the Town; and

**WHEREAS**, the Parties further acknowledge and agree that, although the Town does not require any roadway improvements other than as set forth in the Agreement, as amended, Miami-Dade County (the "County") may impose the same or other requirements upon the Owner, Lennar, and/or their successors or assigns; and

**WHEREAS**, according to Sections 163.3220 through 163.3243, Florida Statutes, known as the Florida Local Government Development Agreement Act (the "Act"), the Florida Legislature has determined that the lack of certainty in the development process can result in a waste of economic and land development resources, discourage sound capital improvement planning and financing, escalate the cost of housing and development, and discourage commitment to comprehensive planning; and

**WHEREAS**, the Florida Legislature has declared that assurances to a developer that it may proceed in accordance with existing laws and policies, subject to the conditions of a development agreement, strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation in comprehensive planning, and reduces the economic costs of development; and

**WHEREAS**, this Amendment is intended to and shall constitute an amendment to the Agreement among the Parties pursuant to the Act and the Settlement; and

**WHEREAS**, the Town has considered this Amendment at two public hearings, in compliance with Section 163.3225 of the Act and the Settlement; and

**WHEREAS**, this Amendment is consistent with the Town's Comprehensive Plan and land development regulations; and

**WHEREAS**, the Town has determined that it is in the public interest to address the issues covered by this Amendment in a comprehensive manner and at public hearings, in compliance with all applicable laws, ordinances, plans, rules and regulations of the Town while allowing the Owner and Lennar to proceed in the development of the Property in accordance with the existing laws and policies, subject to the terms hereof, and the Town has agreed to enter into this Amendment with the Owner and Lennar.

**NOW, THEREFORE**, in consideration of the conditions, covenants and mutual promises herein set forth, the Owner, Lennar, and the Town agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference.
2. Amendment of Section 9 of the Agreement. Section 9 of the Agreement is amended as follows:<sup>1</sup>

9. Transportation Final Concurrency Determination.

- (a) Final concurrency determination for transportation facilities is hereby granted, and impacts of development of Parcel C have been adequately mitigated upon compliance with the following conditions, within the time frames required by this Agreement:
  - i. Owner's conveyance of the Northwest 87 Avenue Right-of-Way to Miami-Dade County pursuant to Paragraph 10(a) and Owner's conveyance of the Northwest 154 Street Right-of-Way to the Town or its assignee pursuant to Paragraph 10(b); and
  - ii. Any other transportation improvements required by the Traffic Impact Analysis and Phase I Supplemental Analysis prepared by JMD Engineering, Inc., dated February 28, 2011 and March 4, 2011, attached hereto as composite Exhibit "9", which are necessary to achieve concurrency for the phased development of Parcel C, except for construction of an exclusive northbound right-turn lane at Northwest 138 Street and Northwest 87 Avenue, which is outside of the Town's jurisdiction; and

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<sup>1</sup> Additions to the text are shown in underline. Deletions from the text are shown in ~~strike through~~. Revisions to the text between the first and second public hearing are indicted with **yellow highlight**.



- iii. Construction of Northwest 87 Avenue as a four lane divided facility from Northwest 154 Street to Northwest 186 Street such that it is fully constructed and operational; and
  - iv. Widening of Northwest 154 Street to four (4) lanes from the end of the 4 lane segment east of Northwest 87 Avenue to 60 feet west of Northwest 89 Avenue, such that it is fully constructed and operational; and
  - v. Construction of an additional southbound left-turn lane, an exclusive eastbound right-turn lane, and an exclusive westbound right-turn lane at Northwest 154 Street and Northwest 82 Avenue.
  - vi. Alternatively, the Owner may voluntarily choose to forego this transportation concurrency determination and instead be subject to Town of Miami Lakes Ordinance No. 16-192 (the "Mobility Fee Ordinance"). This alternative is applicable only to Section 9(a)(ii) and (v) of this Agreement.
- (b) A final concurrency determination is hereby granted, and impacts of development for Parcel A and Parcel B, have been adequately mitigated, subject to completion of the improvements in Paragraph 9(a) above and the following transportation improvements which must be fully constructed and operational:
- i. Construction of an additional eastbound through lane on Northwest 154 Street from Northwest 79 Court to Northwest 77 Court; and
  - ii. Construction of an additional southbound left-turn lane at Northwest 154 Street and Northwest 79 Avenue; and
  - iii. ~~Construction of an exclusive northbound right-turn lane at Northwest 138 Street and Northwest 87 Avenue; and [OMITTED.]~~
  - iv. Any other transportation improvements required by the Traffic Impact Analysis and Phase I Supplemental Analysis prepared by JMD Engineering, Inc., dated February 28, 2011 and March 4, 2011, attached hereto as composite Exhibit "9", which are necessary to achieve concurrency for the phased development of Parcels A and B, except for construction of an exclusive northbound right-turn lane at Northwest 138 Street and Northwest 87 Avenue, which is outside of the Town's jurisdiction.
  - v. Alternatively, the Owner may voluntarily choose to forego this transportation concurrency determination and instead be subject to the Mobility Fee Ordinance.

- (c) Building Permits. Consistent with Ordinance 02-26:
- i. No building permits for more than 150 residential units and no certificates of occupancy, use or completion for any Parcel will be issued unless and until Northwest 87 Avenue is fully constructed and operational as a four-lane median divided roadway; and
  - ii. No building permits shall be issued for any Parcel unless and until Northwest 154 Street is fully constructed and operational as a four-lane roadway from the west end of the current four lane section to approximately 60 feet west of Northwest 89 Avenue. Notwithstanding the foregoing, the Owner shall have satisfied its obligations under Section 9 (a)(iv), Section 9(c) and Section 10(c) of the Development Agreement once the design plans for NW 154<sup>th</sup> Street have been approved by the Town and/or the County and a surety is in place to secure the Owner's obligation to build the remaining portions of NW 154<sup>th</sup> Street; and
  - iii. In the event that Ordinance 02-26 is amended by the Town Council to provide less restrictive building permit timing provisions in Sections 7.1. and/or 7.2 of Ordinance 02-26, then the less restrictive requirements of the amended Ordinance shall apply here.
- (d) In the event that the Owner proposes to develop the Property in phases not contemplated herein, the Owner shall submit a traffic analysis and phasing plan to analyze the transportation improvements required to mitigate the impacts of the phased development and reimburse the Town or its assignees for the review and approval, approval with conditions, or denial of such traffic analysis and phasing plan and any related required amendments to this Development Agreement. In no event shall a phasing plan operate to reduce or increase the required improvements provided under this Agreement unless the Agreement is modified pursuant to the requirements of State law.
- (e) Owner and Town acknowledge and agree that Miami-Dade County intends to construct at its cost that portion of Northwest 87 Avenue located between Northwest 154 Street and Northwest 186 Street pursuant to MPO Project No. PW20040390 and TIP Reference Page A7-21, attached hereto as Exhibit "10", and this improvement will provide capacity to serve development of the Property. Owner acknowledges and agrees that it is a material condition to this final concurrency determination for development of the Property, that construction of the Northwest 87 Avenue between Northwest 154 Street and Northwest 186 Street be Completed and open to traffic, as contemplated herein and that any development, construction or investment undertaken prior to completion of this and any other

construction project or dedication required under this Agreement, are done so at the Owner's risk.

- (f) This final concurrency determination shall be valid and binding for the Entire Term of this Agreement, subject to the conditions set forth herein.
- 3. No Further Modifications. Except as modified herein, the terms of the Agreement shall remain unchanged and in full force and effect.
- 4. Effective Date and Duration. Within fourteen (14) days following approval at two public hearings and execution by all Parties, the Town shall record this Amendment in the public records of Miami-Dade County. This Amendment shall be effective upon recording in the public records of Miami-Dade County. Notwithstanding the Effective Date provided herein, the Town, the Owners, and Lennar shall act in good faith to carry out the intent of this Amendment upon the Execution Date. The duration of this Amendment shall be consistent with the Agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first above written.

**TOWN:**

**ATTEST:**

**TOWN OF MIAMI LAKES,  
FLORIDA**

\_\_\_\_\_  
Gina Inguanzo  
Town Clerk

By: \_\_\_\_\_  
Manny Cid  
Mayor

Dated \_\_\_\_ day of \_\_\_\_\_, 2017

Approved for form and legal sufficiency:

\_\_\_\_\_  
Town Attorney

**OWNER**

**WITNESS:**

**F71-1 LLC**

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Name \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name:

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name:

STATE OF FLORIDA                    )  
  )  
COUNTY OF MIAMI-DADE        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, as \_\_\_\_\_, who is personally known to me or produced \_\_\_\_\_ as identification, and acknowledged that she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires:

\_\_\_\_\_  
Notary Public, State of Florida  
Print/type name: \_\_\_\_\_

WITNESS:

**F69-1 LLC**

\_\_\_\_\_  
Signature

By:\_\_\_\_\_

Name\_\_\_\_\_

Title:\_\_\_\_\_

\_\_\_\_\_  
Print Name:

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name:

STATE OF FLORIDA                    )  
COUNTY OF MIAMI-DADE         )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, as \_\_\_\_\_, who is personally known to me or produced \_\_\_\_\_ as identification, and acknowledged that she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires:

\_\_\_\_\_  
Notary Public, State of Florida

Print/type name:\_\_\_\_\_

WITNESS:

**LENNAR HOMES, LLC**

\_\_\_\_\_  
Signature

By:\_\_\_\_\_

Name\_\_\_\_\_

Title:\_\_\_\_\_

\_\_\_\_\_  
Print Name:

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name:

STATE OF FLORIDA                    )  
COUNTY OF MIAMI-DADE         )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, as \_\_\_\_\_, who is personally known to me or produced \_\_\_\_\_ as identification, and acknowledged that he/she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires:

\_\_\_\_\_  
Notary Public, State of Florida

Print/type name:\_\_\_\_\_



## MIAMI DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and  
Legal Holidays  
Miami, Miami-Dade County, Florida

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared MARIA MESA, who on oath says that he or she is the LEGAL CLERK, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Miami in Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

NOTICE OF PUBLIC HEARING  
TOWN OF MIAMI LAKES - NOV 15, 2017

in the XXXX Court,  
was published in said newspaper in the issues of

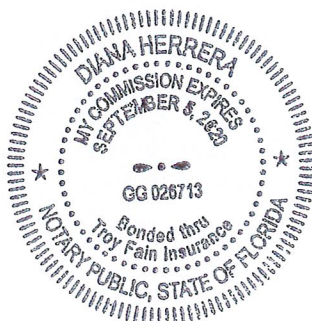
11/08/2017

Affiant further says that the said Miami Daily Business Review is a newspaper published at Miami, in said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Miami-Dade County, Florida each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in Miami in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this  
8 day of NOVEMBER, A.D. 2017

*Diana Herrera*  
(SEAL)

MARIA MESA personally known to me



### NOTICE OF PUBLIC HEARING TOWN OF MIAMI LAKES NOTICE OF INTENT TO CONSIDER AN AMENDMENT TO A DEVELOPMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the Town Council of the Town of Miami Lakes will hold a public hearing on **Wednesday, November 15, 2017, at 4:30 p.m.**, or as soon thereafter as the same may be heard, at **Town of Miami Lakes - Town Hall - Council Chambers, 6601 Main Street, Miami Lakes, FL 33014**, to consider a First Amendment to a Development Agreement for:

**PROPERTY:** Generally located on the east and west sides of Northwest 87th Avenue, from NW 154th Street to NW 162nd Street.

**PLAT/FOLIOS:** Plat Book 172 Page 35 (known as Dunnwoody Lake - Parcel A)  
32-2016-000-0020 (known as Dunnwoody Lake - Parcel C); and  
32-2015-001-0500 (known as Dunnwoody Forest - Parcel B)

The proposed First Amendment to the Development Agreement confirms the application of Town Ordinance No. 16-192 (the Town's "Mobility Ordinance") to the subject property as an alternative to the original transportation concurrency requirements. The proposed First Amendment does not change the proposed uses, population densities, building intensities, or heights that are set forth in the original Development Agreement, which are as follows:

Dunnwoody Lake, west of Northwest 87th Avenue:

- Low Density Residential; Business and Office
- 509 residential units (approx. 3.5 units/gross acre), max. height 2 stories/35 feet
- 140,000 square feet commercial/municipal services, Floor Area Ratio (FAR) = .33, max. height 4 stories/45 feet

Dunnwoody Forest, east of Northwest 87th Avenue:

- Parks and Recreation; Environmentally Protected Parks
- Approx. 84 residential units (approx. 1.5 units/gross acre), max. height 2 stories/35 feet

Copies of the proposed First Amendment to Development Agreement are available for public inspection at Town Hall, 6601 Main Street, Miami Lakes, Florida 33014. Interested persons are invited to attend the public hearing or provide written comments on the proposed First Amendment to Development Agreement to the Town Clerk.

Pursuant to Section 286.0105, Florida Statutes, if a person decides to appeal any decision made by the Town Council, with respect to any matter considered at such hearing or meeting, the person will need a record of the proceedings and, for such purpose, that person may need to ensure that a verbatim record of the proceedings is made; such record includes the testimony and evidence upon which the appeal is to be based. ADA Assistance: Anyone needing special assistance at the Town Council hearing due to a disability should contact the Town Clerk, Town of Miami Lakes (305) 364-6100 at least two days prior thereto.

Gina Inguanzo  
Town Clerk

## OTHER NOTICES

of this notice in the MIAMI-DADE DAILY BUSINESS REVIEW and timely file the original with the clerk of the above-styled court, otherwise a default will be entered against you for the relief prayed for in the Complaint.

This notice shall be published once a week for four consecutive weeks in the Miami-Dade DAILY BUSINESS REVIEW.

WITNESS my hand and the seal of said court at Miami-Dade, Florida on this 25 day of Oct, 2017

HARVEY RUVIN  
As clerk, Circuit Court  
Miami-Dade County, Florida  
(Circuit Court Seal)

By DION BRADY  
As Deputy Clerk  
JONATHAN DAVIDOFF, ESQ.  
DAVIDOFF LAW FIRM, PLLC  
New World Tower, Suite 1607  
100 North Biscayne Boulevard  
Miami, Florida 33132  
Telephone (305) 672-7495  
Facsimile (305) 672-7495  
11/1-8-15-22 17-49/000027019M

**NOTICE OF ACTION  
CONSTRUCTIVE SERVICE**  
IN THE CIRCUIT COURT OF THE 11TH  
JUDICIAL CIRCUIT IN AND FOR  
MIAMI-DADE COUNTY, FLORIDA  
CASE NO.: 2017-022224-CA-01  
CARING PEOPLE MEDICARE SERVICES, LLC,  
Plaintiff,  
vs.  
MARIO GOLINGAN AND AMELIA PEREZ,  
Defendants.  
NOTICE BY PUBLICATION

TO: AMELIA PEREZ

804 Verona Lake Drive  
Weston, Florida 33326  
YOU ARE HEREBY NOTIFIED that a Complaint has been filed against you and you are required to serve a copy of your written defenses, if any, to it on JONATHAN DAVIDOFF, ESQ., attorney for the DAVIDOFF LAW FIRM, PLLC whose address is 100 North Biscayne Boulevard, Suite 1607, Miami, FL 33132 and file the original with the clerk of the above styled court on or before DEC 18 2017, a date which is within thirty (30) days after the first publication of this notice in the MIAMI-DADE DAILY BUSINESS REVIEW and timely file the original with the clerk of the above-styled court, otherwise a default will be entered against you for the relief prayed for in the Complaint.

This notice shall be published once a week for four consecutive weeks in the Miami-Dade DAILY BUSINESS REVIEW.

WITNESS my hand and the seal of said court at Miami-Dade, Florida on this 25 day of Oct, 2017.

HARVEY RUVIN  
As clerk, Circuit Court  
Miami-Dade County, Florida  
(Circuit Court Seal)  
By DION BRADY  
As Deputy Clerk  
JONATHAN DAVIDOFF, ESQ.  
DAVIDOFF LAW FIRM, PLLC  
New World Tower, Suite 1607  
100 North Biscayne Boulevard  
Miami, Florida 33132  
Telephone (305) 672-7495  
Facsimile (305) 672-7495  
11/1-8-15-22 17-50/000027019M

## MEETINGS

### NOTICE OF MEETINGS SPICEWOOD COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Spicewood Community Development District will hold their meetings for Fiscal Year 2018 at the Somerset Academy Silver Palms, 23255 SW 115 Avenue, Miami, Florida 33032 on the fourth Wednesday of each month unless otherwise noted below, at 6:00 p.m. as follows:

November 15, 2017 (3rd.Wed)	May 23, 2018
January 24, 2018	June 27, 2018
February 26, 2018	July 25, 2018
March 26, 2018	August 22, 2018
April 25, 2018	September 26, 2018

There may be occasions when one or more Supervisors may participate by telephone. At the meeting location there may be present a speaker telephone so any interested person can attend the meeting and be fully informed of the discussions taking place either in person or by telephone communication. Meetings may be continued to a date and time certain which will be announced at the meeting. A scheduled meeting may be canceled by the Board of Supervisors based on the business needs of the District.

Any person requiring special accommodations at a meeting because of a disability or physical impairment should contact the District Office at (954) 603-0039 at least two calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 711, for aid in contacting the District Office.

Each person who decides to appeal any action taken at these meetings is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Kenneth Cassel  
District Manager

17-88/0000272815M

11/8

## HEARINGS



### NOTICE OF PUBLIC HEARING TOWN OF MIAMI LAKES NOTICE OF INTENT TO CONSIDER AN AMENDMENT TO A DEVELOPMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the Town Council of the Town of Miami Lakes will hold a public hearing on Wednesday, November 15, 2017, at 4:30 p.m., or as soon thereafter as the same may be heard, at Town of Miami Lakes - Town Hall - Council Chambers, 6801 Main Street, Miami Lakes, FL 33014, to consider a First Amendment to a Development Agreement for:

**PROPERTY:** Generally located on the east and west sides of Northwest 87th Avenue, from NW 154th Street to NW 162nd Street.

**PLAT/FOLIOS:** Plat Book 172 Page 35 (known as Dunnwoody Lake - Parcel A)  
32-2016-000-0020 (known as Dunnwoody Lake - Parcel C); and  
32-2016-001-0500 (known as Dunnwoody Forest - Parcel B)

The proposed First Amendment to the Development Agreement confirms the application of Town Ordinance No. 16-132 (the Town's "Mobility Ordinance") to the subject property as an alternative to the original transportation concurrency requirements. The proposed First Amendment does not change the proposed uses, population densities, building intensities, or heights that are set forth in the original Development Agreement, which are as follows:

Dunnwoody Lake, west of Northwest 87th Avenue:

- Low Density Residential; Business and Office
- 508 residential units (approx. 3.5 units/gross acre), max. height 2 stories/35 feet
- 140,000 square feet commercial/municipal services, Floor Area Ratio (FAR) = .33, max. height 4 stories/45 feet

Dunnwoody Forest, east of Northwest 87th Avenue:

- Parks and Recreation; Environmentally Protected Parks
- Approx. 84 residential units (approx. 1.5 units/gross acre), max. height 2 stories/35 feet

Copies of the proposed First Amendment to Development Agreement are available for public inspection at Town Hall, 6801 Main Street, Miami Lakes, Florida 33014. Interested persons are invited to attend the public hearing or provide written comments on the proposed First Amendment to Development Agreement to the Town Clerk.

Pursuant to Section 288.0105, Florida Statutes, if a person decides to appeal any decision made by the Town Council, with respect to any matter considered at such hearing or meeting, the person will need a record of the proceedings and, for such purpose, that person may need to ensure that a verbatim record of the proceedings is made; such record includes the testimony and evidence upon which the appeal is to be based. ADA Assistance: Anyone needing special assistance at the Town Council hearing due to a disability should contact the Town Clerk, Town of Miami Lakes (305) 364-6100 at least two days prior thereto.

Gina Inguanzo  
Town Clerk

17-75/0000273279M

11/8

### CITY OF MIAMI, FLORIDA NOTICE OF PUBLIC HEARING

The Miami City Commission will hold a Public Hearing on Thursday, November 16, 2017 at 9:00 AM, to consider the award of a contract to the non-profit organization listed below through Anti-Poverty grant funds from the District 1's share of the City of Miami's Anti-Poverty Initiative Program. People United to Lead the Struggle for Equality (P.U.L.S.E.) Youth Leadership Academy (P.Y.L.A.) is a youth academy program that focuses on leadership training, and to consider the City Manager's recommendations and finding that competitive negotiation methods are not practicable or advantageous regarding these issues:

- People United to Lead the Struggle for Equality (P.U.L.S.E.) Youth Leadership Academy (P.Y.L.A.) - youth leadership training program.

Inquiries regarding this notice may be addressed to Melissa Treviño, Project Manager for the Office of Community Investment, Office of the City Manager, at (305) 418-1005.

This action is being considered pursuant to Section 18-85 (A) of the Code of the City of Miami, Florida as amended (the "Code"). The recommendations and findings to be considered in this matter are set forth in the proposed resolution and in Code Section 18-85 (A), which are deemed to be incorporated by reference herein and are available as with the regularly scheduled City Commission meeting of November 16, 2017 at Miami City Hall, 3500 Pan American Drive, Miami, Florida.

The Miami City Commission requests all interested parties be present or represented at the meeting and may be heard with respect to any proposition before the City Commission in which the City Commission may take action. Should any person desire to appeal any decision of the City Commission with respect to any matter to be considered at this meeting, that person shall ensure that a verbatim record of the proceedings is made including all testimony and evidence upon which any appeal may be based (F.S. 288.0105).

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in this proceeding may contact the Office of the City Clerk at (305) 250-5361 (Voice) no later than five (5) business days prior to the proceeding. TTY users may call via 711 (Florida Relay Service) no later than five (5) business days prior to the proceeding.



#29083  
11/8

Todd B. Hamon  
City Clerk  
17-70/0000273177M

### BID NOTICES & RFP'S NOTICE TO BIDDERS

ITB Name: NW 82nd Ave & Oak Lane Reconfiguration Project  
ITB No.: 2018-04  
Bids Due: 11:00AM EST, Wednesday, November 29, 2017

The Town of Miami Lakes (the "Town") will be accepting sealed Bids for the Town's NW 82nd Ave and Oak Lane Reconfiguration Project ("Project").

Bidders are to submit one (1) original and five (5) copies of their Bid, with original signatures together with a 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 6801 Main Street, Miami Lakes, Florida no later than 11:00 A.M. on November 29, 2017.

## Scope of Work:

The Contractor must furnish all labor, materials, equipment, and supervision required for the reconfiguration of the dedicated southbound right turn lane into a right-turn/left-turn lane on the southbound approach on NW 82nd Ave to allow safe left turn movements at the intersection of NW 82nd Ave and Oak Lane. The Work includes, but is not limited to, asphalt milling and resurfacing, signing and pavement markings, construction of new sidewalk and ramps with detectable warnings, construction of curb and gutter, reconstruction of concrete nose median, sodding, and related restoration work in accordance with the Plans attached to the ITB as Exhibit A. Additional information on the Scope of Work can be found in Section D of the ITB.

## Minimum Qualification Requirements:

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

1. Possess a minimum of five (5) years of experience performing construction of roadway improvement projects involving public right-of-way;
2. Provide verifiable client references demonstrating successful completion of at least three (3) roadway improvement projects with a total project amount of \$50,000 or more performed within the last three (3) years;
3. Possess a current certified General Contractor license issued by the State of Florida or a Miami-Dade County Certificate of Competency as a General Engineering Contractor; and
4. Be able to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract.

The Town will consider a Bid 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.

Bid Documents are available on the Town's website at [www.miamilakes-fl.gov](http://www.miamilakes-fl.gov) and selecting "Contractual Opportunities" and on [www.DemandStar.com](http://www.DemandStar.com). Any inquiries regarding the Project may be directed to the Town at [procurement@miamilakes-fl.gov](mailto:procurement@miamilakes-fl.gov). Telephone calls or verbal conversations are not permitted.

All Bids must be submitted in accordance with the 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 (f) "Code 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 "Code of Silence" is imposed concerning this solicitation. The "Code 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](mailto:procurement@miamilakes-fl.gov) while the Code of Silence is in effect. Failure to comply with the Code of Silence may result in the rejection of a Submittal. For additional information concerning the Code of Silence please refer to Section 2-11.1 of Miami-Dade County Code.

17-73/0000273184M

11/8

## INVITATION TO BID

Easter Seals South Florida, Inc. is requesting bids from catering companies for its Head Start & Early Head Start programs. We have 7 child care centers located in Dade County to provide 258,120 meals (not lunches, breakfasts and snacks). Bid packages may be obtained at 1475 NW 14th Avenue Miami, FL 33125 from November 8th 2017 to November 20th 2017 from 8:00 AM to 4:30 PM.

Requirements are outlined in the Invitation to Bid package. All bids must be received by November 20th 2017 at 4:30 PM in a sealed envelope addressed to: "Invitation to Bid" Easter Seals South Florida, to the attention of Camilla Rocha 1475 NW 14th Avenue Miami, FL 33125. No bids will be accepted after 4:30 PM. Bids will be opened publicly at the above address on November 20th at 6:00PM.

11/6-7-8-9-10-13-14-15-16-17-20

17-32/0000272167M

### CITY OF MIAMI ADVERTISEMENT FOR BIDS

Sealed Bids will be received by the City of Miami City Clerk's office located at City Hall, 3500 Pan American Drive, Miami, FL 33133 for the following:

IFB NO. 717381

CLOSING DATE/TIME:

US-1 LANDSCAPE MAINTENANCE  
2:00 PM, WEDNESDAY, DECEMBER 6, 2017

Deadline to Request additional information/clarification: Wednesday, November 29, 2017 at 5:00 PM.

Detailed specifications for this bid is available at the City of Miami, Department of Procurement, website [www.miamigov.com/procurement](http://www.miamigov.com/procurement) or email Sr. Procurement Contracting Manager Pearl Bethel at [pbethel@miamigov.com](mailto:pbethel@miamigov.com)

THIS BID SOLICITATION IS SUBJECT TO THE "CODE OF SILENCE" IN ACCORDANCE WITH CITY OF MIAMI CODE SECTION 18-74 ORDINANCE NO.12271. ( PLEASE PRINT THIS SECTION IN BOLD PRINT )



Daniel J. Alfonso  
City Manager

AD NO. 28757  
11/8

17-65/0000272804M



# MIAMI DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and  
Legal Holidays  
Miami, Miami-Dade County, Florida

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared MARIA MESA, who on oath says that he or she is the LEGAL CLERK, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Miami in Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

NOTICE OF PUBLIC HEARING  
TOWN OF MIAMI LAKES - DEC. 5, 2017

in the XXXX Court,  
was published in said newspaper in the issues of

11/24/2017

Affiant further says that the said Miami Daily Business Review is a newspaper published at Miami, in said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Miami-Dade County, Florida each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in Miami in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this  
24 day of NOVEMBER, A.D. 2017

*Diana Herrera*

(SEAL)

MARIA MESA personally known to me



## NOTICE OF PUBLIC HEARING TOWN OF MIAMI LAKES NOTICE OF INTENT TO CONSIDER AN AMENDMENT TO A DEVELOPMENT AGREEMENT

**NOTICE IS HEREBY GIVEN** that the Town Council of the Town of Miami Lakes will hold a public hearing on **Tuesday, December 5, 2017, at 6:30 p.m.**, or as soon thereafter as the same may be heard, at Town of Miami Lakes - Town Hall - Council Chambers, 6601 Main Street, Miami Lakes, FL 33014, to consider a First Amendment to a Development Agreement for:

**PROPERTY:** Generally located on the east and west sides of Northwest 87th Avenue, from NW 154th Street to NW 162nd Street.

**PLAT/FOLIOS:** Plat Book 172 Page 35 (known as Dunnwoody Lake - Parcel A)  
32-2016-000-0020 (known as Dunnwoody Lake - Parcel C); and  
32-2015-001-0500 (known as Dunnwoody Forest - Parcel B)

The proposed First Amendment to the Development Agreement confirms the application of Town Ordinance No. 16-192 (the Town's "Mobility Ordinance") to the subject property as an alternative to the original transportation concurrency requirements. The proposed First Amendment does not change the proposed uses, population densities, building intensities, or heights that are set forth in the original Development Agreement, which are as follows:

Dunnwoody Lake, west of Northwest 87th Avenue:

- Low Density Residential; Business and Office
- 509 residential units (approx. 3.5 units/gross acre), max. height 2 stories/35 feet
- 140,000 square feet commercial/municipal services, Floor Area Ratio (FAR) = .33, max. height 4 stories/45 feet

Dunnwoody Forest, east of Northwest 87th Avenue:

- Parks and Recreation; Environmentally Protected Parks
- Approx. 84 residential units (approx. 1.5 units/gross acre), max. height 2 stories/35 feet

Copies of the proposed First Amendment to Development Agreement are available for public inspection at Town Hall, 6601 Main Street, Miami Lakes, Florida 33014. Interested persons are invited to attend the public hearing or provide written comments on the proposed First Amendment to Development Agreement to the Town Clerk.

Pursuant to Section 286.0105, Florida Statutes, if a person decides to appeal any decision made by the Town Council, with respect to any matter considered at such hearing or meeting, the person will need a record of the proceedings and, for such purpose, that person may need to ensure that a verbatim record of the proceedings is made; such record includes the testimony and evidence upon which the appeal is to be based. ADA Assistance: Anyone needing special assistance at the Town Council hearing due to a disability should contact the Town Clerk, Town of Miami Lakes (305) 364-6100 at least two days prior thereto.

Gina Inguanzo  
Town Clerk

11/24

17-28/0000276353M



## **Town of Miami Lakes Memorandum**

---

**To:** Honorable Mayor and Councilmembers  
**From:** Alex Rey, Town Manager  
**Subject:** Complete Streets Program  
**Date:** 12/5/2017

---

### **Recommendation:**

It is recommended that the Town Council adopt the Complete Streets Program.

### **Background:**

The development of a Complete Streets program is one of the goals part of the Town's Strategic Plan, "Enhance mobility for easier vehicular and non-vehicular transportation" and the Comprehensive Development Plan (CDMP). Complete Streets is a transportation policy and design approach that requires streets to be planned, designed, operated, and maintained to enable safe, convenient and comfortable travel and access for users of all ages and abilities regardless of their mode of transportation.

In 2016, the Town received grant funding in the amount of \$40,000 from Miami-Dade County's Transportation Planning Organization (TPO) for the creation of Complete Street Program with a Town match of \$10,000. Kimley Horn and Associates was contracted to develop the Program.

The Plan provides recommended street design improvements specific to the Town of Miami Lakes' roadways, which are customized to fit the context of the Town of Miami Lakes street typology and provide multimodal roadway improvements that take into consideration all users. The Program focuses on key elements of pedestrian and bicycle connectivity, shared-use paths, and connections to transit.

On October 27th, 2017, the Town held a public outreach meeting to engage and receive feedback from the community. The public meeting was advertised on the Miami Laker and the Town's website. Feedback received from the community was incorporated into the plan to make sure that the Program embraces the community's vision for complete streets.

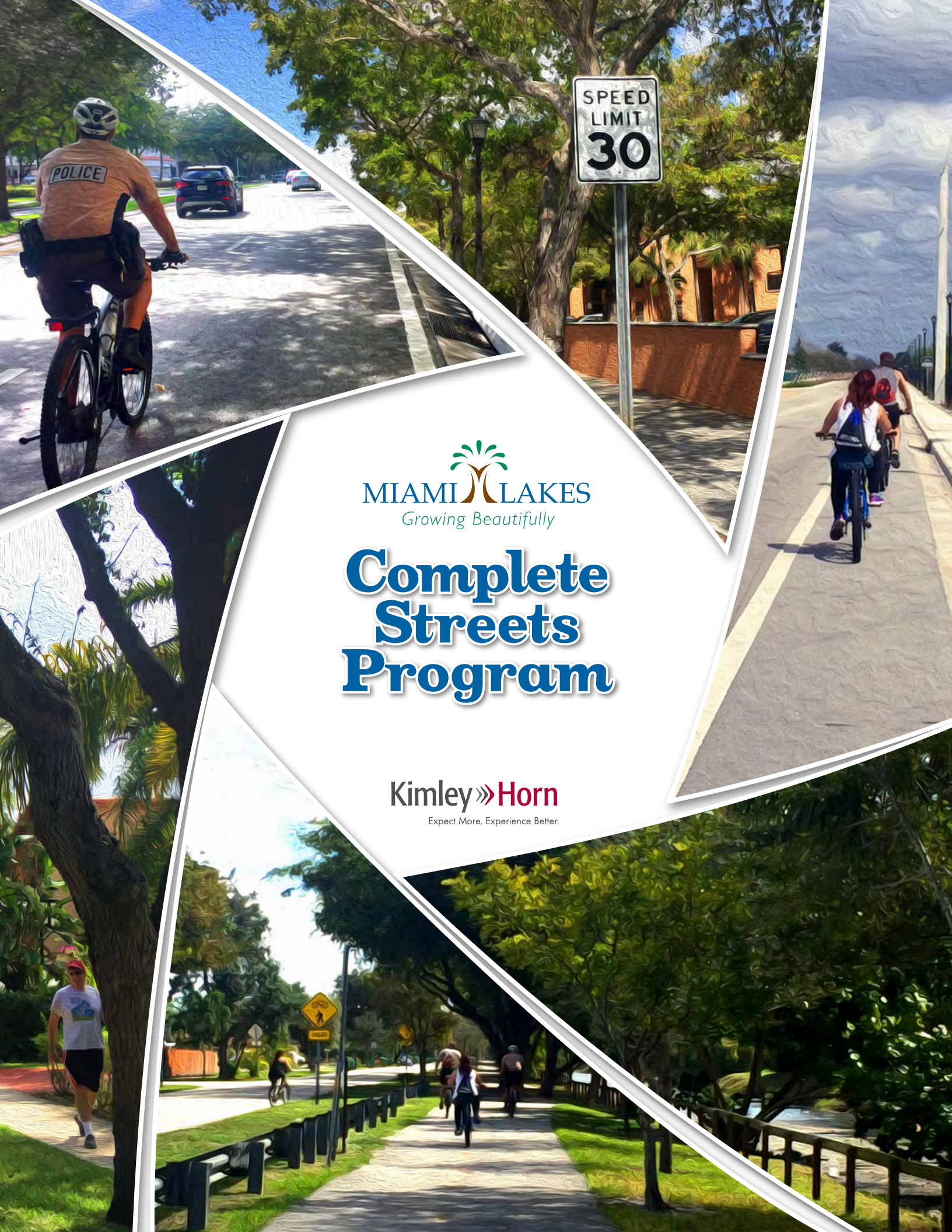
Through grant funding the Town has already been making progress on implementing the program by obtaining funding for various complete street projects along various corridors such as, NW 79th Court, NW 59th Avenue, NW 151/153 Street, NW 60th Avenue, and NW 146th Street.

### **ATTACHMENTS:**

Description

**Complete Streets Master Plan Report  
Resolution**





MIAMI LAKES  
*Growing Beautifully*

# Complete Streets Program

Kimley»Horn  
Expect More. Experience Better.



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## Appendix

Appendix A – Miami Lakes Roadway Inventory

Appendix B – Public Workshop Presentation, October 23, 2017

Appendix C – Prioritization Matrix

## INTRODUCTION

The Town of Miami Lakes Complete Streets Program provides recommended street design improvements specific to the Town of Miami Lakes' roadways. Complete Streets are infrastructure enhancements that implement additional pedestrian and bike improvements to give all users a greater share of the right-of-way. The specific improvements can vary from pavement markings to new physical barriers built between travel lanes and bicycle and pedestrian pathways. Ultimately the improvements are focused on increasing safety of users while not compromising traffic flow.

The recommendations provided within this document are consistent with and build upon the foundation of the *Miami-Dade County Complete Streets Design Guidelines* program. The proposed design guidelines are customized to fit the context of the Town of Miami Lakes street typology and provide multimodal roadway improvements that take into consideration all users. Preparation of the Town of Miami Lakes Complete Streets Program was made possible through funding from the Miami-Dade Transportation Planning Organization (Miami-Dade TPO). To help execute this project, the Town of Miami Lakes partnered with the engineering and planning consulting firm, Kimley-Horn and Associates, Inc.

As emphasized in the *Miami-Dade County Complete Streets Guidelines*, Complete Streets provide several benefits across areas like public health, equitable travel, environmental sustainability, and community safety. By designing streets to prioritize additional modes of transportation, Complete Streets provide more residents access to jobs, entertainment, and points of interest within the community. While improving access is key, the improvements also ensure residents that the emphasis on mobility is shifting from focus on the motor vehicle to a healthier, sustainable, and safer means of travel.

This document provides an overview of Complete Streets components, presents existing conditions of the identified roadway typologies within the Town, and provides examples of what improvements are most applicable for implementation for each roadway type. Roadway typologies identified within this document take into consideration roadway volumes, existing roadway geometry and speeds, as well as adjacent land uses. Concept designs are provided for select roadway corridors within the Town detailing recommended improvements to be considered during design that take into consideration the Complete Streets guidelines.



### Review of Plans and Policies

Previous applicable planning efforts and policies performed and adopted by the Town of Miami Lakes were reviewed and incorporated into the development of the Town's Complete Streets guidelines. The following is an overview of the plans reviewed and summary of how they were applied.

#### *Greenways and Trails Master Plan*

The Town's Greenways and Trails Master Plan focuses on the development of a network of off-road shared use paths (for bicycling, walking, in-line skating, etc.), as well as a network of on-road facilities including bike lanes on major thoroughfares and neighborhood greenways on low-speed, low-volume streets. The facility type recommendations provided within the Greenways and Trails Master Plan were incorporated into the development of the typical sections and street typology designations.

#### *Beautification Master Plan*

The Town's Beautification Master Plan provided recommendations and guidelines for the beautification of roadway features such as, Town gateways, major roadways and intersections, neighborhood roads, cul-de-sacs, and underpasses. The Complete Streets components recommended for the Town prioritizes the preservation of trees and landscaped buffers as well as provides spacing for transit facilities, furnishings, and street and pedestrian scaled lighting.

#### *Miami Lakes Strategic Plan, 2015-2025*

The Town's Strategic Plan includes the Town's Vision, Mission Statement, and Guiding Principles as well as outlines the Goals and Objectives identified by staff to be programmed within the Town's annual Work Plan. The Strategic Plan's goals supported through the implementation of the Complete Street guidelines include:

- Enhanced Mobility – Easier Vehicular and Non-Vehicular Transportation
- Enhance Signature Beauty and Park Landscaping
- Enhance Economic Development and Community Hubs

#### *Town's Comprehensive Master Plan*

The design guidelines outlined within the Town's Complete Streets Program complements the Town's Comprehensive Master Plan vision to create safe and convenient non-motorized transportation to connect communities, recreational parks, schools, office parks, and businesses.

### *ADA Sidewalk Master Plan*

Recommended design elements follow the guidelines and regulations detailed in the 2010 Standards for Accessible Design in response to the Americans with Disabilities Act of 1990 (ADA). Sidewalk recommendations for roadways within the Town were incorporated into the development of the typical sections and street typology designations. Newly constructed or altered street level pedestrian walkways must contain curb ramps or other sloped areas at intersections to streets, roads, or highways to comply with ADA standards.

## **PUBLIC INVOLVEMENT AND PROJECT PRIORITIZATION**

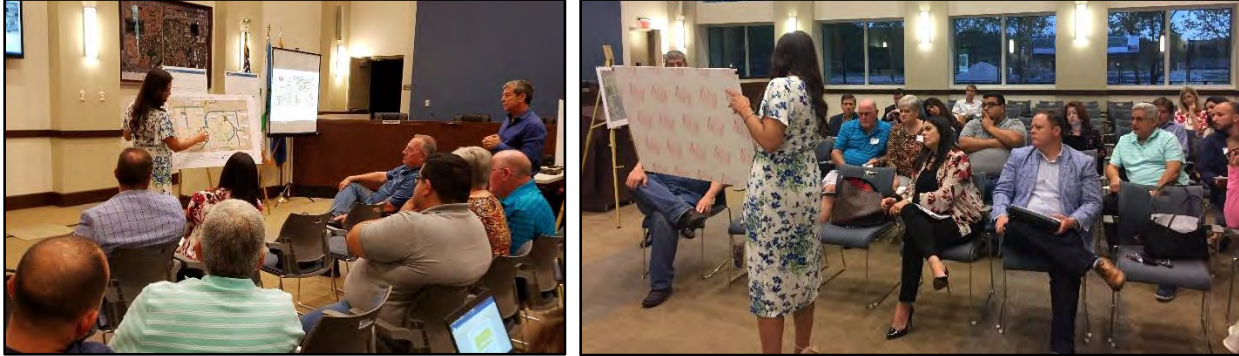
The Town hosted a public workshop at Town Hall on October 23, 2017 to provide an opportunity for the public to review the proposed Complete Streets recommendations and offer feedback on project prioritization prior to finalizing the guidelines. At the workshop, an interactive presentation led by Town staff and the consultant team was provided detailing the Complete Streets elements and the recommended roadway typology classifications. The meeting was attended by members of the public, Town Commission members, Town staff, and the Town Manager. The presentation slides presented at the workshop are provided in **Appendix B**.

**Figure 1: Public workshop presentation**



In addition to the presentation, three (3) workstations were setup at the meeting that allowed the public to review current and proposed roadway improvement projects integrating the Complete Streets elements, submit feedback using a dynamic interactive geographic information systems (GIS) mapping program, as well as submit recommendations on how the Town should prioritize future Complete Streets improvement projects by ranking prioritization criteria. Photos taken during the workshop are provided on the following pages.

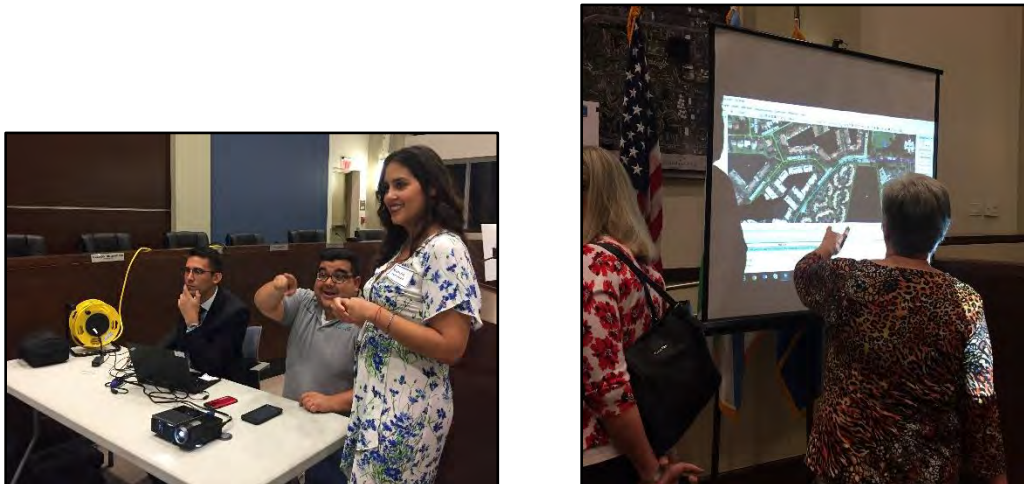
**Figure 2: Town staff providing an update on recently completed projects**



**Figure 3: Draft concept plans of current roadway projects within the Town**



**Figure 4: Interactive GIS mapping station**



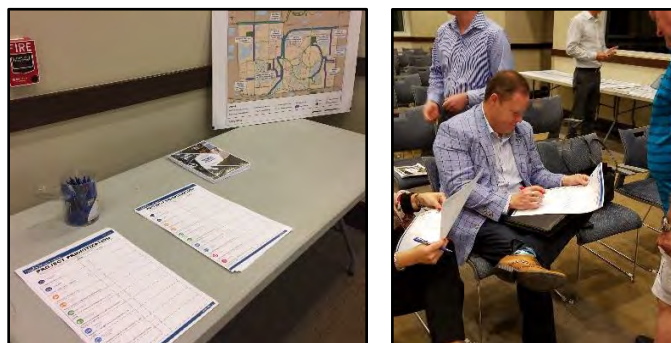


### Project Prioritization Matrix

A project prioritization matrix was developed to assist the Town in gathering information from the public on the criteria most important to them on how project funding should be prioritized or distributed for future roadway projects. There were ten (10) prioritization criteria categories established for participants to rank in order from 1 to 10 (1 being the most important and 10 being the least important). The prioritization exercise allowed the public an opportunity to experience the challenges sometimes faced by Town staff during project selection and budgeting. While completing the exercise, participants expressed difficulty in ranking the criteria as they felt all listed criteria was important. The following is an outline of the prioritization criteria the public was asked to rank.

- Added Mobility Options – Project includes multiple mode types.
- Low Cost – Project has a low project cost required to complete the project.
- Safety – Proposed project increases safety for all users.
- Fills a Gap in the Network – Project makes connections between existing facilities.
- Social Equity – Allows for or enhances equal opportunities for all users.
- Economic Development “Placemaking” – Creates a sense of place and allows opportunities for economic growth.
- Propensity for Use – Project will be used by the most number of people.
- Improved Comfort/Quality of Existing Facilities – Makes existing facilities more comfortable for users.
- Health – Increases opportunities to make healthier choices.
- Feasibility – Ability to complete the project timely or in conjunction with another project.

**Figure 5: Prioritization matrix**



Of the completed forms submitted, propensity for use, safety, feasibility, fills a gap in the network, and added mobility options were the top five ranked criteria. Low project cost was ranked sixth, though important was not the main priority expressed by participants as they demonstrated that investments in projects that benefit the most people and improve safety are the highest priority. Through discussions at the meeting, the assumption was made that if the feasibility of the project’s construction and the ability to integrate Complete Streets elements into the design of other projects is considered lower project cost may also be able to be achieved. A copy of the Prioritization Matrix distributed at the workshop is provided in **Appendix C**.

## COMPLETE STREETS COMPONENTS

Complete Streets are streets designed to focus on safety and access for all users, of all ages and abilities. The *Miami-Dade County Complete Streets Design Guidelines* list the following components associated with the roadway and pedestrian realms to be considered by communities wanting to develop or redesign their streets to be multimodal.

### Roadway Realm

- Bike lanes
- Bus lanes/transit lanes
- Turn lanes
- Parking lanes
- Through lanes
- Landscaping
- Pavement markings

### Pedestrian Realm

- Sidewalks
- Street trees
- Benches/Furnishings
- Bike racks
- Lighting

**Figure 6: Complete Street Cross Section Elements**



Source: *Miami-Dade County Complete Streets Design Guidelines, Figure 2-1 Cross-section elements*



Many of the existing standards and guidelines available at the federal and state levels provide guidance on Complete Streets and their design. The most relevant of those standards and guides are:

- The American Association of State Highway and Transportation Officials' (AASHTO) A Policy on Geometric Design of Highways and Streets (the "Green Book")
- The Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways (the "Florida Greenbook")
- The Manual on Uniform Traffic Control Devices (MUTCD)
- FDOT Plans Preparation Manual (PPM)
- Americans with Disabilities Act (ADA) Standards for Accessible Design
- Miami-Dade County Public Works Manual

### Miami Lakes Complete Streets Design Standards

The following Complete Street elements were selected as priority components by the Town of Miami Lakes to be included in the design of roadways within the Town. This section provides examples of the selected elements that were incorporated into the typical cross sections for each roadway typology outlined in this document.

The priority Complete Streets components for the Town of Miami Lakes include:

- Pavement markings
  - Crosswalks
  - Shared lane markings (Sharrows)
- Bike facilities
  - Buffered bike lanes
  - Green bike lanes
  - Bike boxes
- Sidewalks/Shared use paths
- Greenscaping

Other design elements that should be incorporated into the design and construction of roadways within the Town of Miami Lakes, that contribute to the safety and connectivity of Complete Streets and multimodal amenities include ADA enhancements, curb extensions, pedestrian refuges, and mid-block crossings. Design standards and guidance on how and when these elements should be incorporated into roadway improvements are provided in the references outlined in the previous section.

Aesthetically pleasing amenities that also provide functional use and value to a corridor that are part of the Complete Streets approach include street lighting, benches, bike racks, and wayfinding. These features assist roadway users in navigating the corridor while also providing

supportive amenities to the activities that occur within the right-of-way. Transit access and amenities to support transit use is also important. Types of transit amenities and components that should be incorporated into new designs or redevelopment projects include bus landings, bus shelters, as well as sidewalk connections from the transit facilities to adjacent destinations.

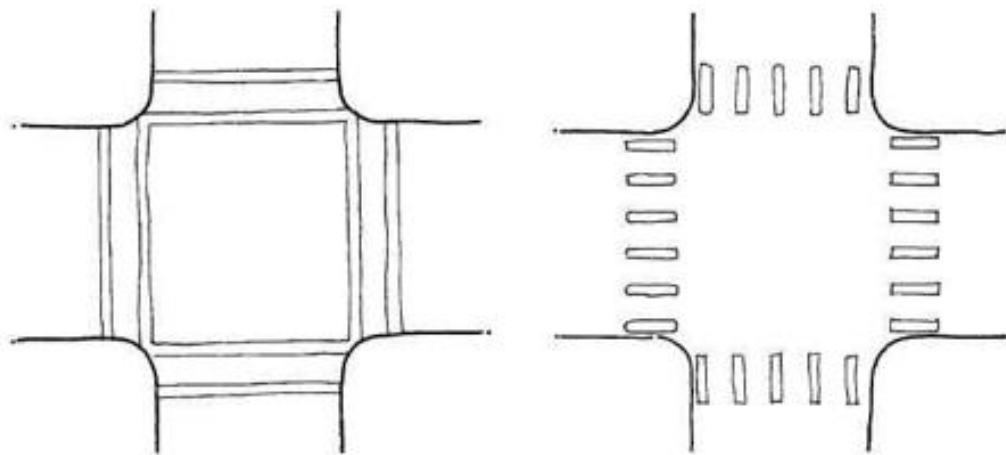
### Pavement Markings

Pavement markings provide users within the right-of-way information regarding the rules of the road by giving lane boundaries, guides for turning, crosswalk locations, and warnings of potential hazards. Pavement markings work in conjunction with road signs and traffic signals to give users a clear picture of the roadway characteristics.

### Crosswalks

Crosswalks are a critical part of the pedestrian network. A crosswalk is the portion of a roadway designated for pedestrians to use in crossing the street. Crosswalks within the Town of Miami Lakes should be clearly marked using materials or markings that provide a visual contrast with the surface of the street. Two crosswalk marking patterns commonly used are illustrated in **Figure 7**.

**Figure 7: Sample Crosswalk Markings**



*US Department of Transportation, Federal Highway Administration, Designing Sidewalks and Trails for Access (Figure 4-41 and 4-21)*

Newly constructed or altered street level pedestrian walkways must contain curb ramps or other sloped areas at intersections to streets, roads, or highways to comply with ADA standards.

### *Shared Lane Markings (Sharrows)*

Sharrows are utilized on roads to indicate that a bicyclist is permitted to use the entire traffic lane when there are no exclusive facilities present. **Figure 8** is an image of a sharrow. Use cases for sharrows include the following:

- Roadways with low volumes and low speeds
- Roadways with traffic signals that are timed for average bike speeds

**Figure 8: Sharrow**



To enhance the appearance of sharrows added along a corridor, some communities are opting to add a green box or background behind the sharrow emblem as shown in **Figure 9**.

**Figure 9: Sharrow with green background**



*Source: Miami-Dade County Complete Streets Guidelines*

For additional information on different pavement marking applications, refer to the *Miami-Dade County Complete Streets Design Guidelines*, *National Association of City Transportation Officials (NACTO) Urban Bikeway Design Guide*, and the *FDOT Plans Preparation Manual*.

## **Bike Facilities**

### *Buffered Bike Lanes*

Buffered bike lanes provide additional separation from vehicular traffic by implementing a striped buffer between the lanes. Using pavement striping instead of a raised curb gives users the ability to pass each other and greater overall freedom entering and exiting the facility. Opportunities to implement buffered bike lanes include the following:

- High-speed arterials where more separation provides greater user comfort
- Commercial areas where users are continuously entering and exiting the facility
- Transit stops with increased bike and pedestrian traffic

**Figure 10: Buffered Bike Lane - Striping**



*Source: Miami-Dade County Complete Streets Guidelines*

Traffic delineators or flexposts within the buffered bike lane can also be used to separate the bike lane from the vehicle travel lane, as shown in **Figure 11**.

**Figure 11: Barrier Separated Bike Lane – Delineators/Flexposts**



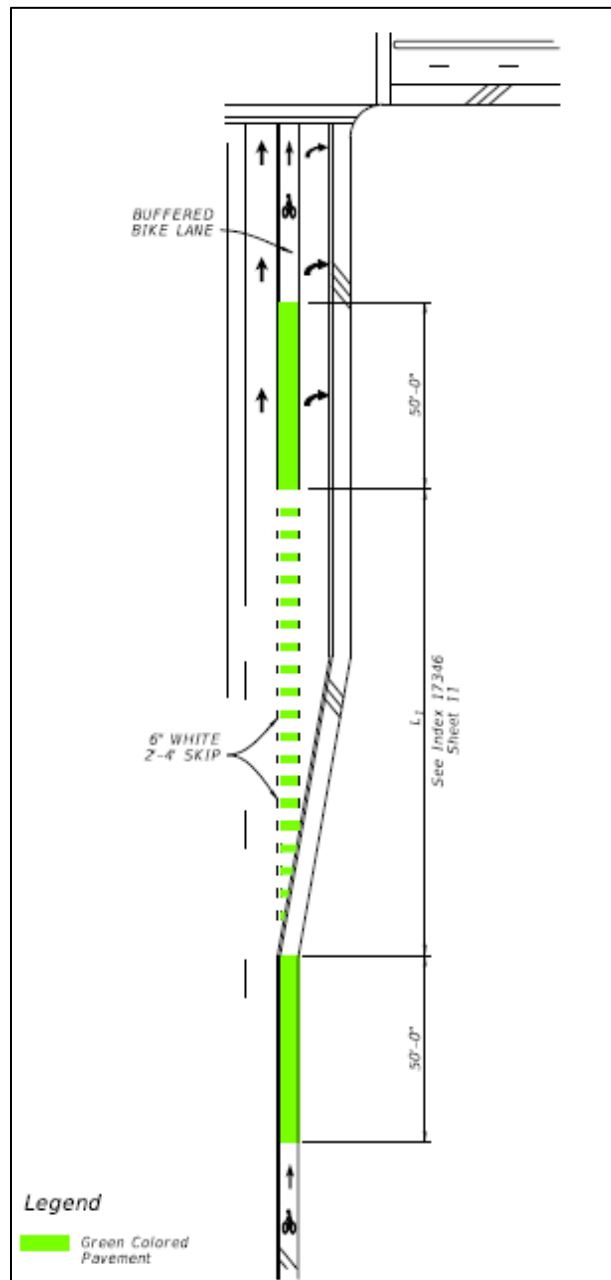
*Source: City of Tucson, AZ*

### *Green Bike Lanes*

Green thermoplastic paint can be used in a striped pattern to identify conflict zones with traffic or can be implemented along the entire length of the facility. **Figure 12** is an example of the green striping used in a conflict zone from the *FDOT Plans Preparation Manual (PPM)*. Uses for green bike lanes are as follows:

- Where the bike lane and a right-turning movement conflict
- Where the bike lane and a dedicated bus bay conflict
- Where the bike lane and a vehicle merge lane conflict
- Areas of high volume traffic and low visibility

**Figure 12: Green striping in a conflict zone**



Source: FDOT Plans Preparation Manual Vol. 1 Ch. 8

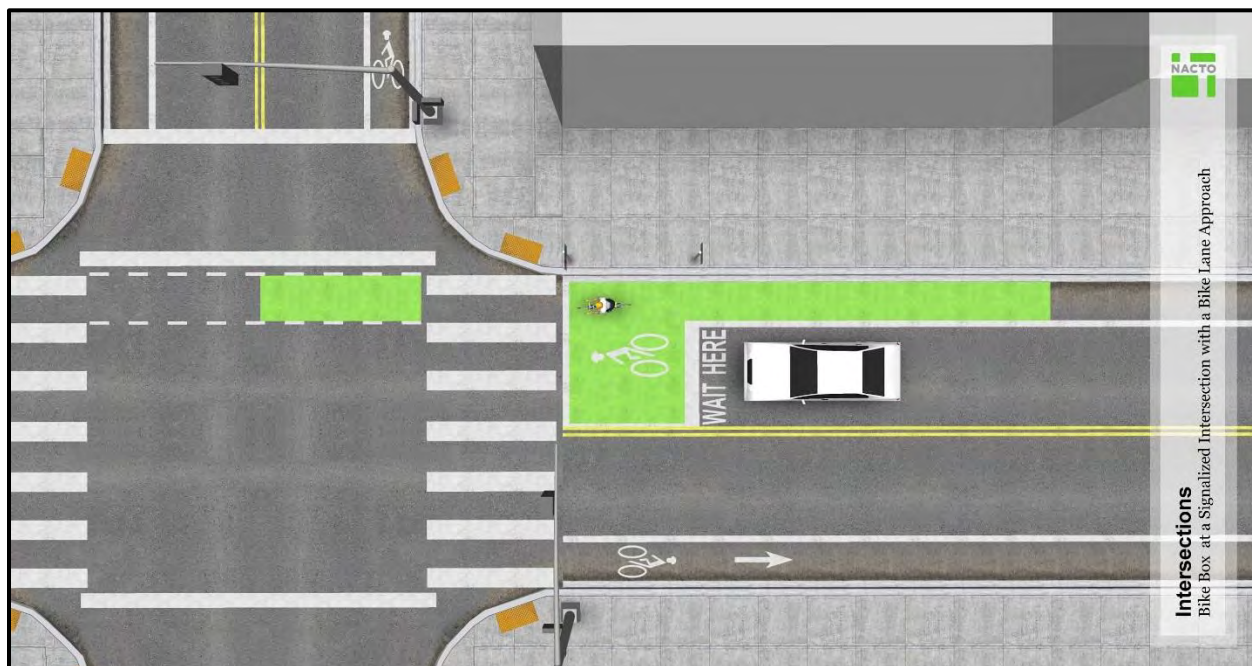
### *Bike Boxes*

Bike boxes are an intersection treatment that provide space for bicyclist to queue in a more visible location and may help facilitate turning movement. It is directly attached to the bike lanes and is typically the same color as the bike lanes. **Figure 13** is an example of a bike box from the National Association of City Transportation Officials (NACTO).



- Signalized intersections with high volumes of bicyclists
- Where extra protection for bikes making left turns are needed or when a specific bike route requires a left turn

### Figure 13: Bike Box



Source: National Association of City Transportation Officials (NACTO)

## Greenscaping

Greenscaping is the implementation of street trees, shrubbery, planters, and other vegetation along the transportation network. Greenery plays a critical role in the quality and usefulness of any multimodal facility. Adding landscaping has environmental benefits such as providing shade, carbon dioxide absorption, and supporting natural ecosystems. Greenscaping also creates a more aesthetically pleasing environment and a greater sense of place.

When designing, it is important to consider the space required for all types of greenery. Types of plants and their locations should be selected early in the design process so that space can be set aside for them in the design.

The addition of trees to the streetscape provides environmental benefits through increased air filtration and ecosystem habitat, all while creating a more inviting sidewalk environment with increased shade coverage. Trees create living and nesting places for birds, helping add biodiversity to urban environments while creating a more natural environment for all.

The following figures provide several examples of how the Town has used trees and landscaping to provide shade along their corridors as well as create natural buffers between the sidewalk and travel lanes.

**Figure 14: Town of Miami Lakes greenscaping examples**



Reference to the Town of Miami Lakes *Greenways and Trails Master Plan* and *Beautification Master Plan* should be made for more information on the specifications and standards for greenscaping and open space within the Town.

## STREET TYPOLOGY

The existing roadways within the Town of Miami Lakes were inventoried and categorized based on an adaptation of the typologies established in the *Miami-Dade County Complete Streets Design Guidelines*. Roadway characteristics reviewed included number of lanes, speed limit, average daily traffic (ADT), and right-of-way width. The designation of a preferred Complete Streets typical section for each roadway type establishes a unified standard for all roadways within the Town of Miami Lakes and provides guidance on the type of roadway enhancements that are desired to be implemented to meet the goals and initiatives of the Town. The roadways within the Town were grouped into the following street typology categories:

- Thoroughfare
- Feeder Road
- Civic Street
- Local Roads
  - Local Commercial
  - Local Residential

**Table 1** is a summary of the roadway characteristics for each of the identified street typologies.

**Table 1: Street Typology Characteristics**

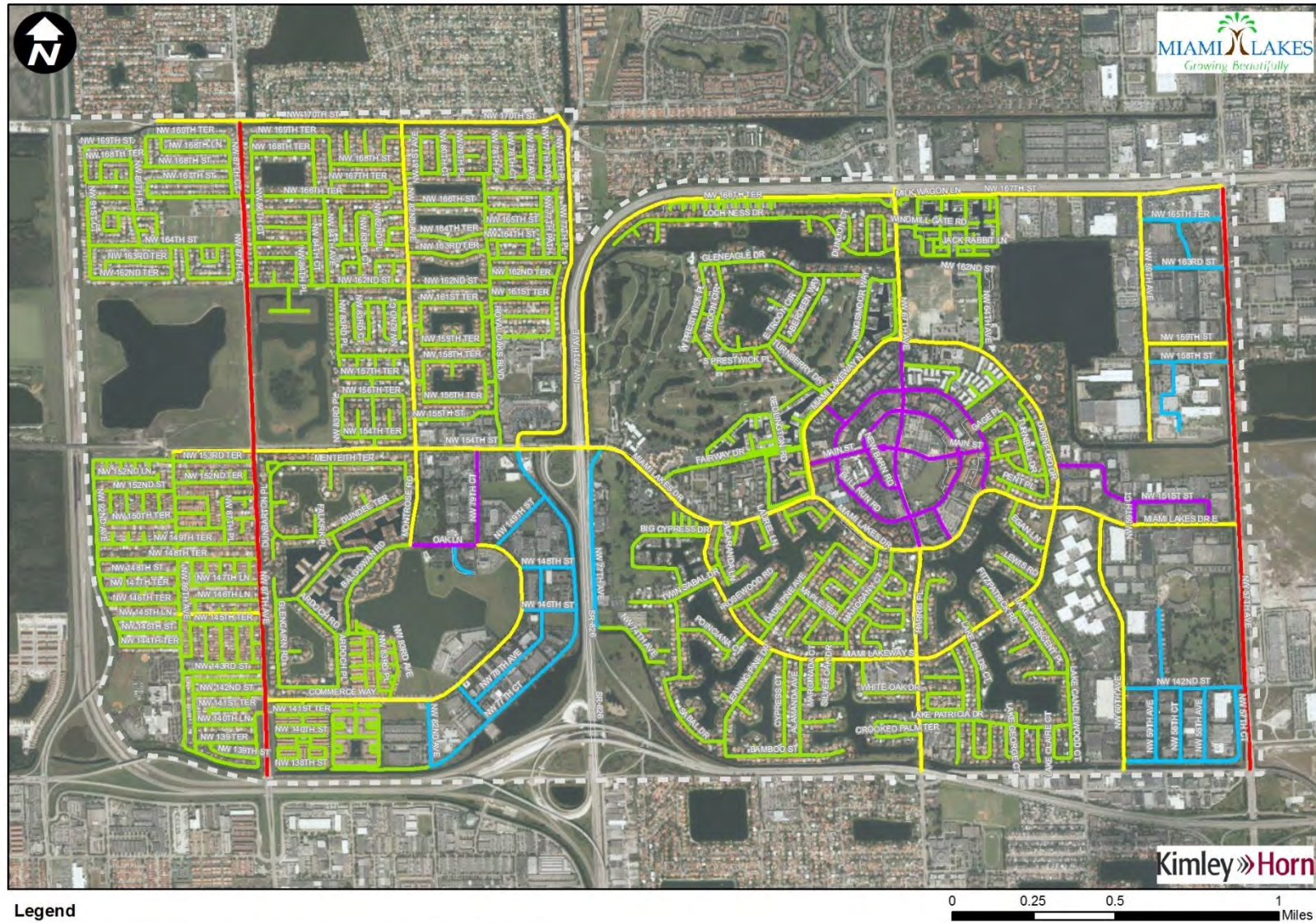
Street Type	Number of Lanes	Direction of Flow	Target Speed	Average Right-of-Way Width	Average Daily Traffic	On-Street Parking
<b>Thoroughfare</b>	4-6	2 way	30-35 mph	100'-80'	20,000	Rare
<b>Feeder Road</b>	2-4	1 or 2 way	20-35 mph	80'-70'	5,000-25,000	Rare
<b>Civic Street</b>	1-3	1 or 2 way	15-20 mph	50'	3,000-15,000	Yes
<b>Local Commercial</b>	1	1 or 2 way	15-20 mph	70'	NA	Rare
<b>Local Residential</b>	1	1 or 2 way	10-20 mph	50'	< 6,000	Yes

This section provides descriptions of each street typology, the specific design guidelines associated with the street typologies, and maps indicating the location of the designated roadways. **Figure 15** is a map illustrating the designated street typologies for each roadway within the Town.

For a complete list of roadways within the Town of Miami Lakes along with the identified typology designation, refer to **Appendix A**.



Figure 15: Town of Miami Lakes Street Typology Map





### Thoroughfare

A Thoroughfare is a regionally significant roadway providing connections between cities and districts, as well as connections across barriers such as freeways and waterways. The corridor supports movement of large volumes of people and accommodates longer trips. This roadway type has the widest right-of-way of the four identified typologies. Characteristics of a Thoroughfare may include:

- Connects cities and districts
- Provides connections across barriers (e.g. freeways, waterways)
- Supports movement of large volumes of people, accommodates longer trips
- Transit stops
- Raised, often landscaped medians
- Sidewalks, with separation from travel lanes by landscaping or adjacent shared-use path
- Bike lanes

Examples of existing Thoroughfares within the Town are provided in **Figure 16**.

**Figure 16: Sample Thoroughfare Corridors**



NW 87<sup>th</sup> Avenue (Southbound)



Red Road (Northbound)

*(Note: Existing wall can restrict expansion of sidewalk and the addition of other Complete Streets improvements.)*

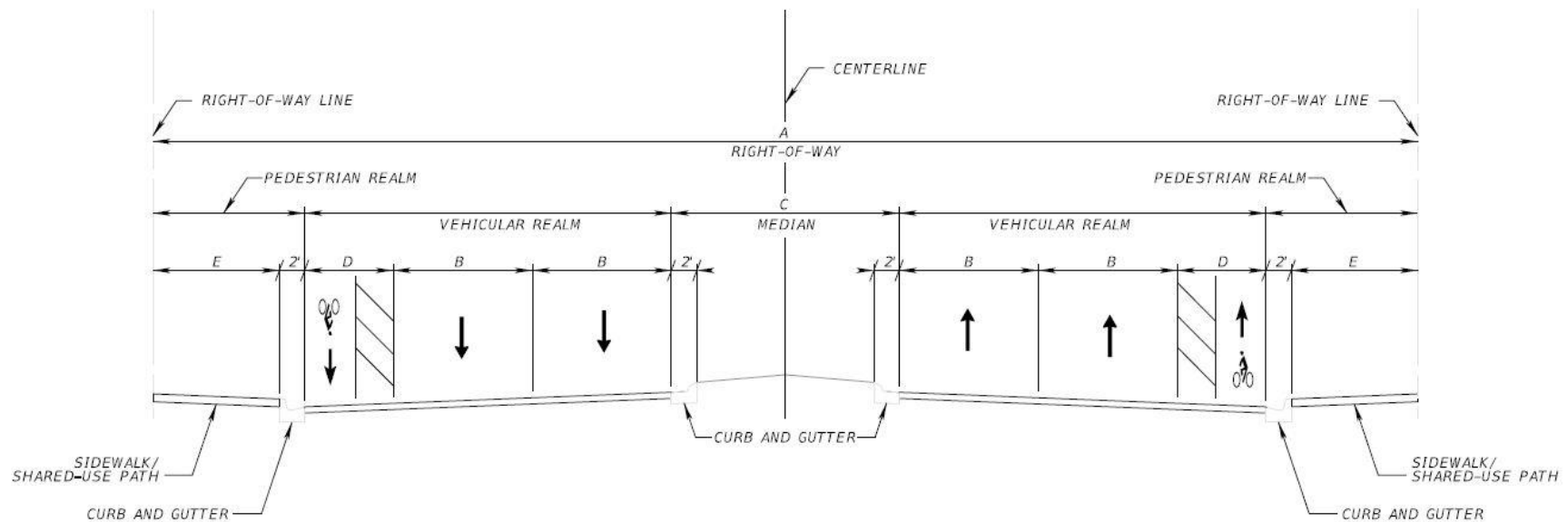
**Figure 17** is a map of the roadways designated as Thoroughfares within the Town. **Figure 18** is the recommended typical section for the designated roadways. Suggested alternatives to the dimensions of the recommended complete streets elements associated with the street typology are provided in the subsequent table.



Figure 17: Town of Miami Lakes Thoroughfare Map



Figure 18: Thoroughfare Cross Section Design Standard



	RIGHT-OF-WAY		VEHICULAR REALM			PEDESTRIAN REALM	
	A		B	C	D	E	
	RIGHT-OF-WAY	LANES	TRAVEL LANE	MEDIAN (incl C&G)	BIKE LANE	SIDEWALK/SHARED-USE PATH	CURB & GUTTER
OPTION 1	100'	4-Divided	11'	18'	7' BUFFERED	10'	2'
OPTION 2	80'	4-Divided	11'	12'	4'	6'	2'
OPTION 3	80'	4-Undivided	11'	NONE	4'	12'	2'



### Feeder Road

A Feeder Road is a key roadway that connects Thoroughfares and Civic Streets to provide access between urban centers and neighborhoods. Characteristics of a Feeder Road may include:

- Connections between urban centers and neighborhoods
- Connections to Thoroughfares and Civic Streets
- Transit stops
- Raised, often landscaped medians
- Sidewalks, with separation from travel lanes by landscaping or adjacent shared-use path
- Bike lanes or shared lane markings

Examples of existing Feeder roadways within the Town are provided in **Figure 19**.

**Figure 19: Sample Feeder Corridors**



*NW 82<sup>nd</sup> Avenue (Southbound)*



*NW 60<sup>th</sup> Avenue (Northbound)*

**Figure 20** is a map of the roadways designated as Feeders within the Town. **Figure 21** is the recommended typical section for the designated roadways. Suggested alternatives to the dimensions of the recommended complete streets elements associated with the street typology are provided in the subsequent table.

Figure 20: Town of Miami Lakes Feeder Road Map

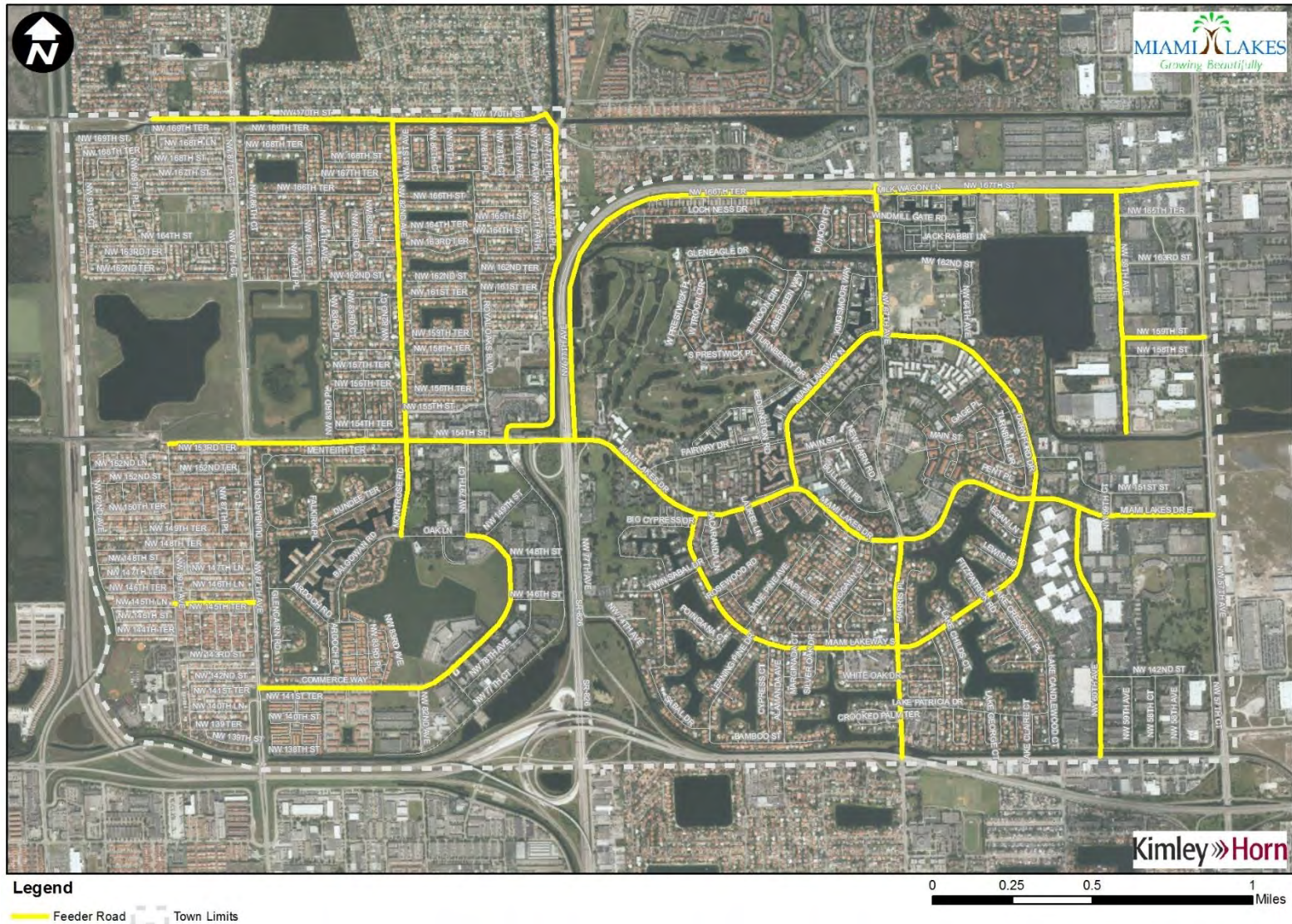
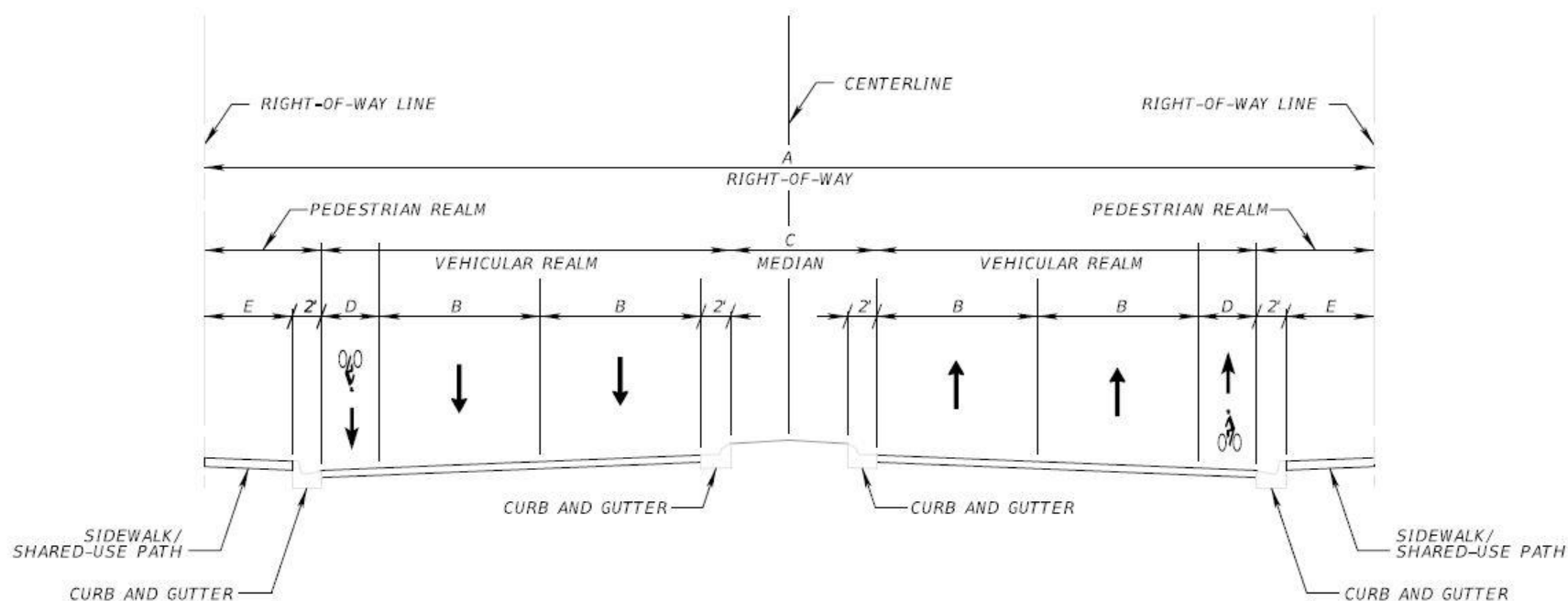




Figure 21: Feeder Road Cross Section Design Standard



	RIGHT-OF-WAY		VEHICULAR REALM			PEDESTRIAN REALM		
	A		B	C	D	H	E	
	RIGHT-OF-WAY	LANES	TRAVEL LANE	MEDIAN (incl C&G)	BIKE LANE	PEDESTRIAN BUFFER	SIDEWALK/SHARED-USE	CURB & GUTTER
OPTION 1	80'	4-Divided	11'	12'	4'	0	6'	2'
OPTION 2	80'	4-Undivided	11'	NONE	4'	2'	10'	2'
OPTION 3	70'	4-Undivided	10'	NONE	SHARROW	3'	10'	2'
OPTION 4	70'	2-Undivided	11'	NONE	7' BUFFERED	3'	12'	2'

**NOTE:** Where recommended, pedestrian buffers should be within the pedestrian realm, between the curb and sidewalk/shared-use path.



### Civic Street

A Civic Street is a pedestrian-oriented street in shopping and entertainment destinations which provides access to businesses and institutional facilities. Civic Streets are intended to provide balance between the needs of people passing through as well as the needs of those who live and work along the street. Characteristics of a Civic Street may include:

- Serves local traffic
- Connects commercial areas and neighborhoods
- Prioritizes local activity
- Allows for through movement
- On-street parking
- Sidewalks
- Bike lanes or shared lane marking

Examples of existing Civic roadways within the Town are provided in **Figure 22**.

**Figure 22: Sample Civic Corridors**



*Main Street (Westbound)*



*NW 151<sup>st</sup> Street (Westbound)*

**Figure 23** is a map of the roadways designated as Civic roadways within the Town. **Figure 24** is the recommended typical section for the designated roadways. Suggested alternatives to the dimensions of the recommended complete streets elements associated with the street typology are provided in the subsequent table.



**Figure 23: Town of Miami Lakes Civic Street Map**

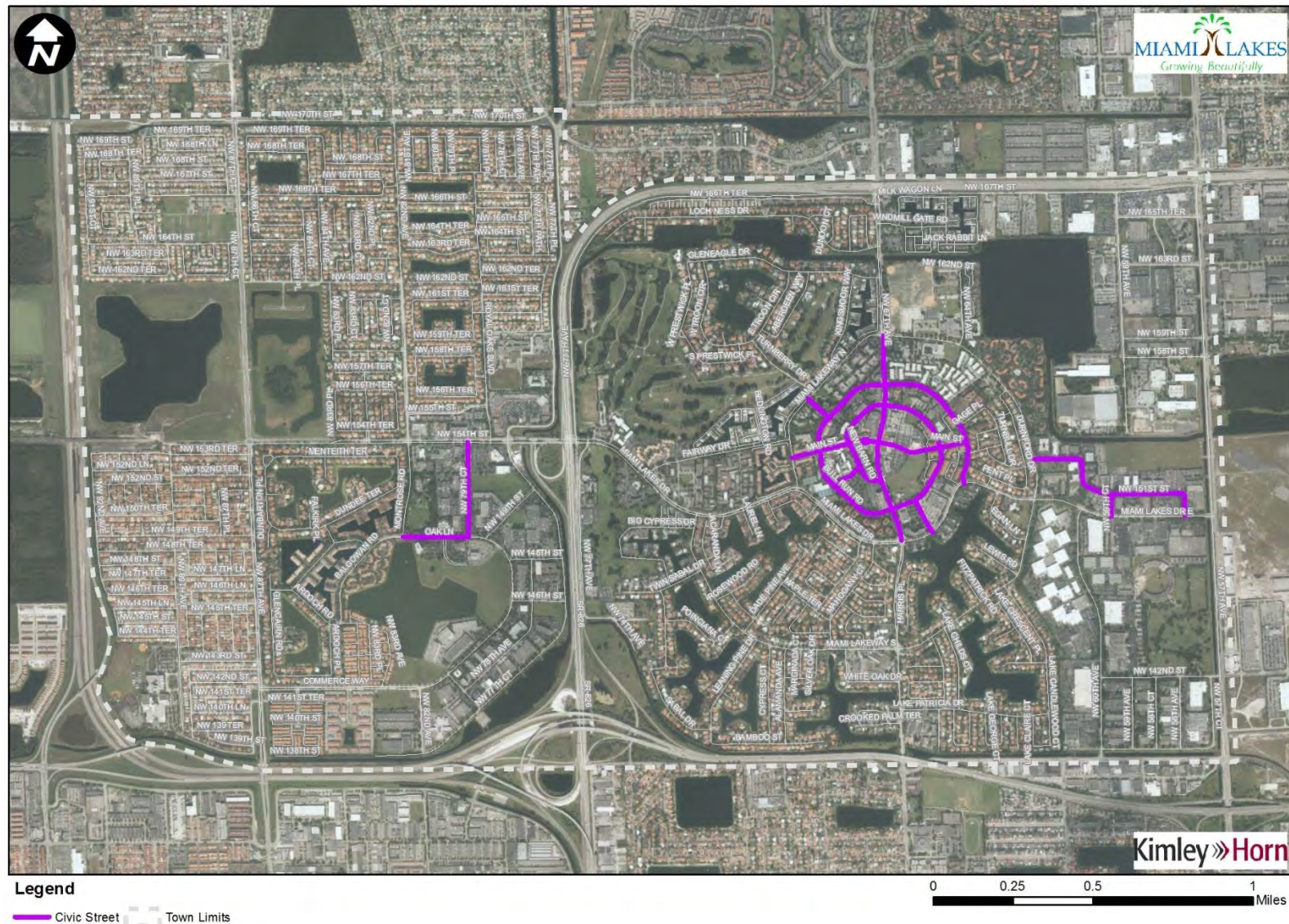
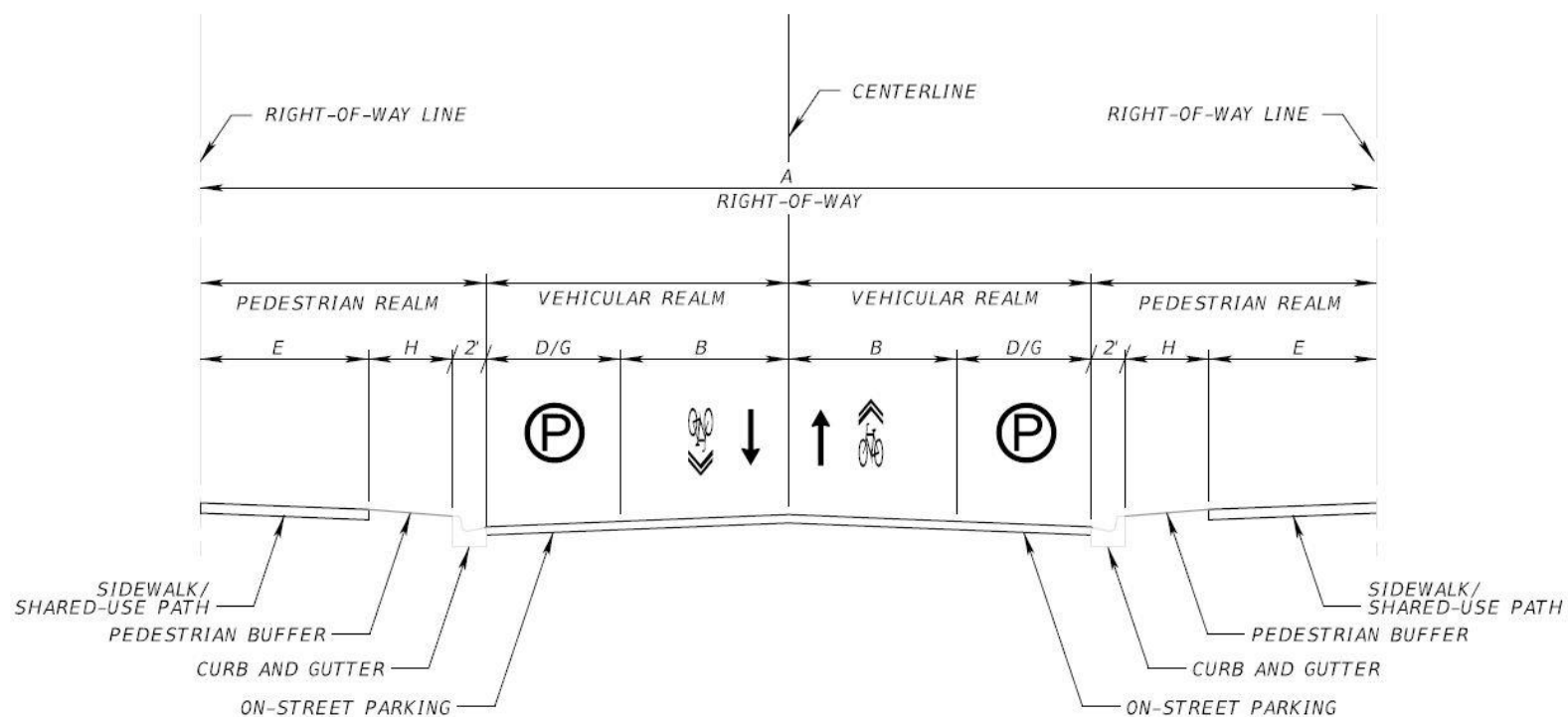


Figure 24: Civic Street Cross Section Design Standard



	RIGHT-OF-WAY		VEHICULAR REALM			PEDESTRIAN REALM		
	A		B	G	D	H	E	
	RIGHT-OF-WAY	LANES	TRAVEL LANE	ON-STREET PARKING	BIKE LANE	PEDESTRIAN BUFFER	SIDEWALK/SHARED-USE	CURB & GUTTER
OPTION 1	70'	2-Undivided	10'	8' ON-STREET PARKING	SHARROW	5'	10'	2'
OPTION 2	70'	2-Undivided	11'	NO ON-STREET PARKING	7' BUFFERED	5'	10'	2'
OPTION 3	80'	2-Undivided	11'	8' ON-STREET PARKING	7' BUFFERED	2'	10'	2'
OPTION 4	80'	4-Divided	11'	NO ON-STREET PARKING (12' Median)	SHARROW	2'	8'	2'

**NOTE:** For roadways without on-street parking, sharrows should be placed in the outside travel lane (lane closest to the curb).



## Local Street

Local Streets have low vehicle volumes and traffic speeds compared to the other roadway typologies. Two local street types have been identified for the Town of Miami Lakes; Local Residential and Local Commercial. The characteristics for these two roadway types are provided below.

### *Local Commercial Street*

- Supplemental streets that provide secondary means of vehicular service
- Focus on commercial delivery and loading/unloading of goods
- Connections to transit
- Sidewalks
- Separated bike lanes

### *Local Residential Street*

- Local streets with low vehicle volumes and low speeds
- Primarily provides connections to residential neighborhoods. May provide access to parks, schools or institutional facilities as well as local retail and services
- Little to no striping necessary
- Sidewalks
- Shared-lane markings along streets designated to have on-street facility by Town's *Greenways and Trails Master Plan*

Examples of existing local residential and commercial roadways within the Town are provided in **Figure 25**.

**Figure 25: Sample Local Commercial and Residential Corridors**



*NW 77<sup>th</sup> Court (Southwest bound) - Commercial*



*NW 79<sup>th</sup> Avenue (Southbound) – Residential*

Maps of the roadways designated as local commercial (**Figure 26**) and local residential (**Figure 28**) roadways are provided. Recommended typical sections for the designated roadways are provided in **Figure 27** and **Figure 29**. Suggested alternatives to the dimensions of the recommended complete streets elements associated with the street typologies are provided in the subsequent tables.



MIAMI LAKE  
Growing Beautifully

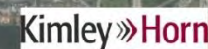
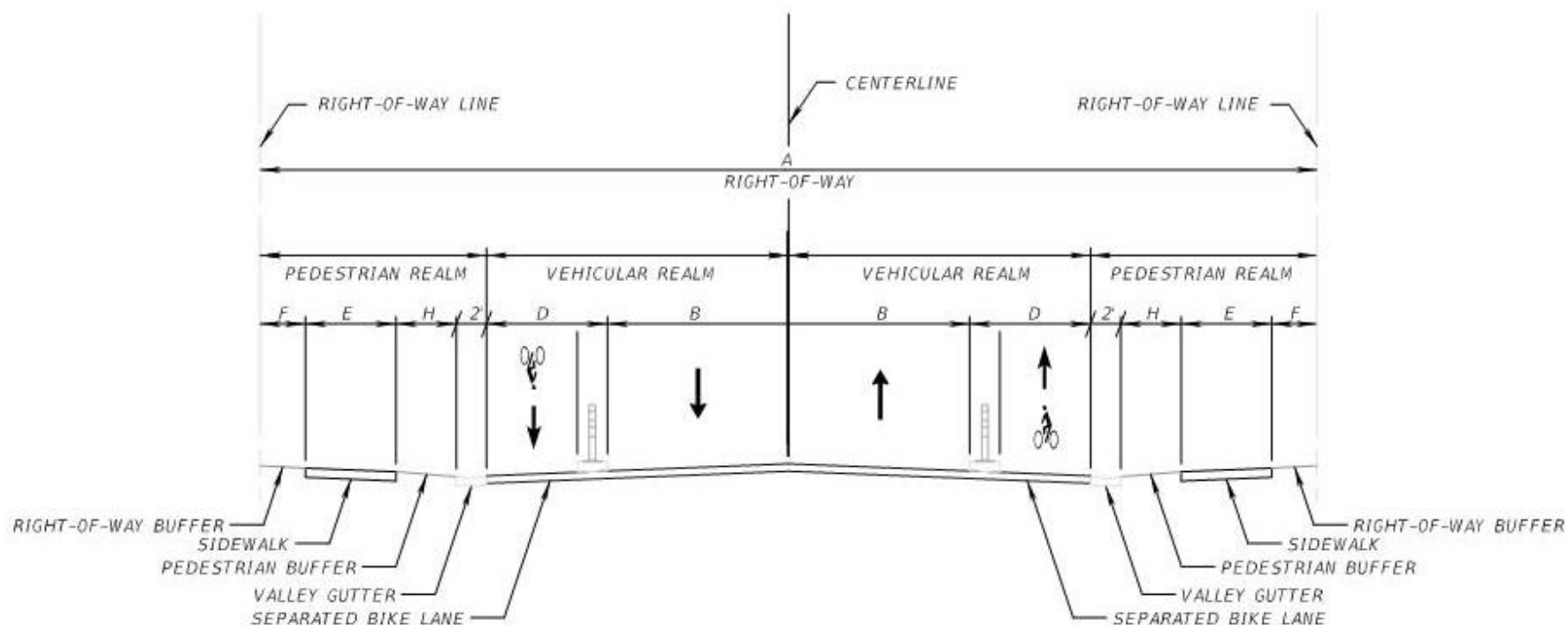




Figure 27: Local Commercial Street Cross Section Design Standard



	RIGHT-OF-WAY		VEHICULAR REALM		PEDESTRIAN REALM			
	A		B	D	H	E		F
	RIGHT-OF-WAY	LANES	TRAVEL LANE	BIKE LANE	PEDESTRIAN BUFFER	SIDEWALK	VALLEY GUTTER	ROW BUFFER
OPTION 1	70'	2-Undivided	12'	8' SEPARATED	4'	6'	2'	3'
OPTION 2	70'	2-Undivided	12'	8' SEPARATED	2'	8'	2'	3'
OPTION 3	70'	2-Undivided	12'	7' BUFFERED	4'	8'	2'	2'

**NOTE:** The right-of-way (ROW) buffer represents areas along the corridor that may have constraints and could restrict adding or widening recommended amenities due to existing fences, utilities or trees.

**Figure 28: Town of Miami Lakes Local Residential Street Map**

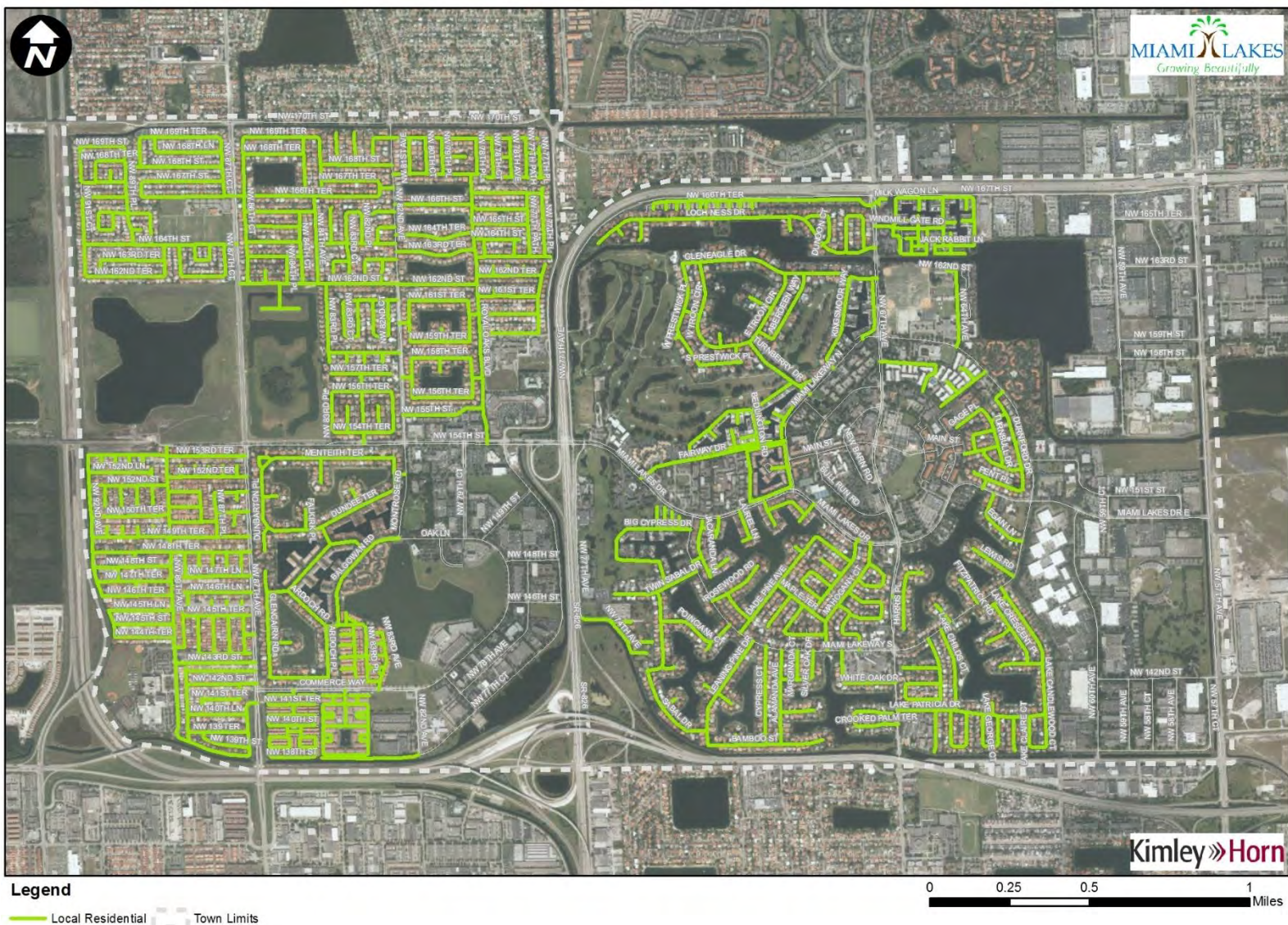
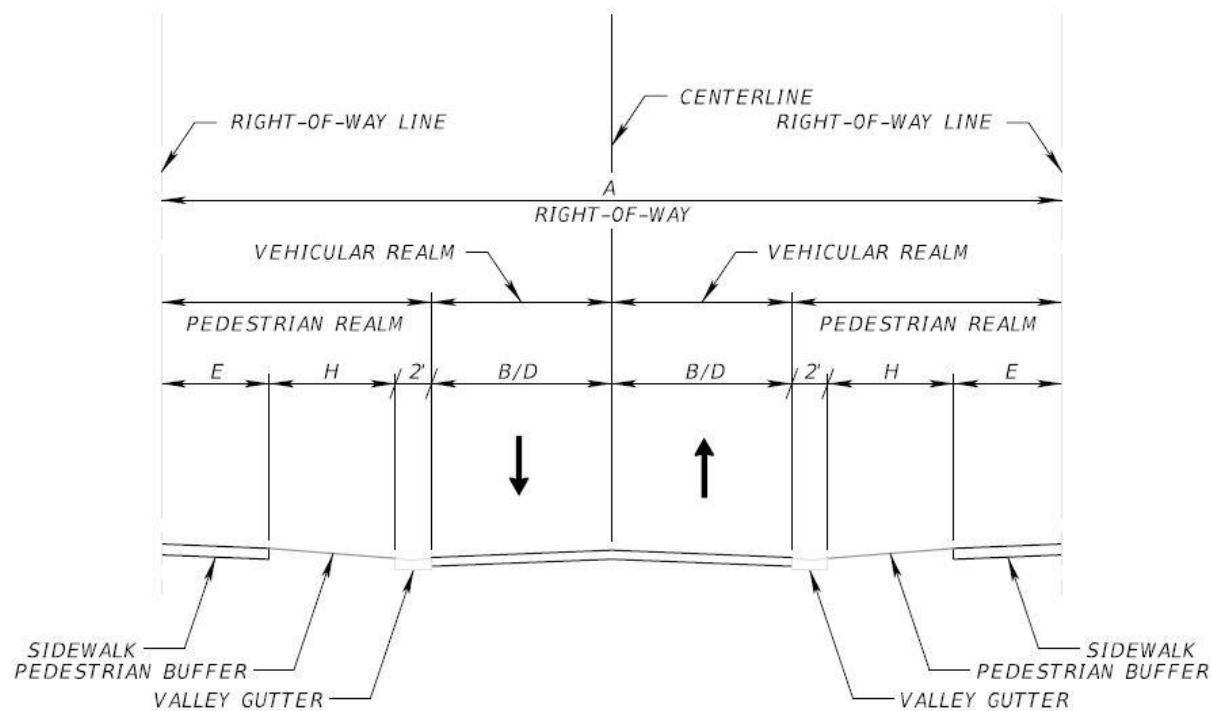




Figure 29: Local Residential Street Cross Section Design Standard



	RIGHT-OF-WAY		VEHICULAR REALM		PEDESTRIAN REALM		
	A		B	D	H	E	
	RIGHT-OF-WAY	LANES	TRAVEL LANE	BIKE LANE	PEDESTRIAN BUFFER	SIDEWALK	VALLEY GUTTER
OPTION 1	50'	2-Undivided	10'	SHARROW*	7'	6'	2'

**\*NOTE:** Sharrows will be recommended for roadways that are identified to have on-street facilities in the Town's *Greenways and Trails Master Plan*.

## TOWN INITIATIVES AND ECONOMIC OPPORTUNITIES

During the development of the street typology and roadway enhancements, attention was made towards the roadways within the Town's identified Complete Streets target areas around major destinations. The goal of these areas is to enhance the multimodal network and connectivity. To accomplish this goal, Complete Streets design standards should be applied as new projects or opportunities for development and redevelopment occur. Roadway enhancements within the strategic planning districts and around major destinations should be focused on walkability and enhanced multimodal connections for all users along the roadway. The Town's target areas are areas identified by the Town as:

- Opportunities for investment and redevelopment
- Places of interest along the corridors
- Underutilized land such as parking lots or vacant parcels
- Areas to encourage developers to build with a focus on multimodal access

Locations identified as major destinations are locations that provide the community with recreational, commercial, retail, dining, entertainment, or government services. Identified popular and major destinations in Miami Lakes include the following:

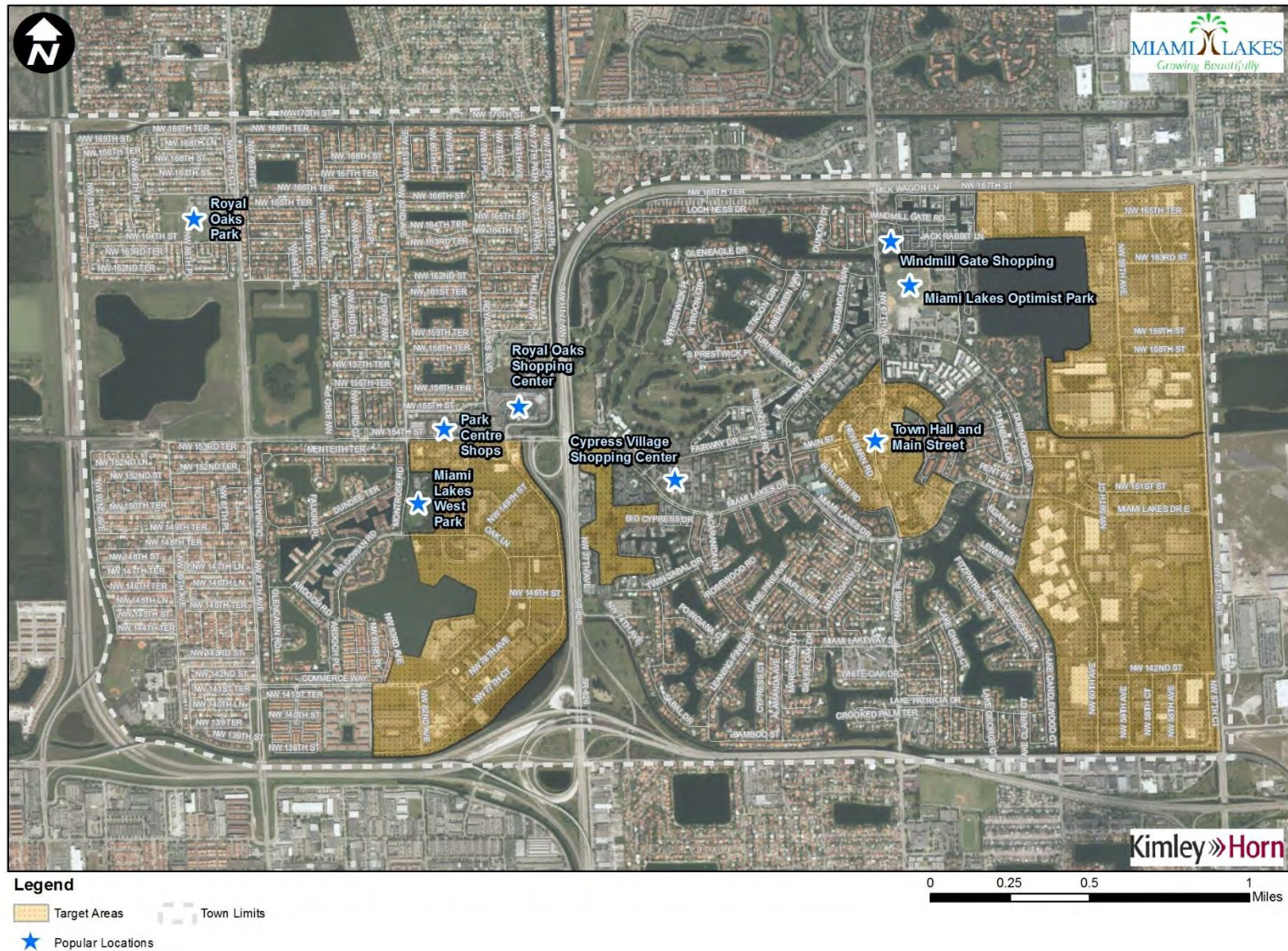
- Miami Lakes West Park – Provides pavilions, a basketball court, lighted walking path, and a playground. The site also includes the Mary Collins Community Center.
- Park Centre Shops - Provides shopping and business services for the Miami Lakes Business Park West and surrounding areas.
- Royal Oaks Shopping Center - Provides shopping and business services in Miami Lakes.
- Cypress Village Shopping Center - Includes a mix of restaurants and retail stores.
- Town Hall and Main Street - Main Street, the centerpiece of Miami Lakes Town Center, is an open-air mall in the center of Miami Lakes offering a mix of uses.
- Royal Oaks Park - Multipurpose-use park with athletic fields, playground, picnic pavilions, exercise/bike trail, butterfly garden, and concession stand. Park also includes the Roberto Alonso Community Center.
- Miami Lakes Optimist Park - Multipurpose-use park with athletic fields, outdoor basketball courts, outdoor tennis courts, walking path, picnic pavilions, and batting cages with lighting. Site includes a marina for fishing and the Boundless Playground.
- Windmill Gate Shopping - Provides mix of restaurants and retail and is adjacent to the community's regional library.

Implementation of the recommended Complete Streets elements supports objectives under the following goals from the Town's *Strategic Plan, 2015-2025*. A map of the identified target areas and major destinations is provided in **Figure 30**.

- Enhance Mobility
- Enhance Economic Development & Community Hubs
- Enhance Signature Beauty and Park Landscape



Figure 30: Town of Miami Lakes Complete Streets Target Areas and Popular Locations





### Safe Routes to School

One of the Miami Lakes Complete Streets goals is to design and develop neighborhoods that can facilitate children walking and biking safely to school in Miami Lakes by implementing capital projects that support development of safe routes to school. Florida's Safe Routes to School (SRTS) program focuses on helping communities address their school transportation needs and encourage more students to walk or cycle to school. It strives to enable and encourage children in grades Kindergarten through High School, including those with disabilities, to walk and bike to school; to make walking and biking to school safer and more appealing, and to facilitate the planning, development, and implementation of projects that will improve safety and reduce traffic, fuel consumption, and improve air quality in the vicinity of schools. In addition to encouraging more children to walk or cycle to school, the program also seeks to address the safety needs of children already walking or biking in less than ideal conditions.



Projects may include planning, design, and construction of infrastructure-related projects that will substantially improve the ability of students to walk and bicycle to school. The following types of projects are eligible under Florida Guidelines for funding:

**Pedestrian Facilities:** Includes new sidewalks and other pathways, sidewalk widening and sidewalk gap closures, all on the public right of way. Short pedestrian bridges may be able to be funded. Improvements to routes leading to bus stops.

**Bicycle Facilities:** Includes bicycle parking facilities such as bike racks, shelters and bike lockers on school grounds. These may be purchased for placement on public school property, but not on private property.

**Traffic Control Devices:** Includes new or upgraded marked crosswalks, pavement markings, traffic signs and signals, flashing beacons, bicycle-sensitive signal actuation devices, pedestrian countdown signals, pedestrian activated signal upgrades, and all other pedestrian and bicycle related traffic control devices.

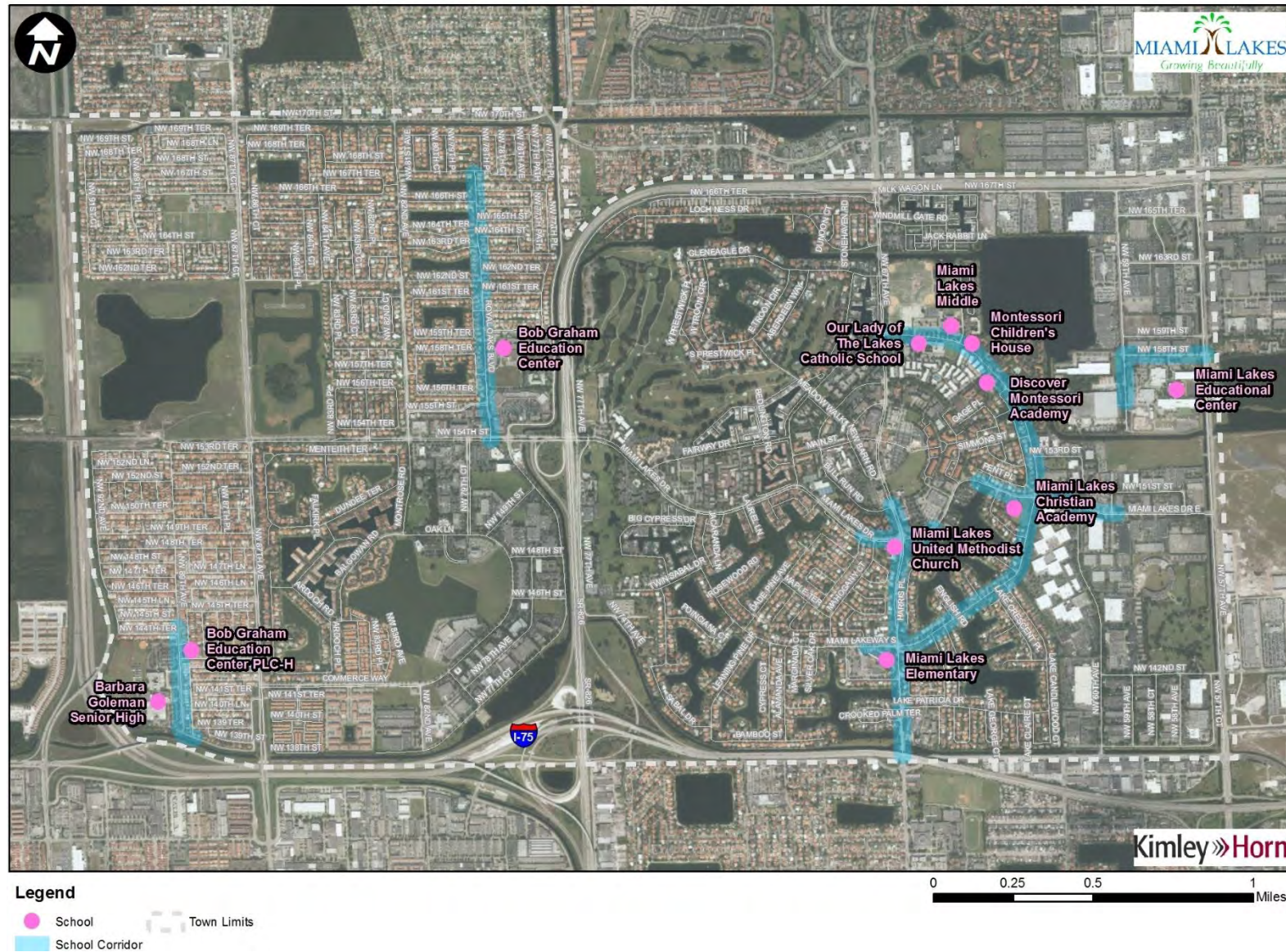


**Figure 31** provides a map of high priority school corridors within the Town of Miami Lakes.

All call for applications are done in September of each year and the completed applications are due by December 29.

For more information regarding the Safe Routes to School funding and program please visit <http://www.srtsfl.org/>

Figure 31: Town of Miami Lakes School Corridors





## CONCEPTS

To demonstrate how the proposed Complete Streets cross section can be modified and applied to existing roadways within the Town, three (3) corridors were selected by Town staff to have concept designs created. The three corridors selected are listed below and illustrated in **Figure 32**:

- NW 151/NW 153 Street
- NW 60 Avenue
- NW 79 Avenue

Identified improvements and constraints are listed for each segment of the corridors and planning level construction cost estimates are provided at the end of this section.

For a complete list of roadways and their typology designation refer to **Appendix A**.



### Figure 32: Concept Design Corridors



### NW 151/NW 153 Street Corridor Overview

The NW 151/NW 153 Street corridor is categorized as a Civic roadway. Civic roadways are defined by the Miami Lakes Complete Streets Guidelines as pedestrian-oriented streets in shopping and entertainment areas that provide access to businesses and institutional facilities.

The existing land uses along the corridor consist of office complexes. Buildings are setback from the road by large parking lots with limited pedestrian connections between the existing sidewalks, transit stops, and businesses. There are currently no existing bike facilities along the corridor and bus stops have limited amenities. The corridor is located within the Town's target area and is intended to be redeveloped with higher density mixed use developments.

**Table 2** is a summary table of the recommended improvements identified for the corridor and **Figure 33** illustrates the proposed cross section with conceptual rendering for the corridor. Detailed concept plans of the recommendations are provided on the subsequent pages.

**Table 2: NW 151/NW 153 Street Recommended Improvement Summary**

	NW 151 Street/153 Street	Existing	Proposed
<b>Roadway Right-of-Way</b>	<b>Right-of-Way Width</b>	60-80'	60-80'
	<b>Number of Lanes</b>	2	2
	<b>Lane Width</b>	14.5'	11'
	<b>Intersection and Drway Radii</b>	< 40'	15-25'
<b>Bike Facility</b>	<b>Bike Lane/Sharrow</b>	No	Buffered 7'
<b>Pedestrian Facilities</b>	<u>Left Side</u> Sidewalk ( $\leq 8'$ ) Shared Use Path ( $>8'$ )	8'	8'
	<u>Right Side</u> Sidewalk ( $\leq 8'$ ) Shared Use Path ( $>8'$ )	0'	8'
<b>Transit</b>	<b>Bus Pads</b>	0	4



**Figure 33: NW 151/NW 153 Street Proposed Cross Section and Concept Rendering**

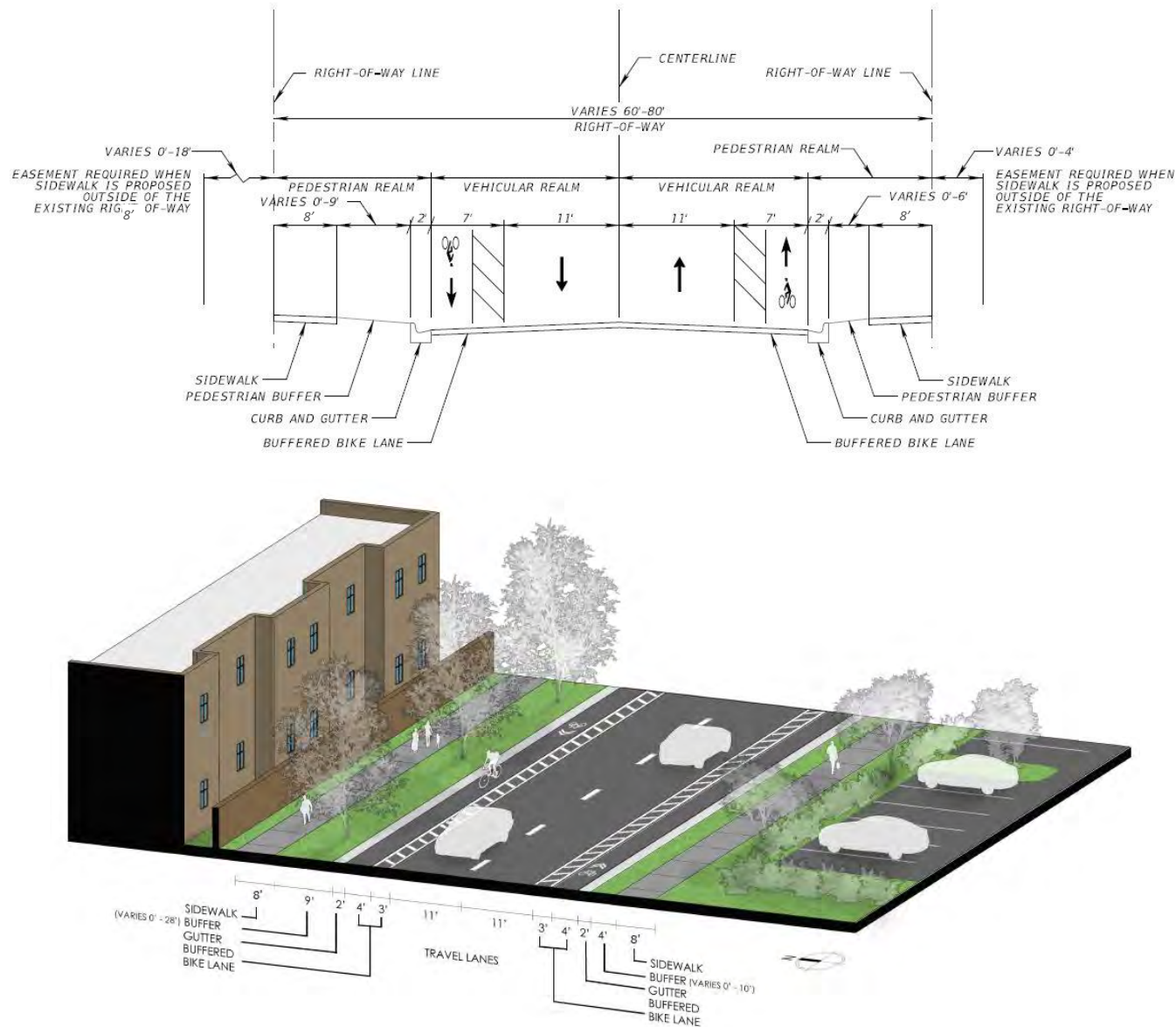




Figure 34: Civic Street - NW 151/NW 153 Street Proposed Concept (A-1)

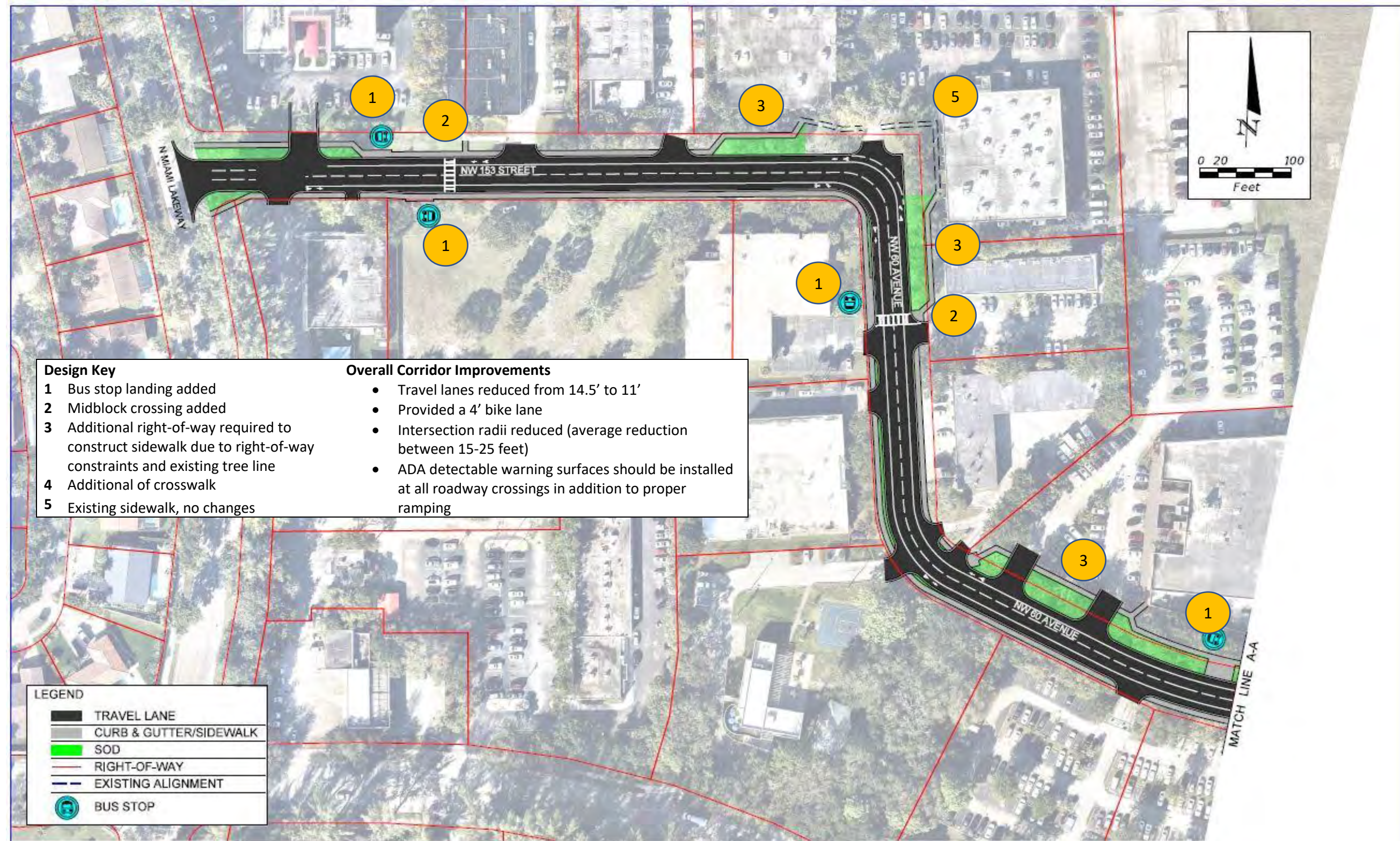




Figure 35: Civic Street - NW 151/NW 153 Street Proposed Concept (A-2)





### NW 60 Avenue Corridor Overview

The NW 60 Avenue corridor is categorized as a Feeder roadway. Feeder roadways are defined by the Miami Lakes Complete Streets Guidelines as roadways that connect Thoroughfares and Civic Streets providing access between urban centers and neighborhoods.

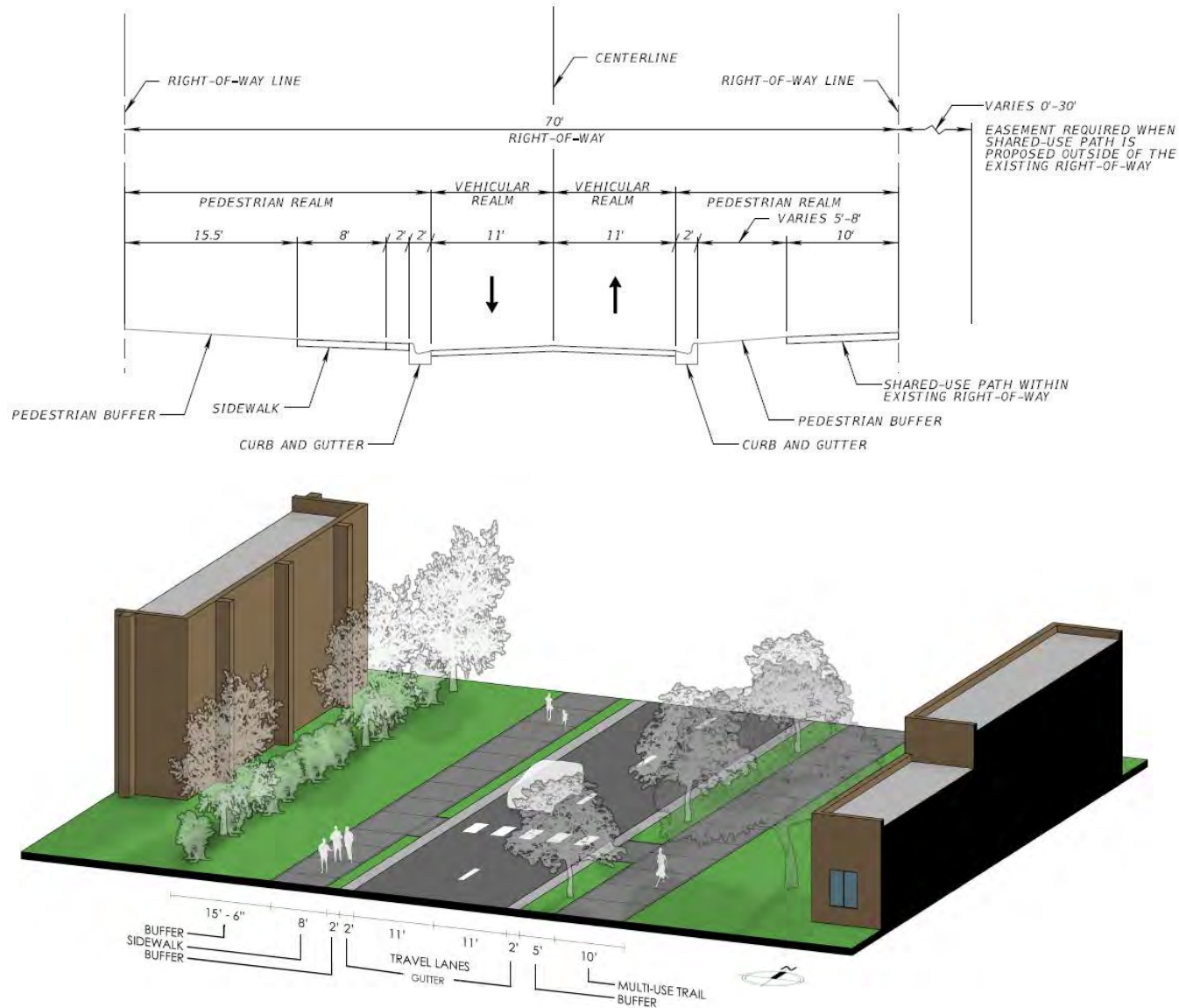
The existing land uses along the corridor consist of office complexes. Buildings are setback from the road by large parking lots with limited pedestrian connections between the existing sidewalks, transit stops, and businesses. There are currently no existing bike facilities along the corridor and bus stops have limited amenities. The corridor is located within the Town's target area and is intended to be redeveloped with higher density mixed use developments.

**Table 3** is a summary table of the recommended improvements identified for the corridor and **Figure 36** illustrates the proposed cross section and concept rendering for the corridor. Detailed concept plans of the recommendations are provided on the subsequent pages.

**Table 3: NW 60 Avenue Recommended Improvement Summary**

NW 60 Avenue		Existing	Proposed
Roadway Right-of-Way	Right-of-Way Width	70'	70'
	Number of Lanes	2	2
	Lane Width	14.5'	11'
	Intersection and Driveway Radii	< 30'	15-25'
Bike Facility	Bike Lane/Sharrow	No	No
Pedestrian Facilities	<u>Left Side</u>		
	Sidewalk ( $\leq 8'$ )	8'	8'
	Shared Use Path ( $>8'$ )		
	<u>Right Side</u>		
	Sidewalk ( $\leq 8'$ )	0'	10'
	Shared Use Path ( $>8'$ )		
Transit	Bus Pads	5	9

**Figure 36: NW 60 Avenue Proposed Cross Section and Concept Rendering**



NW 60 Avenue – Feeder Road Proposed (B-1)

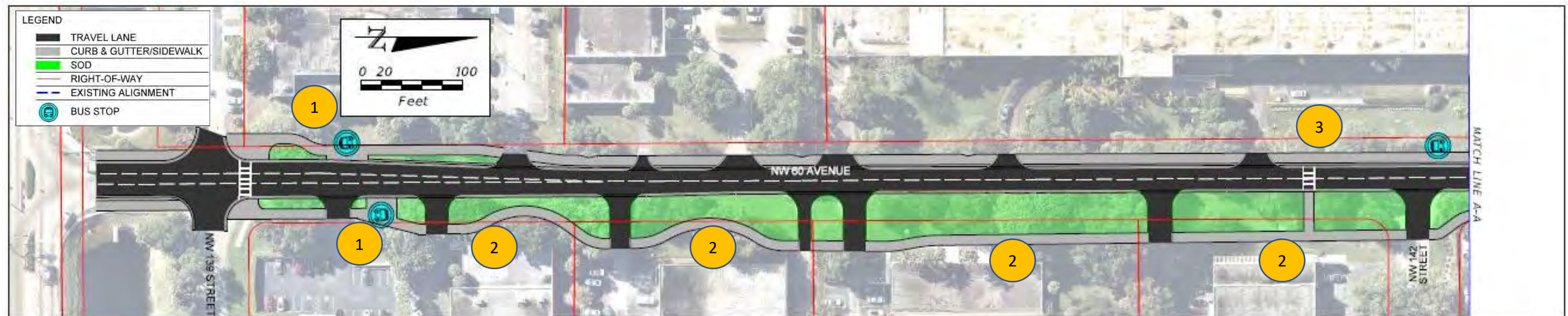
**Design Key**

- 1 Bus stop landing added
- 2 Additional right-of-way required to construct sidewalk due to right-of-way constraints and existing tree line
- 3 Midblock crossing added

**Overall Corridor Improvements**

- Travel lanes reduced from 14.5' to 11'
- Intersection radii reduced (average reduction between 15-25 feet)
- ADA detectable warning surfaces should be installed at all roadway crossings in addition to proper ramping

Figure 37: NW 60 Avenue Proposed (B-1)





NW 60 Avenue – Feeder Road Proposed (B-2)

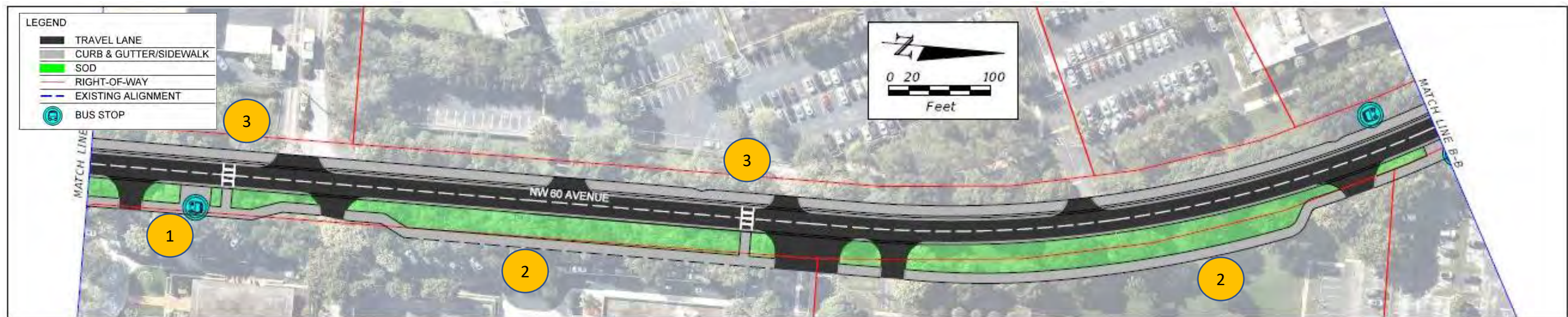
**Design Key**

- 1 Bus stop landing added
- 2 Additional right-of-way required to construct sidewalk due to right-of-way constraints and existing tree line
- 3 Midblock crossing added

**Overall Corridor Improvements**

- Travel lanes reduced from 14.5' to 11'
- Intersection radii reduced (average reduction between 15-25 feet)
- ADA detectable warning surfaces should be installed at all roadway crossings in addition to proper ramping

Figure 38: NW 60 Avenue Proposed (B-2)





NW 60 Avenue – Feeder Road Proposed (B-3)

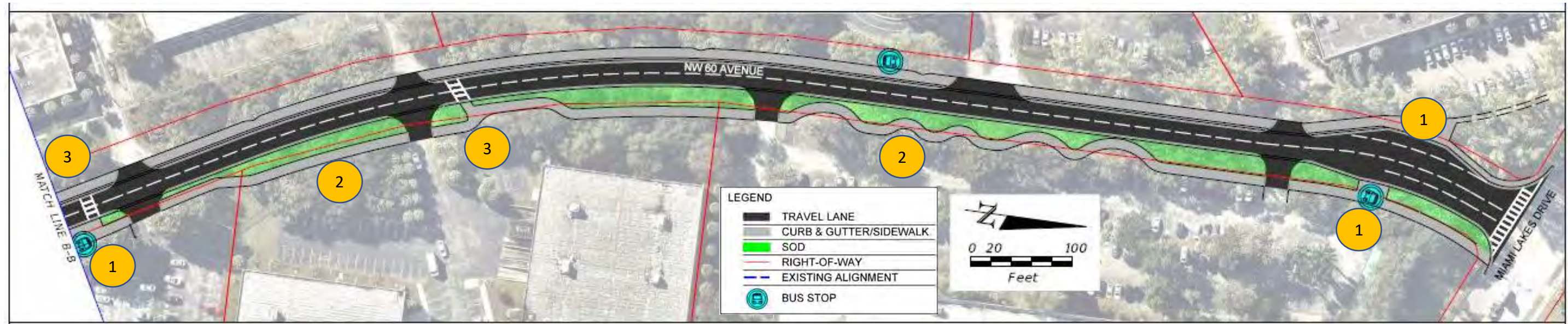
**Design Key**

- 1 Bus stop landing added
- 2 Additional right-of-way required to construct sidewalk due to right-of-way constraints and existing tree line
- 3 Midblock crossing added

**Overall Corridor Improvements**

- Travel lanes reduced from 14.5' to 11'
- Intersection radii reduced (average reduction between 15-25 feet)
- ADA detectable warning surfaces should be installed at all roadway crossings in addition to proper ramping

Figure 39: NW 60 Avenue Proposed (B-3)



### NW 79 Avenue Corridor Overview

The NW 79 Avenue corridor is categorized as a Local Residential roadway. Local Residential roadways are defined by the Miami Lakes Complete Streets Guidelines as roadways that primarily serve local trips and provide access to residential neighborhoods, parks, schools or institutional facilities. The roadways have low vehicle volumes and low traffic speeds.

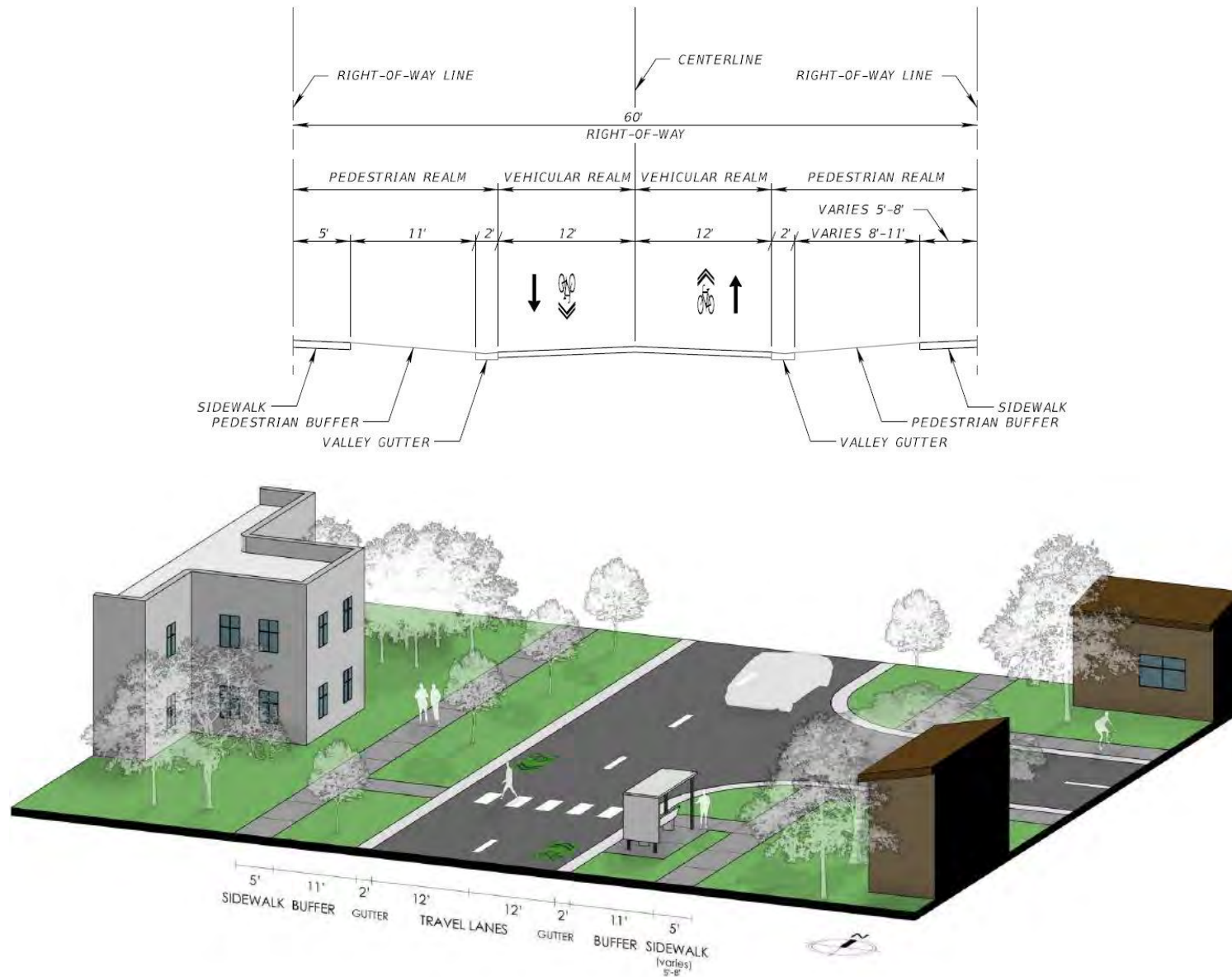
The existing land uses along the corridor consist of single family residential homes, with connections to Bob Gram Education Center and the Royal Oaks Plaza. There are currently no existing bike facilities along the corridor and bus stops have limited amenities. There are constraints along the corridor due to existing trees and residential walls/fences that impact sidewalk expansion opportunities. The corridor is located within a designated school corridor.

**Table 4** is a summary table of the recommended improvements identified for the corridor and **Figure 40** illustrates the proposed cross section and concept rendering for the corridor. Detailed concept plans of the recommendations are provided on the subsequent pages.

**Table 4: NW 79 Avenue Recommended Improvement Summary**

NW 79 Avenue		Existing	Proposed
Roadway Right-of-Way	Right-of-Way Width	60'	60'
	Number of Lanes	2	2
	Lane Width	12'	12'
	Intersection and Driveway Radii	< 50'	15-25'
Bike Facility	Bike Lane/Sharrow	No	Yes
Pedestrian Facilities	<u>Left Side</u> Sidewalk ( $\leq 8'$ )	5'	5'
	Shared Use Path ( $>8'$ )		
	<u>Right Side</u> Sidewalk ( $\leq 8'$ )	5'	5'
	Shared Use Path ( $>8'$ )		(8' near school)
Transit	Bus Pads	0	2

**Figure 40: NW 79 Avenue Proposed Cross Section and Concept Rendering**





NW 79 Avenue – Local Residential Proposed (C-1)

**Design Key**

- 1 Existing ROW constraints due to trees and adjacent property features inhibits sidewalk expansions
- 2 Bus stop landing added
- 3 Right-of-way constraints inhibit sidewalk expansion north of NW 160th Terrace due to existing residential wall along segment
- 4 Added standard crosswalk markings to existing textured crosswalk
- 5 Propose expanding existing sidewalk adjacent to school to 8'. Additional ROW may be required due to existing tree line
- 6 Propose addition of crosswalk markings

**Overall Corridor Improvements**

- Green sharrows added the full length of the corridor
- Intersection radii reduced (average reduction between 15-25 feet)
- ADA detectable warning surfaces should be installed at all roadway crossings in addition to proper ramping

Figure 41: NW 79 Avenue Proposed (C-1)





NW 79 Avenue – Local Residential Proposed (C-2)

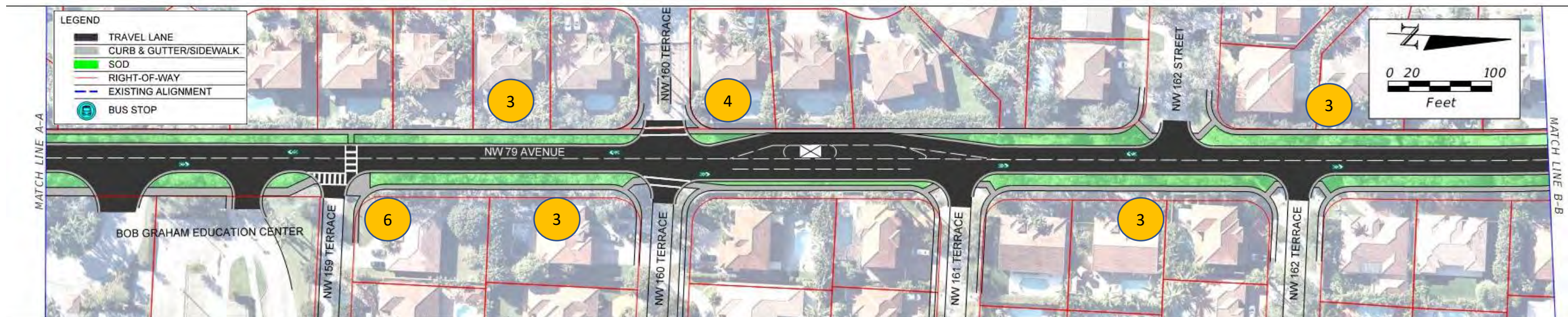
**Design Key**

- 1 Existing ROW constraints due to trees and adjacent property features inhibits sidewalk expansions
- 2 Bus stop landing added
- 3 Right-of-way constraints inhibit sidewalk expansion north of NW 160th Terrace due to existing residential wall along segment
- 4 Added standard crosswalk markings to existing textured crosswalk
- 5 Propose expanding existing sidewalk adjacent to school to 8'. Additional ROW may be required due to existing tree line
- 6 Propose addition of crosswalk markings

**Overall Corridor Improvements**

- Green sharrows added the full length of the corridor
- Intersection radii reduced (average reduction between 15-25 feet)
- ADA detectable warning surfaces should be installed at all roadway crossings in addition to proper ramping

Figure 42: NW 79 Avenue Proposed (C-2)





NW 79 Avenue – Local Residential Proposed (C-3)

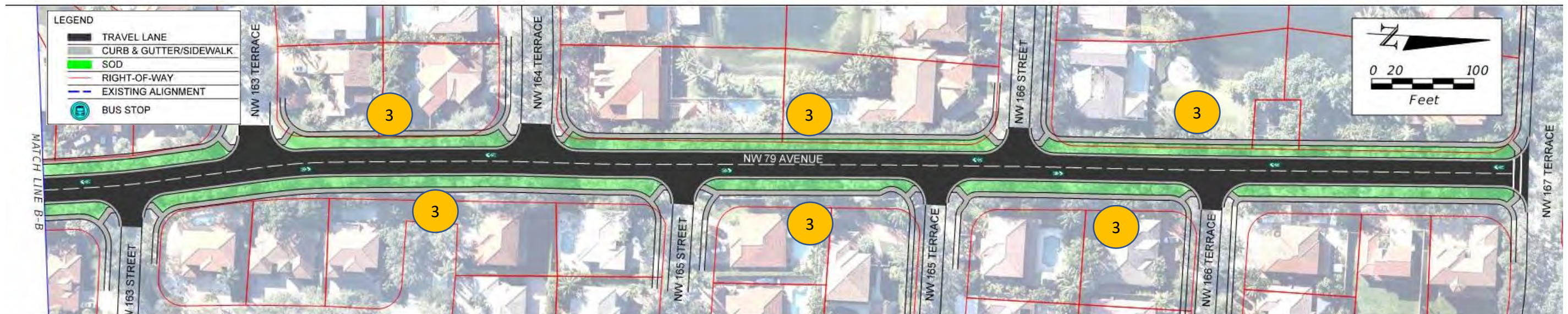
**Design Key**

- 1 Existing ROW constraints due to trees and adjacent property features inhibits sidewalk expansions
- 2 Bus stop landing added
- 3 Right-of-way constraints inhibit sidewalk expansion north of NW 160th Terrace due to existing residential wall along segment
- 4 Added standard crosswalk markings to existing textured crosswalk
- 5 Propose expanding existing sidewalk adjacent to school to 8'. Additional ROW may be required due to existing tree line
- 6 Propose addition of crosswalk markings

**Overall Corridor Improvements**

- Green sharrows added the full length of the corridor
- Intersection radii reduced (average reduction between 15-25 feet)
- ADA detectable warning surfaces should be installed at all roadway crossings in addition to proper ramping

Figure 43: NW 79 Avenue Proposed (C-3)



## OPINION OF PROBABLE CONSTRUCTION COST ESTIMATES

As part of the concept design for the three corridors preliminary planning level opinion of probable construction cost estimates were developed. The proposed modified Complete Streets cross sections for each corridor are provided with the cost estimates.

The construction cost estimates provide pay items for roadway, signing, and marking enhancements. The cost estimates do not include estimates for replacement of existing signs, design, permitting, survey, Geotech, construction observation services, right-of-way acquisition, or landscaping.



**NW 151/153 Street (Civic Street)**

ITEM NUMBER	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL COST
<b>ROADWAY PAY ITEMS</b>					
327-70-4	MILLING EXIST ASPH PAVT, 3" AVG DEPTH	SY	3706	\$ 4.00	\$ 14,824.00
334-1-13	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C	TN	1631	\$ 86.87	\$ 141,685.00
337-7-83	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-12.5, PG 76-22	TN	816	\$ 85.91	\$ 70,102.60
520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	3225	\$ 22.30	\$ 71,917.50
522-1	SIDEWALK, CONCRETE, 4" THICK	SY	4204	\$ 39.13	\$ 164,502.60
527-2	DETECTABLE WARNINGS	SF	816	\$ 26.81	\$ 21,877.00
570-1-2	PERFORMANCE TURF, SOD	SY	3127	\$ 3.16	\$ 9,881.40
<b>ROADWAY SUBTOTAL</b>					<b>\$ 494,790.10</b>
<b>SIGNING AND PAVEMENT MARKING PAY ITEMS</b>					
700-1-11	SINGLE POST SIGN, F&I GM, <12 SF	EA	18	\$ 423.21	\$ 7,617.80
711-11-123	THERMOPLASTIC, STD, WHITE, SOLID 12"	LF	344	\$ 1.84	\$ 633.00
711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	LF	614	\$ 3.50	\$ 2,149.00
711-11-160	THERMOPLASTIC, STD, WHITE, MESSAGE	EA	18	\$ 106.82	\$ 1,922.80
711-11-170	THERMOPLASTIC, STD, WHITE, ARROW	EA	25	\$ 52.13	\$ 1,303.30
711-11-224	THERMOPLASTIC, STD, YELLOW, SOLID, 18"	LF	100	\$ 2.39	\$ 239.00
711-15-101	THERMOPLASTIC, STD-OP, WHITE, SOLID, 6"	GM	2	\$ 4,105.75	\$ 6,442.90
711-15-201	THERMOPLASTIC, STD-OP, YELLOW, SOLID, 6"	GM	1	\$ 4,321.29	\$ 2,568.30
<b>SIGNING AND MARKING SUBTOTAL</b>					<b>\$ 22,876.10</b>
<b>SUB TOTAL</b>					<b>\$ 517,666.20</b>
	CONTINGENCY	LS	15%	-	\$ 77,649.93
<b>GRAND TOTAL</b>					<b>\$ 595,316.13</b>

Kimley-Horn and Associates, Inc. has no control over the cost of labor, materials, equipment, or services furnished by others, or over methods of determining price, or over competitive bidding or market conditions. Any and all professional opinions as to costs reflected herein, including but not limited to professional opinions as to the costs of construction materials, are made on the basis of professional experience and available data. Kimley-Horn and Associates, Inc. cannot and does not guarantee or warrant that proposals, bids, or actual costs will not vary from the professional opinions of costs shown herein.

# Town of Miami Lakes Complete Streets Program



## NW 60<sup>th</sup> Avenue (Feeder Road)

ITEM NUMBER	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL COST
<b>ROADWAY PAY ITEMS</b>					
520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	4,070	\$ 22.30	\$ 90,761.00
522-1	SIDEWALK, CONCRETE, 4" THICK	SY	5063	\$ 39.13	\$ 198,115.20
527-2	DETECTABLE WARNINGS	SF	1360	\$ 26.81	\$ 36,461.60
570-1-2	PEFORMANCE TURF, SOD	SY	8000	\$ 3.16	\$ 25,280.00
<b>ROADWAY SUBTOTAL</b>					<b>\$ 350,617.80</b>
<b>SUB TOTAL</b>					<b>\$ 350,617.80</b>
	CONTINGENCY	LS	15%	-	\$ 52,592.67
<b>GRAND TOTAL</b>					<b>\$ 403,210.47</b>

Kimley-Horn and Associates, Inc. has no control over the cost of labor, materials, equipment, or services furnished by others, or over methods of determining price, or over competitive bidding or market conditions. Any and all professional opinions as to costs reflected herein, including but not limited to professional opinions as to the costs of construction materials, are made on the basis of professional experience and available data. Kimley-Horn and Associates, Inc. cannot and does not guarantee or warrant that proposals, bids, or actual costs will not vary from the professional opinions of costs shown herein.

# Town of Miami Lakes Complete Streets Program



## NW 79<sup>th</sup> Avenue (Local Residential)

ITEM NUMBER	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL COST
<b>ROADWAY PAY ITEMS</b>					
327-70-4	MILLING EXIST ASPH PAVT, 3" AVG DEPTH	SY	3954	\$ 4.00	\$ 15,816.00
334-1-13	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C	TN	1740	\$ 86.87	\$ 151,153.80
337-7-83	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-12.5, PG 76-22	TN	791	\$ 85.91	\$ 67,954.90
520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	2740	\$ 22.30	\$ 61,102.00
520-3	VALLEY GUTTER - CONCRETE	LF	3500	\$ 20.26	\$ 70,910.00
522-1	SIDEWALK, CONCRETE, 4" THICK	SY	4775	\$ 39.13	\$ 186,845.80
527-2	DETECTABLE WARNINGS	SF	600	\$ 26.81	\$ 16,086.00
570-1-2	PEFORMANCE TURF, SOD	SY	7733	\$ 3.16	\$ 24,436.30
<b>ROADWAY SUBTOTAL</b>					<b>\$ 594,304.80</b>
<b>SIGNING AND PAVEMENT MARKING PAY ITEMS</b>					
700-1-11	SINGLE POST SIGN, F&I GM, <12 SF	EA	11	\$ 423.21	\$ 4,655.40
711-11-123	THERMOPLASTIC, STD, WHITE, SOLID 12"	LF	175	\$ 1.84	\$ 322.00
711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	LF	440	\$ 3.50	\$ 1,540.00
711-11-170	THERMOPLASTIC, STD, WHITE, ARROW	EA	14	\$ 52.13	\$ 729.90
711-11-224	THERMOPLASTIC, STD, YELLOW, SOLID, 18"	LF	225	\$ 2.39	\$ 537.80
711-15-101	THERMOPLASTIC, STD-OP, WHITE, SOLID, 6"	GM	1.84	\$ 4,105.75	\$ 7,554.60
711-15-201	THERMOPLASTIC, STD-OP, YELLOW, SOLID, 6"	GM	0.65	\$ 4,321.29	\$ 2,808.90
<b>SIGNING AND MARKING SUBTOTAL</b>					<b>\$ 18,148.60</b>
<b>SUB TOTAL</b>					<b>\$ 612,453.40</b>
	CONTINGENCY	LS	15%	-	\$ 91,868.01
<b>GRAND TOTAL</b>					<b>\$ 704,321.41</b>

Kimley-Horn and Associates, Inc. has no control over the cost of labor, materials, equipment, or services furnished by others, or over methods of determining price, or over competitive bidding or market conditions. Any and all professional opinions as to costs reflected herein, including but not limited to professional opinions as to the costs of construction materials, are made on the basis of professional experience and available data. Kimley-Horn and Associates, Inc. cannot and does not guarantee or warrant that proposals, bids, or actual costs will not vary from the professional opinions of costs shown herein.

## APPENDIX A: MIAMI LAKES ROADWAY INVENTORY



Street Name	Typology	Segment Length in Miles
ABERDEEN WAY	Local Residential	0.28
ALAMANDA AVE	Local Residential	0.29
ARDOCH PL	Local Residential	0.16
ARDOCH RD	Local Residential	0.20
BALGOWAN RD	Local Residential	0.38
BALLANTRAE CT	Local Residential	0.05
BAMBOO CT	Local Residential	0.03
BAMBOO ST	Local Residential	0.36
BEDLINGTON RD	Local Residential	0.59
BERWICK WAY	Local Residential	0.05
BIG CYPRESS CT	Local Residential	0.08
BIG CYPRESS DR	Local Residential	0.44
BOTTLE BRUSH DR	Local Residential	0.21
BRAEMAR CT	Local Residential	0.03
BRECKNESS PL	Local Residential	0.26
BRIAR PATCH PL	Local Residential	0.19
BRIDGE END RD	Local Residential	0.19
BULL RUN RD	Civic Street	0.67
BURNSIDE WAY	Local Residential	0.05
CAIRNRYAN CT	Local Residential	0.04
CASSIA PL	Local Residential	0.08
CEDAR CT	Local Residential	0.12
COCONUT AVE	Local Residential	0.07
COCONUT CT	Local Residential	0.07
COMMERCE WAY	Feeder Road	0.91
COTTON TAIL RD	Local Residential	0.10
COW PEN RD	Civic Street	0.48
CROOKED PALM CT	Local Residential	0.03
CROOKED PALM LN	Local Residential	0.12
CROOKED PALM PL	Local Residential	0.04
CROOKED PALM TER	Local Residential	0.14
CROWN GATE CT	Local Residential	0.04
CROWN GATE DR	Local Residential	0.15
CROWN GATE PL	Local Residential	0.04
CYPRESS CT	Local Residential	0.31
DADE PINE AVE	Local Residential	0.41
DADE PINE CT	Local Residential	0.11
DALKEITH LN	Local Residential	0.05
DORNOCH ROUND	Local Residential	0.04

DUNBARTON PL	Local Residential	0.34
DUNDEE TER	Local Residential	0.43
DUNOON CT	Local Residential	0.17
DURNFORD DR	Local Residential	0.34
E LOCH ISLE DR	Local Residential	0.14
E TROON CIR	Local Residential	0.27
EAGLE NEST LN	Civic Street	0.51
EGAN LN	Local Residential	0.21
ENGLISH RD	Local Residential	0.07
FAIRWAY DR	Local Residential	0.47
FALKIRK PL	Local Residential	0.06
FEARN DR	Local Residential	0.07
FINTRY PL	Local Residential	0.08
FITZPATRICK RD	Local Residential	0.09
FOX DEN CT	Local Residential	0.13
GAGE PL	Local Residential	0.13
GARVOCK PL	Local Residential	0.06
GLENCAIRN LN	Local Residential	0.07
GLENCAIRN RD	Local Residential	0.33
GLENCAIRN TER	Local Residential	0.18
GLENEAGLE DR	Local Residential	0.55
GLENNY TER	Local Residential	0.03
GOVERNORS SQUARE BLVD	Local Commercial	0.12
GREENTREE LN	Local Residential	0.05
HALDIMAND PL	Local Residential	0.05
HARRIS PL	Local Residential	0.22
HARRIS TER	Local Residential	0.03
HOLLY RD	Local Residential	0.29
HUTCHINSON RD	Local Residential	0.12
JACARANDA LN	Local Residential	0.41
JACK RABBIT LN	Local Residential	0.19
KILMARNOCK DR	Local Residential	0.20
KINGSMOOR WAY	Local Residential	0.39
KIPPFORD CT	Local Residential	0.06
LAKE BLUE DR	Local Residential	0.26
LAKE CANDLEWOOD CT	Local Residential	0.53
LAKE CHAMPLAIN TER	Local Residential	0.14
LAKE CHILDS CT	Local Residential	0.26
LAKE CLAIRE CT	Local Residential	0.15
LAKE COMO TER	Local Residential	0.12
LAKE CRESCENT PL	Local Residential	0.22

LAKE GENEVA RD	Local Residential	0.08
LAKE GEORGE CT	Local Residential	0.23
LAKE JUNE RD	Local Residential	0.09
LAKE LURE CT	Local Residential	0.26
LAKE PATRICIA DR	Local Residential	0.50
LAKE PLACID CT	Local Residential	0.13
LAKE SARANAC AVE	Local Residential	0.23
LAKE SUCCESS PL	Local Residential	0.10
LAUREL LN	Local Residential	0.14
LEANING PINE DR	Local Residential	0.47
LEMON TREE LN	Local Residential	0.08
LEWIS RD	Local Residential	0.15
LOCH NESS CT	Local Residential	0.04
LOCH NESS DR	Local Residential	0.99
LOCH NESS LN	Local Residential	0.07
MAHOGANY CT	Local Residential	0.38
MAIN ST	Civic Street	0.59
MAPLE TER	Local Residential	0.19
MARGINADA CT	Local Residential	0.09
MEADOW WALK	Civic Street	0.09
MENTEITH PL	Local Residential	0.09
MENTEITH TER	Local Residential	0.43
MIAMI LAKES DR	Feeder Road	0.57
MIAMI LAKES DR E	Feeder Road	0.13
MIAMI LAKEWAY N	Feeder Road	1.42
MIAMI LAKEWAY S	Feeder Road	1.60
MILK WAGON LN	Local Residential	0.31
MONTROSE RD	Feeder Road	0.30
MOULTRIE PL	Local Residential	0.15
N LOCH ISLE DR	Local Residential	0.11
N MIAMI LAKEWAY	Feeder Road	0.02
NEW BARN RD	Civic Street	0.36
NW 138TH ST	Local Residential	0.59
NW 138TH TER	Local Residential	0.11
NW 139TH LN	Local Residential	0.04
NW 139TH ST	Local Commercial	0.36
NW 139TH ST	Local Residential	0.15
NW 139TH TER	Local Residential	0.29
NW 140TH LN	Local Residential	0.19
NW 140TH ST	Local Residential	0.15
NW 140TH TER	Local Residential	0.15

NW 141ST LN	Local Residential	0.12
NW 141ST TER	Local Residential	0.27
NW 142ND LN	Local Residential	0.22
NW 142ND ST	Local Commercial	0.37
NW 142ND ST	Local Residential	0.34
NW 143RD ST	Local Residential	0.40
NW 143RD TER	Local Residential	0.30
NW 144TH ST	Local Residential	0.21
NW 144TH TER	Local Residential	0.31
NW 145TH LN	Local Residential	0.20
NW 145TH ST	Local Residential	0.33
NW 145TH TER	Local Residential	0.24
NW 146TH LN	Local Residential	0.22
NW 146TH ST	Feeder Road	0.25
NW 146TH ST	Local Commercial	0.17
NW 146TH TER	Local Residential	0.22
NW 147TH LN	Local Residential	0.25
NW 147TH TER	Local Residential	0.23
NW 148TH ST	Local Commercial	0.17
NW 148TH ST	Local Residential	0.24
NW 148TH TER	Local Residential	0.49
NW 149TH TER	Local Residential	0.49
NW 150TH ST	Local Residential	0.15
NW 150TH TER	Local Residential	0.35
NW 151ST ST	Civic Street	0.27
NW 151ST ST	Local Residential	0.10
NW 151ST TER	Local Residential	0.20
NW 152ND LN	Local Residential	0.20
NW 152ND ST	Local Residential	0.25
NW 152ND TER	Local Residential	0.25
NW 153RD ST	Civic Street	0.15
NW 153RD TER	Local Residential	0.49
NW 154TH ST	Feeder Road	2.83
NW 154TH TER	Local Residential	0.20
NW 155TH ST	Local Residential	0.26
NW 156TH TER	Local Residential	0.38
NW 157TH TER	Local Residential	0.25
NW 158TH ST	Local Commercial	0.26
NW 158TH TER	Local Residential	0.41
NW 159TH ST	Feeder Road	0.26
NW 159TH TER	Local Residential	0.46



NW 160TH ST	Local Residential	0.03
NW 160TH TER	Local Residential	0.33
NW 161ST TER	Local Residential	0.54
NW 162ND ST	Local Residential	0.77
NW 162ND TER	Local Residential	0.59
NW 163RD ST	Local Commercial	0.26
NW 163RD ST	Local Residential	0.37
NW 163RD TER	Local Residential	0.66
NW 164TH ST	Local Residential	1.03
NW 164TH TER	Local Residential	0.25
NW 165TH ST	Local Residential	0.46
NW 165TH TER	Local Commercial	0.26
NW 165TH TER	Local Residential	0.68
NW 166TH ST	Local Residential	0.24
NW 166TH TER	Local Residential	1.78
NW 167TH ST	Feeder Road	1.75
NW 167TH ST	Local Residential	0.44
NW 167TH TER	Local Residential	0.66
NW 168TH LN	Local Residential	0.20
NW 168TH ST	Local Residential	0.53
NW 168TH TER	Local Residential	0.46
NW 169TH ST	Feeder Road	0.05
NW 169TH ST	Local Residential	0.14
NW 169TH TER	Local Residential	1.00
NW 170TH ST	Feeder Road	1.23
NW 57TH AVE	Thoroughfare	1.78
NW 57TH CT	Civic Street	0.07
NW 57TH CT	Local Commercial	0.21
NW 58TH AVE	Local Commercial	0.38
NW 58TH CT	Local Commercial	0.23
NW 59TH AVE	Feeder Road	0.75
NW 59TH AVE	Local Commercial	0.22
NW 59TH CT	Civic Street	0.07
NW 60TH AVE	Civic Street	0.12
NW 60TH AVE	Feeder Road	0.79
NW 64TH AVE	Local Residential	0.24
NW 6600 BLOCK	Civic Street	0.01
NW 67TH AVE	Civic Street	0.66
NW 67TH AVE	Feeder Road	1.15
NW 70TH AVE	Local Residential	0.02
NW 70TH CT	Local Residential	0.03

NW 71ST AVE	Local Residential	0.03
NW 71ST CT	Local Residential	0.03
NW 72ND AVE	Local Residential	0.04
NW 72ND CT	Local Residential	0.03
NW 72ND PL	Local Residential	0.03
NW 73RD AVE	Local Residential	0.03
NW 73RD CT	Local Residential	0.02
NW 73RD PL	Local Residential	0.02
NW 74TH AVE	Local Residential	0.21
NW 77TH AVE	Feeder Road	0.84
NW 77TH AVE	Local Commercial	0.56
NW 77TH CT	Feeder Road	1.22
NW 77TH CT	Local Commercial	1.23
NW 77TH PATH	Local Residential	0.38
NW 77TH PL	Local Residential	0.53
NW 78TH AVE	Local Commercial	0.50
NW 78TH AVE	Local Residential	0.18
NW 78TH CT	Local Residential	0.18
NW 78TH PL	Local Residential	0.22
NW 79TH AVE	Local Residential	0.84
NW 79TH CT	Civic Street	0.30
NW 79TH CT	Local Residential	0.25
NW 79TH PL	Local Residential	0.15
NW 80TH AVE	Local Commercial	0.15
NW 80TH AVE	Local Residential	0.04
NW 80TH CT	Local Residential	0.11
NW 81ST AVE	Local Residential	0.11
NW 81ST CT	Local Residential	0.25
NW 82ND AVE	Feeder Road	1.00
NW 82ND AVE	Local Commercial	0.20
NW 82ND CT	Local Residential	0.52
NW 82ND PL	Local Residential	0.37
NW 83RD AVE	Local Residential	0.61
NW 83RD CT	Local Residential	0.57
NW 83RD PASS	Local Residential	0.04
NW 83RD PATH	Local Residential	0.18
NW 83RD PL	Local Residential	0.91
NW 84TH AVE	Local Residential	0.27
NW 84TH CT	Local Residential	0.53
NW 84TH PATH	Local Residential	0.14
NW 84TH PL	Local Residential	0.08

NW 85TH AVE	Local Residential	0.19
NW 85TH CT	Local Residential	0.16
NW 86TH CT	Local Residential	0.46
NW 87TH AVE	Thoroughfare	2.00
NW 87TH CT	Local Residential	0.64
NW 87TH PL	Local Residential	0.43
NW 88TH AVE	Local Residential	0.27
NW 88TH CT	Local Residential	0.42
NW 88TH PATH	Local Residential	0.14
NW 88TH PL	Local Residential	0.60
NW 89TH AVE	Local Residential	0.89
NW 89TH CT	Local Residential	0.37
NW 89TH PL	Local Residential	0.43
NW 90TH AVE	Local Residential	0.21
NW 90TH CT	Local Residential	0.13
NW 91ST AVE	Local Residential	0.21
NW 91ST CT	Local Residential	0.48
NW 92ND AVE	Local Residential	0.53
OAK LN	Civic Street	0.21
OAK LN	Feeder Road	0.28
OAK WALK	Local Residential	0.05
ORCHID DR	Local Residential	0.31
PALMETTO FRONTAGE RD	Local Residential	0.31
PALMETTO PALM AVE	Local Residential	0.27
PARKINSONIA DR	Local Residential	0.18
PENT PL	Local Residential	0.19
POINCIANA CT	Local Residential	0.29
QUEEN PALM TER	Local Residential	0.14
RAVENWOOD PL	Local Residential	0.06
REDNOCK LN	Local Residential	0.19
ROSEWOOD RD	Local Residential	0.18
ROYAL PALM AVE	Local Residential	0.03
ROYAL PALM CT	Local Residential	0.04
ROYAL PALM LN	Local Residential	0.05
S LOCH ISLE DR	Local Residential	0.14
S PRESTWICK PL	Local Residential	0.13
SABAL DR	Local Residential	0.67
SAWMILL LN	Local Residential	0.05
SEAGRAPE TER	Local Residential	0.11
SHADOW CT	Local Residential	0.05
SHARPECROFT CT	Local Residential	0.05

SHARPECROFT DR	Local Residential	0.14
SILVER OAK DR	Local Residential	0.18
SIMMONS ST	Local Residential	0.11
STONEHAVEN RD	Local Residential	0.26
TABEBUIA LN	Local Residential	0.16
TORPHIN PL	Local Residential	0.08
TURKEY RUN TER	Local Residential	0.05
TURNBERRY DR	Local Residential	0.25
TURNBULL DR	Local Residential	0.19
TURTLE ROCK TER	Local Residential	0.04
TWIN SABAL DR	Local Residential	0.27
W LOCH ISLE DR	Local Residential	0.16
W PRESTWICK PL	Local Residential	0.36
W TROON CIR	Local Residential	0.38
WHITE OAK DR	Local Residential	0.26
WILLOW CREEK DR	Local Residential	0.10
WILLOW LN	Local Residential	0.23
WINDMILL GATE RD	Local Residential	0.25
WOOD WALK	Local Residential	0.08



APPENDIX B: PUBLIC WORKSHOP PRESENTATION, OCTOBER 23, 2017



# Complete Streets Program

Kimley»Horn  
Expect More. Experience Better.



## Agenda

- ▶ Project Overview
- ▶ What is a Complete Street
- ▶ Miami Lakes Street Typologies
- ▶ Public Input
- ▶ Meeting Wrap-up

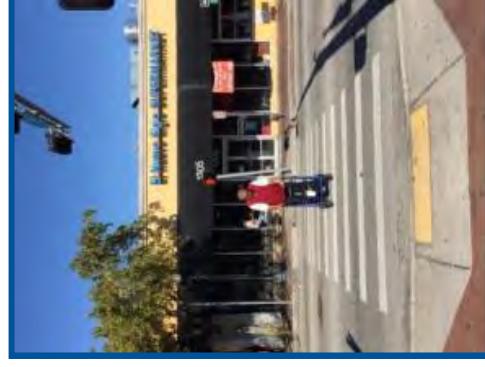
## Project Overview

- ▶ Project Objective
- ▶ Review of past studies and current policies
- ▶ Roadway inventory
- ▶ Development of Miami Lakes specific roadway typology
- ▶ Develop Miami Lakes Complete Streets Guidelines
- ▶ Develop sample concept designs and cost estimates



## What is a Complete Street?

- ▶ Infrastructure enhancements that use additional pedestrian and bike improvements to give ALL users a greater share of the right-of-way
  - Designing for all modes of transportation, all people, all ages, regardless of physical ability
  - Physical barriers between travel lanes and pedestrian/bicycle pathways
  - Pavement markings
- ▶ Focus: increasing safety without compromising traffic flow
  - Sustainable modes of travel
  - Alternative ways to access to jobs, entertainment, and points of interest



# County Complete Streets

Focuses on safety and access for all users, of all ages and abilities.

- Provides policy and guidance to all parties involved in street design projects
  - Supports the development of streets that are safe for all users, with consistency in policy and design across all street projects in the County
- Champions innovative designs which treat all people equally whether they are walking, bicycling, taking transit, or using an automobile.



## Safer People, Safer Streets

### Pedestrian Fatalities



People Injured While Walking  
in Crashes with Motor Vehicles in Miami-Dade County  
2007-2015

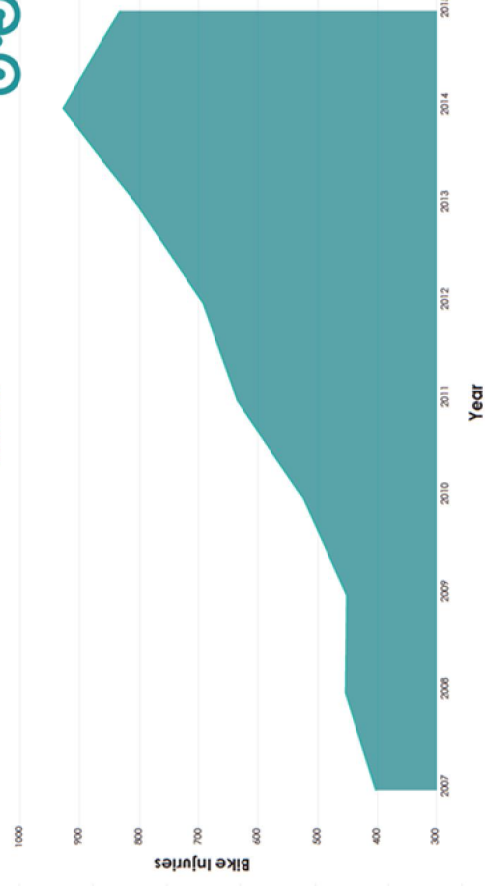


Data: Florida DHSMV

### Bicyclist Injuries



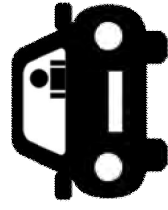
People Injured While Biking  
in Crashes with Motor Vehicles in Miami-Dade County  
2007-2015



Data: Florida DHSMV

## Safer People, Safer Streets

If hit by a person  
driving at:



20  
MPH

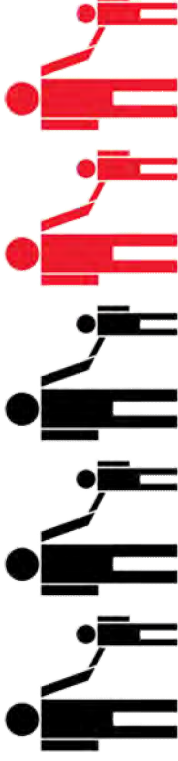
% risk of person dying:



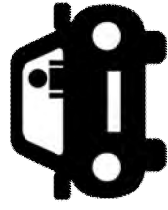
10%



30  
MPH



40%



40  
MPH



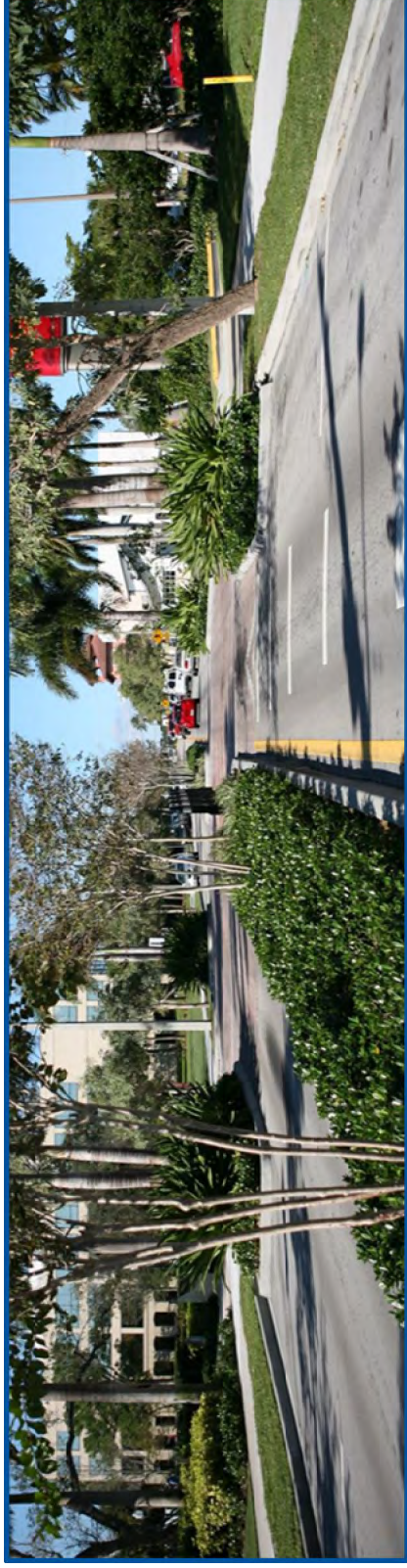
80%

FIGURE 2-1 FATALITY RATES BY IMPACT SPEED/MIAMI-DADE COMPLETE STREETS DESIGN GUIDELINES DRAFT

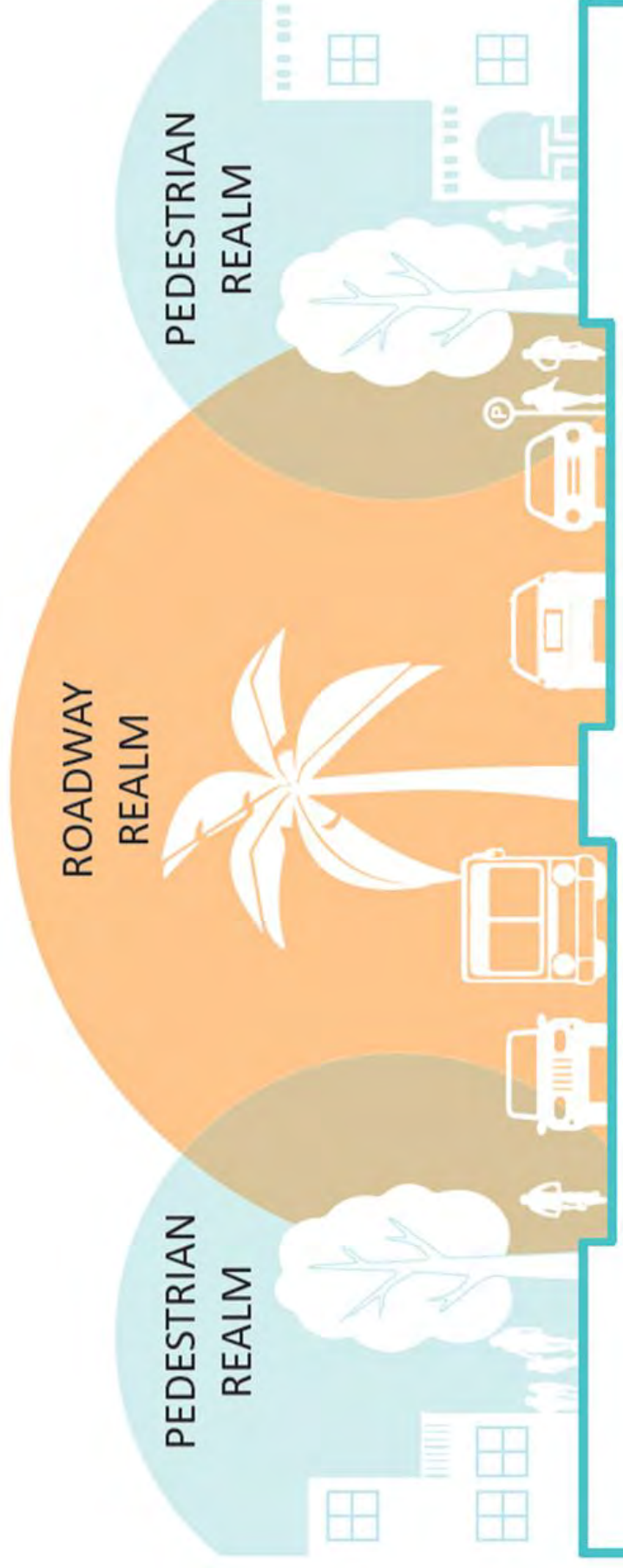


## Safer People, Safer Streets

- Recognizes that the way we design our streets impacts the behavior of street users
  - Safety of all users as the fundamental theme
  - Guide users through physical and environmental cues
  - Manage speed
  - Encourage walking, bicycling, and public transit use
  - Embrace the unique place characteristics around the street



## Cross-Section Elements





# Complete Streets Program

## Examples in Miami-Dade



SW 27<sup>th</sup> Avenue - Before



# Complete Streets Program

## Examples in Miami-Dade



SW 27<sup>th</sup> Avenue - After



# Complete Streets Program

## Examples in Miami-Dade



SW 57<sup>th</sup> Ave – Before

# Complete Streets Program

## Examples in Miami-Dade



Red Road – After

## How Are Streets Categorized?

- ▶ Roadway typologies developed from County's Complete Streets Guidelines
  - Modified to be Miami Lakes specific
- ▶ Factors
  - Functional classification system
  - Existing roadway characteristics
  - Land uses



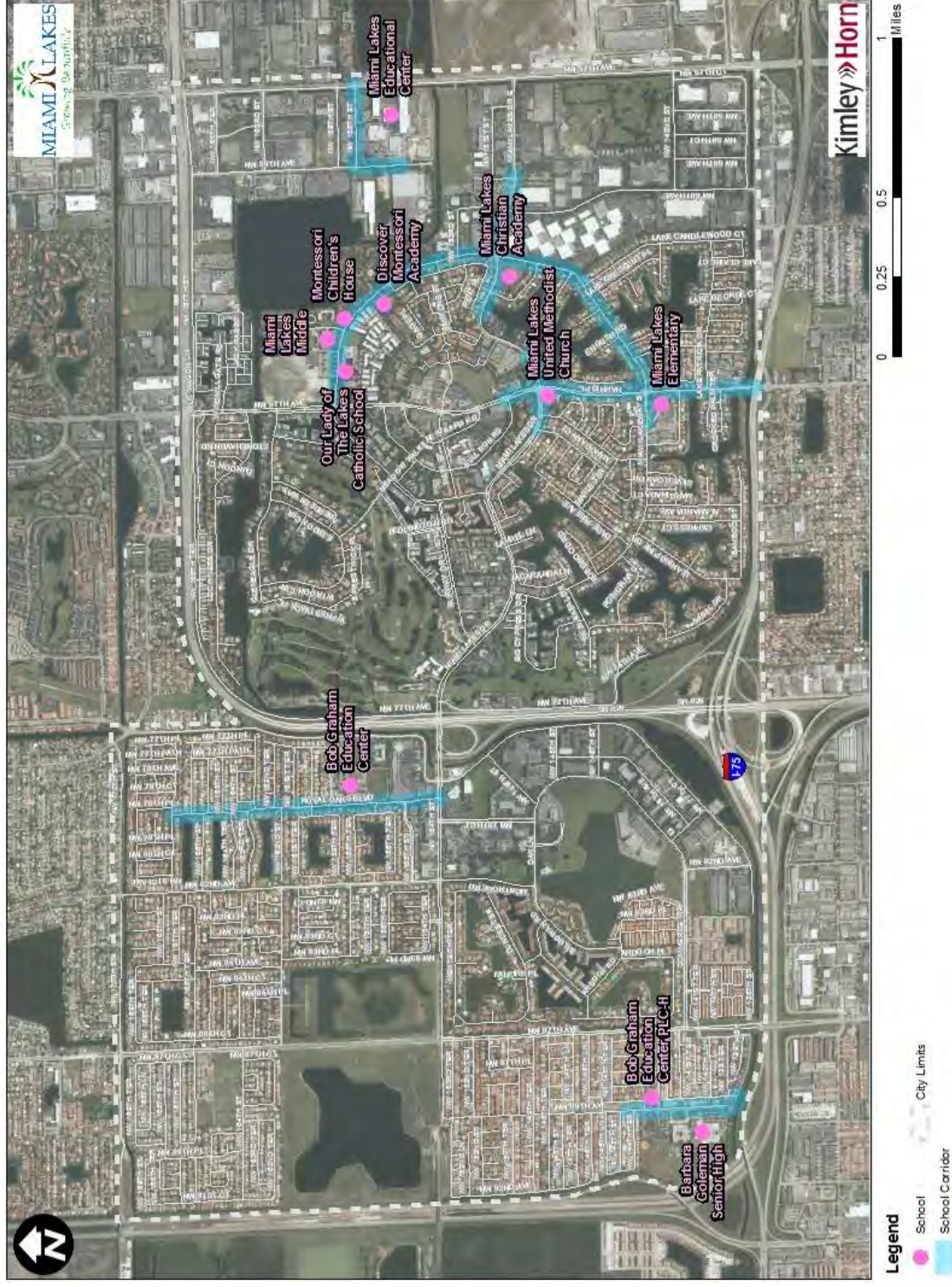
## Miami Lakes Roadway Typologies

- ▶ Thoroughfare
- ▶ Feeder Road
- ▶ Civic Street
- ▶ Local Roads
  - Local Commercial
  - Local Residential

Street Type	Number of Lanes	Direction of Flow	Target Speed	Average Right-of-Way Width	Average Daily Traffic	On-Street Parking
Thoroughfare	4-6	2 way	30-35 mph	100'-80'	20,000	Rare
Feeder Road	2-4	1 or 2 way	20-35 mph	80'-70'	5,000-25,000	Rare
Civic Street	1-3	1 or 2 way	15-20 mph	50'	3,000-15,000	Yes
Local Commercial	1	1 or 2 way	15-20 mph	70'	NA	
Local Residential	1	1 or 2 way	10-20 mph	50'	< 6,000	Yes



## School Corridors Overview



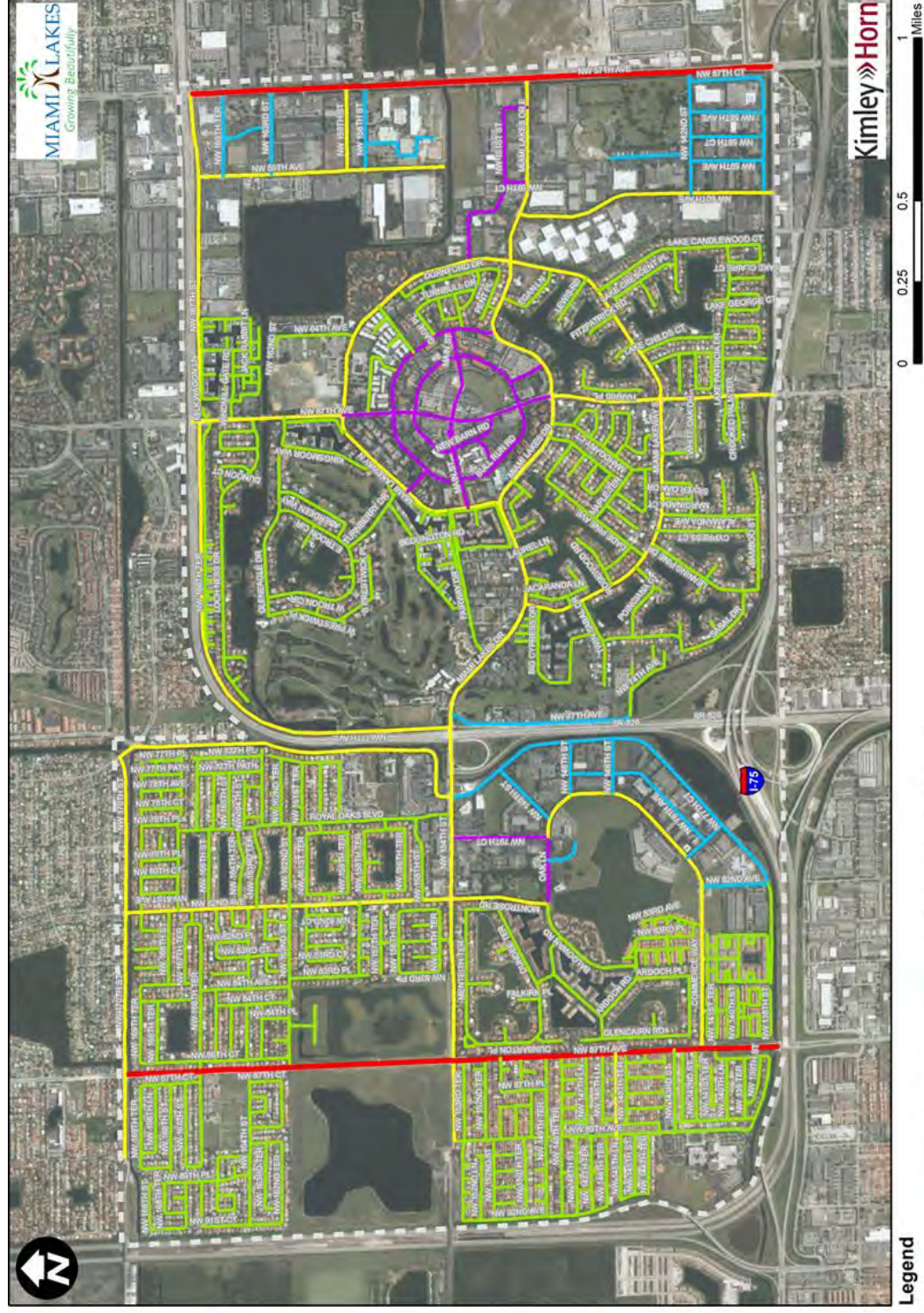


## Complete Streets Target Areas Major Destinations Overview





## Street Typology Overview





# Complete Streets Program

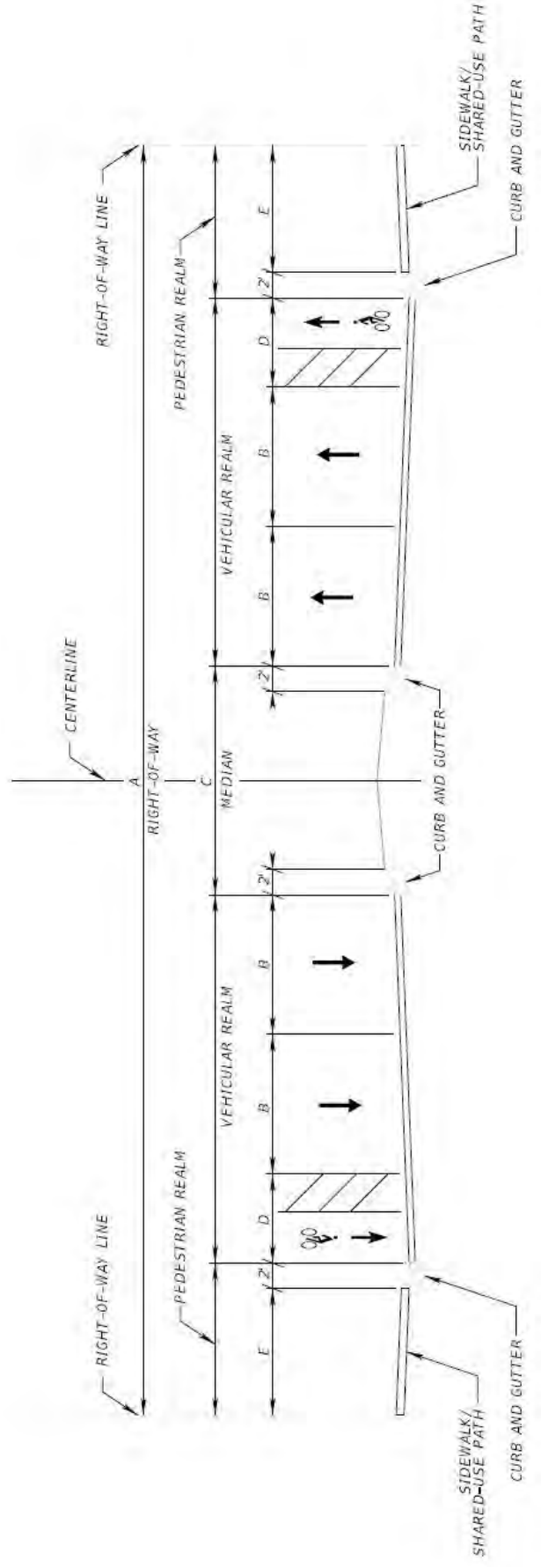
## Thoroughfare

- Provides connections to different areas of the County
- Provides connections across barriers (e.g. freeways, waterways)
- Supports movement of large volumes of people, accommodates longer trips





## Thoroughfare

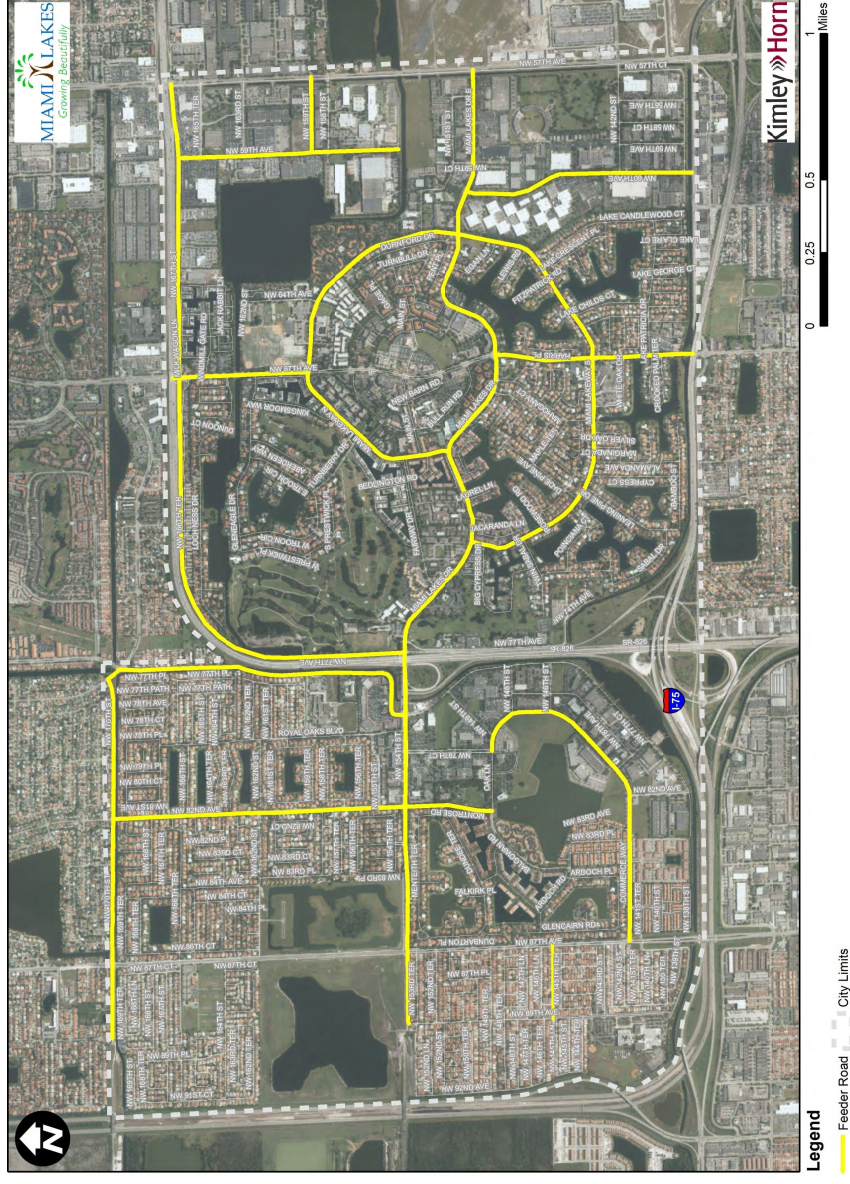
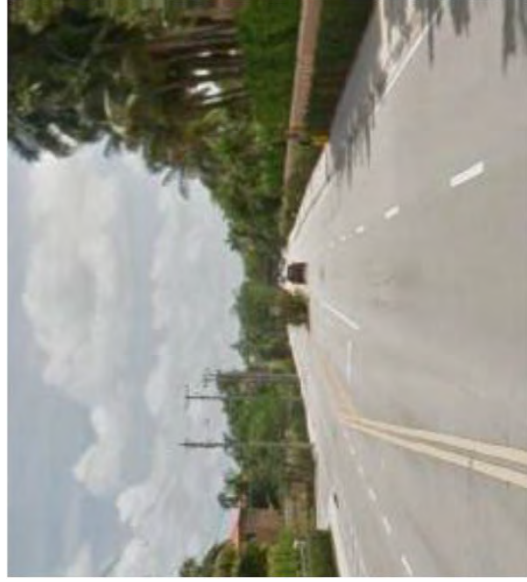


RIGHT-OF-WAY			VEHICULAR REALM		PEDESTRIAN REALM		
A			B	C	D	E	
RIGHT -OF -WAY	LANES	TRAVEL LANE	MEDIAN (incl C&G)	BIKE LANE	SIDEWALK/SHARED-USE PATH	CURB & GUTTER	
OPTION 1	100'	4-Divided	11'	18'	7' BUFFERED	10'	2'
OPTION 2	80'	4-Divided	11'	12'	4'	6'	2'
OPTION 3	80'	4-Undivided	11'	NONE	4'	12'	2'

# Complete Streets Program

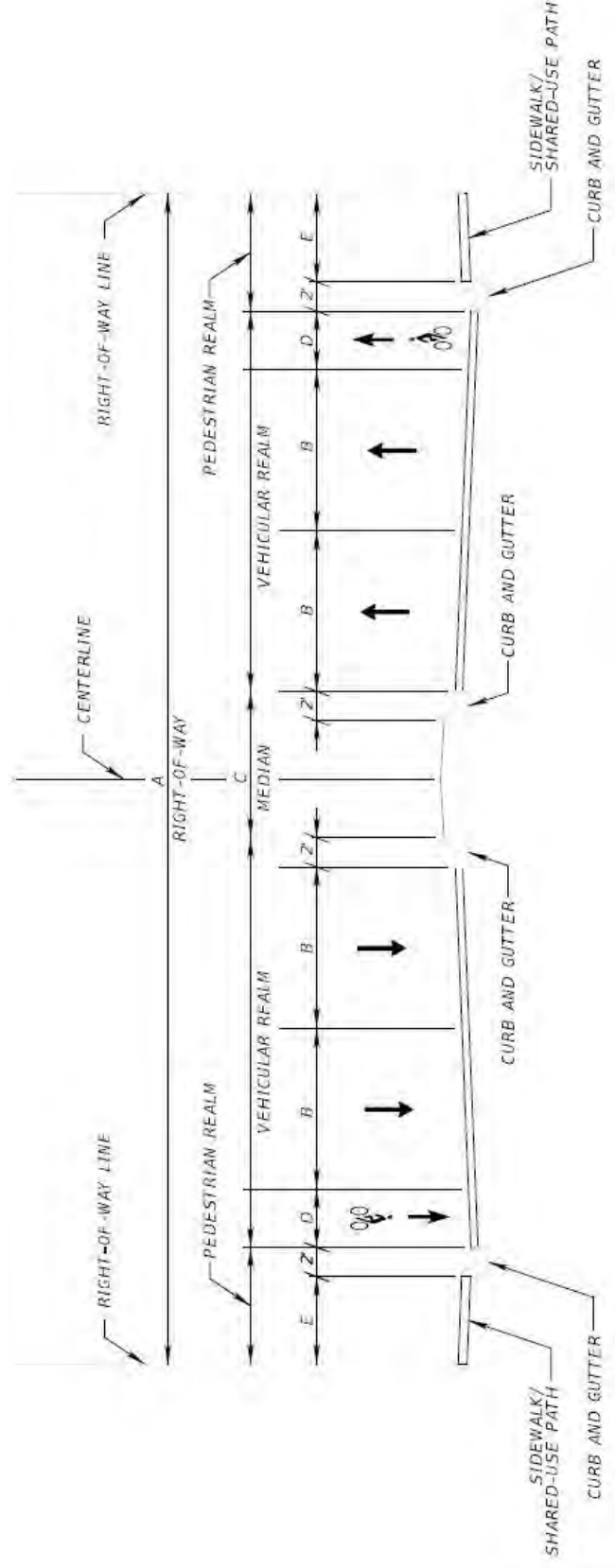
## Feeder Road

- Connections between urban centers and neighborhoods
- Connections to Thoroughfares and Civic Streets



# Complete Streets Program

## Feeder Road

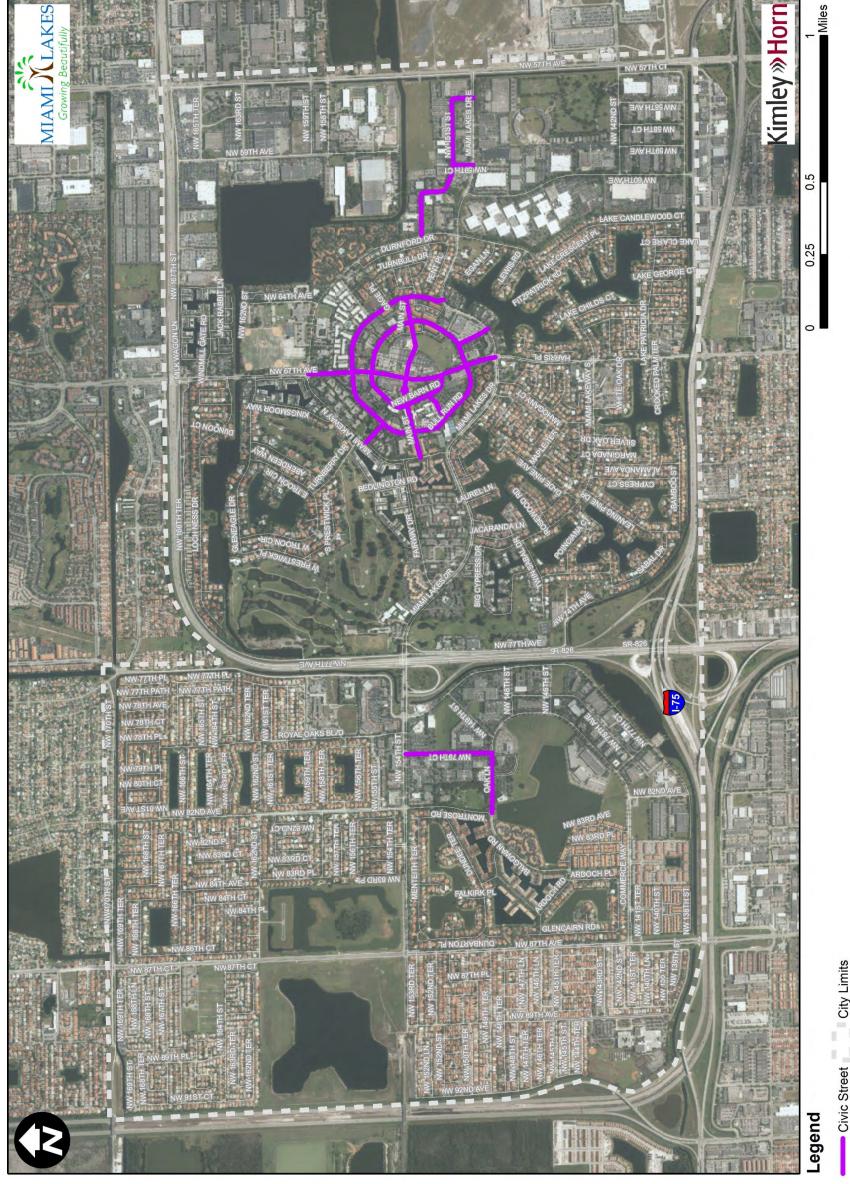


	RIGHT-OF-WAY		VEHICULAR REALM			PEDESTRIAN REALM		
	A	B	C	D	H	E		
	RIGHT -OF-WAY	LANES	TRAVEL LANE	MEDIAN (incl C&G)	BIKE LANE	PEDESTRIAN BUFFER	SIDEWALK/SHARED-USE	CURB & GUTTER
OPTION 1	80'	4-Divided	11'	12'	4'	0	6'	2'
OPTION 2	80'	4-Undivided	11'	NONE	4'	2'	10'	2'
OPTION 3	70'	4-Undivided	10'	NONE	SHARROW	3'	10'	2'
OPTION 4	70'	2-Undivided	11'	NONE	7' BUFFERED	3'	12'	2'



# Civic Street

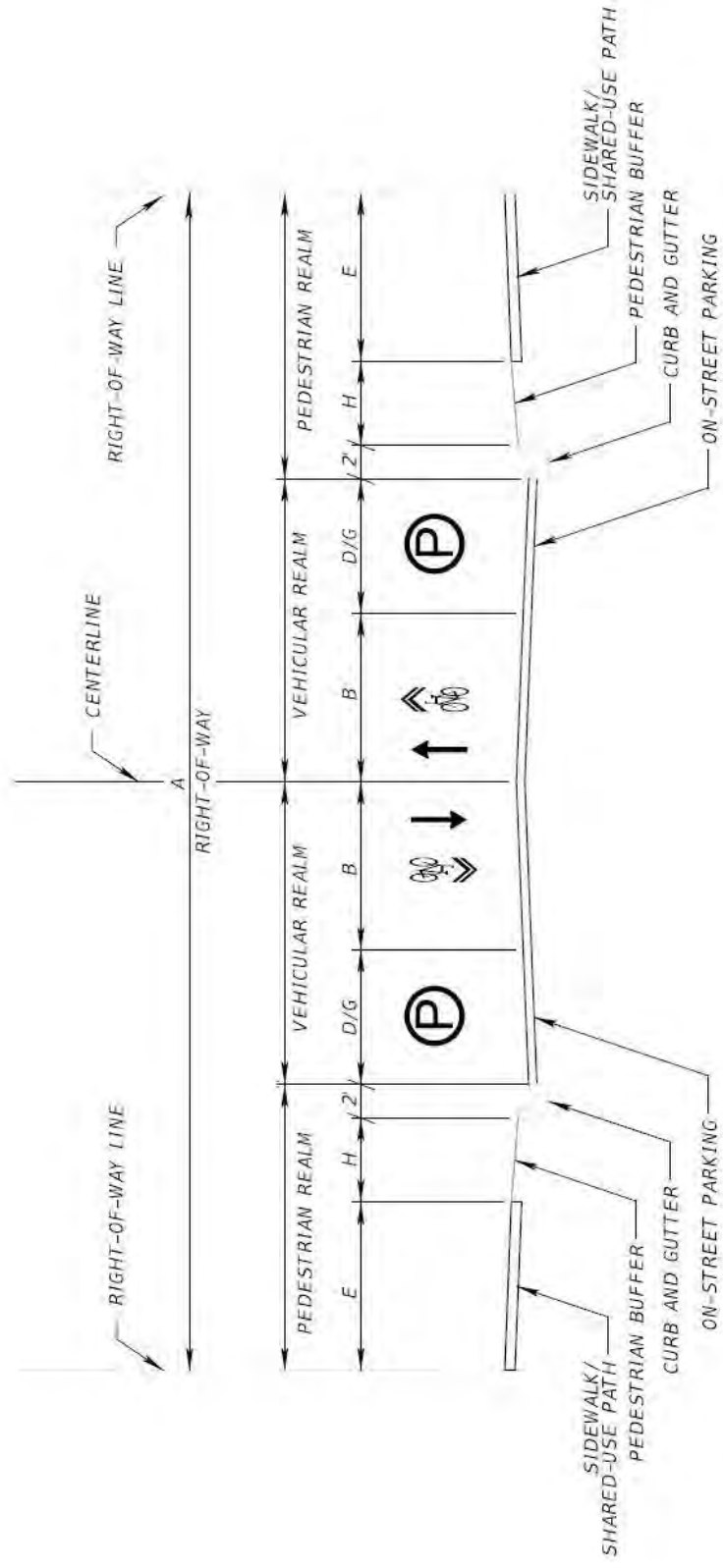
- Prioritizes local activity
- Serves commercial areas and neighborhoods
- Higher pedestrian activity





# Complete Streets Program

## Civic Street



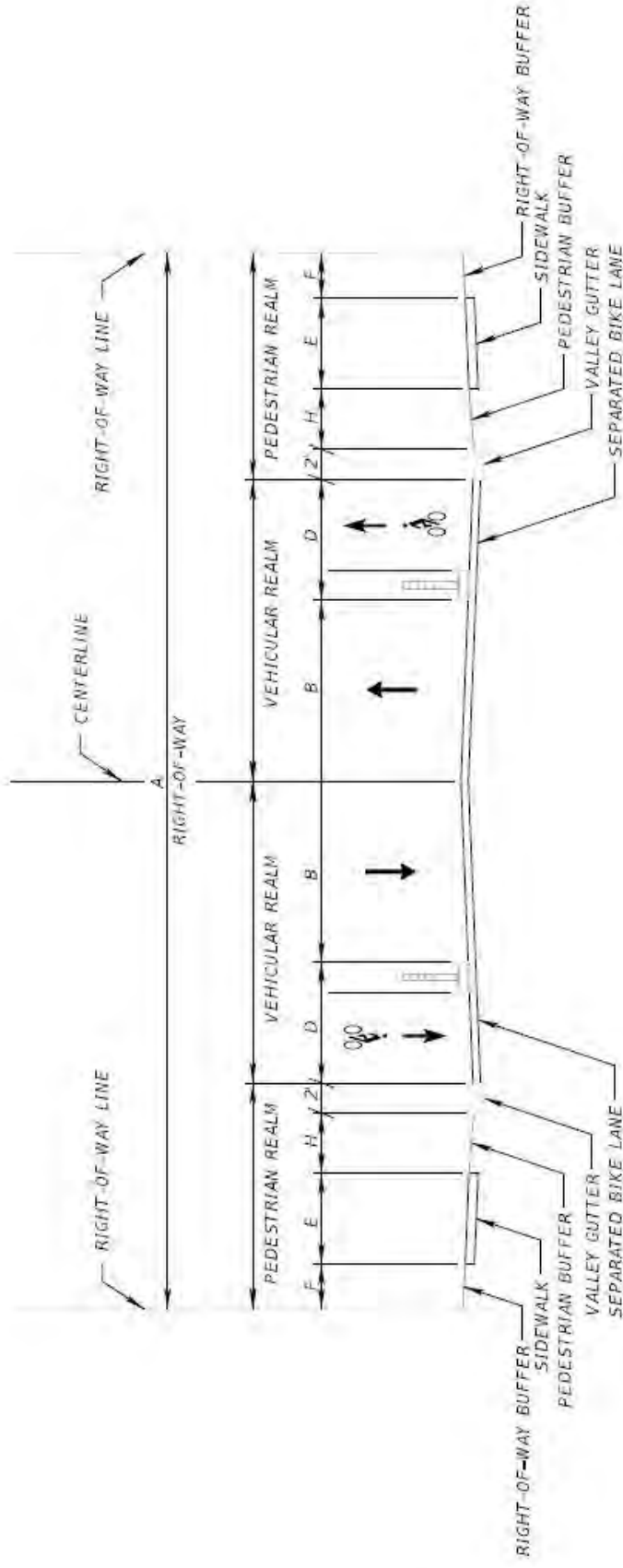
RIGHT-OF-WAY			VEHICULAR REALM			PEDESTRIAN REALM		
A			B			D		
RIGHT-OF-WAY			TRAVEL LANE			BIKE LANE		
LANES			ON-STREET PARKING			SHARROW		
OPTION 1			8' ON-STREET PARKING			7' BUFFERED		
OPTION 2			NO ON-STREET PARKING			7' BUFFERED		
OPTION 3			8' ON-STREET PARKING			SHARROW		
OPTION 4			NO ON-STREET PARKING			(12' Median)		
LANES			TRAVEL LANE			BIKE LANE		
70'			10'			SHARROW		
70'			11'			7' BUFFERED		
80'			11'			7' BUFFERED		
80'			11'			SHARROW		
PEDESTRIAN REALM			PEDESTRIAN REALM			PEDESTRIAN REALM		
SIDEWALK/SHARED-USE PATH			SIDEWALK/SHARED-USE PATH			SIDEWALK/SHARED-USE PATH		
PEDESTRIAN BUFFER			PEDESTRIAN BUFFER			PEDESTRIAN BUFFER		
CURB AND GUTTER			CURB AND GUTTER			CURB AND GUTTER		
ON-STREET PARKING			ON-STREET PARKING			ON-STREET PARKING		
2'-Undivided			10'			5'		
2'-Undivided			11'			5'		
2'-Undivided			11'			2'		
4-Divided			11'			2'		
CURB & GUTTER			CURB & GUTTER			CURB & GUTTER		
2'			2'			2'		
2'			2'			2'		
2'			2'			2'		

## Local Commercial Street

- Provides a short link between two streets
- Serves commercial and industrial uses
- May have higher truck traffic



# Local Commercial Street

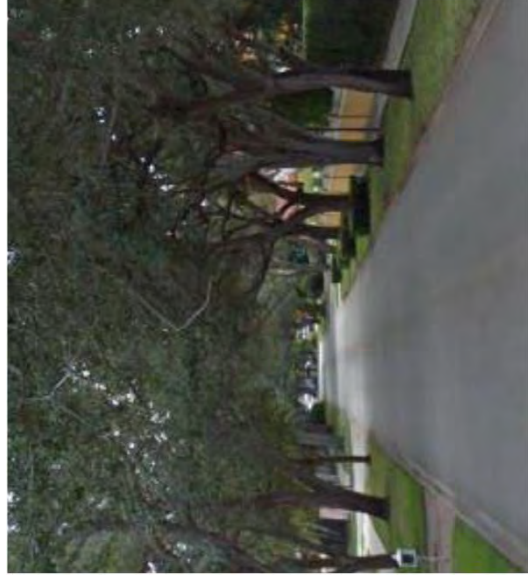


RIGHT-OF-WAY		VEHICULAR REALM		PEDESTRIAN REALM				
A	B	D	H	E	F			
RIGHT-OF-WAY	LANES	TRAVEL LANE	BIKE LANE	PEDESTRIAN BUFFER	SIDEWALK	VALLEY GUTTER	ROW BUFFER	
OPTION 1	70'	2-Undivided	12'	8' SEPARATED	4'	6'	2'	3'
OPTION 2	70'	2-Undivided	12'	8' SEPARATED	2'	8'	2'	3'
OPTION 3	70'	2-Undivided	12'	7' BUFFERED	4'	8'	2'	2'



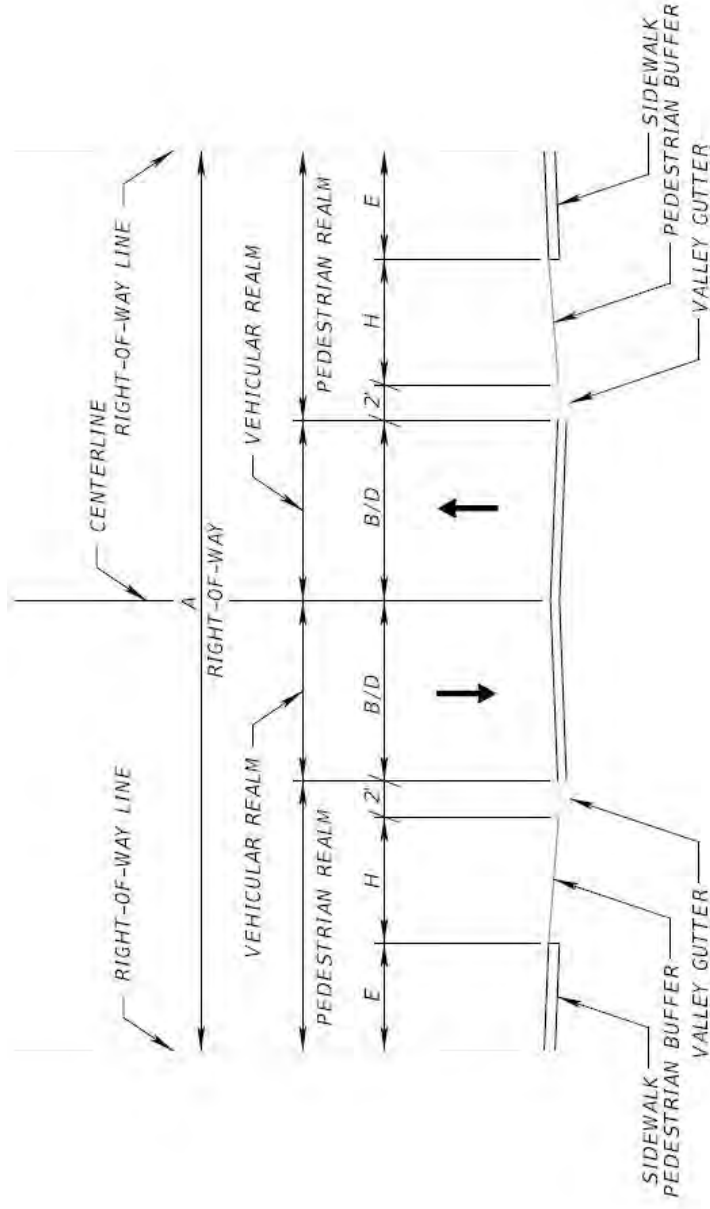
## Local Residential Street

- Local streets with low vehicle volumes and slow speeds
- Primary function of serving local trips
- May provide access to parks, schools or institutional facilities as well as local retail and services
- Almost exclusively serves local traffic





## Local Residential Street



RIGHT-OF-WAY		VEHICULAR REALM		PEDESTRIAN REALM	
A	B	D	H	E	
RIGHT-OF-WAY	LANES	TRAVEL LANE	BIKE LANE	PEDESTRIAN BUFFER	SIDEWALK
OPTION 1	50'	2-Undivided	10'	SHARROW*	7'
					6'
					2'
					VALLEY GUTTER

## Breakout Session

- ▶ Breakout Stations
  - Interactive Mapping Station
  - Prioritization Matrix
  - Concept Plans
  - General Questions

## APPENDIX C: PRIORITIZATION MATRIX

# PROJECT PRIORITIZATION

Rank the following project criteria in order from 1 to 10 (1 being the most important and 10 being the least important.)  
Please provide recommendations or comments in the adjacent space provided.

	Rank	Comments
<div><div>Added Mobility Options</div></div> <div>Includes multiple mode types</div>		
<div><div>Low Cost</div></div> <div>Low cost to complete the project</div>		
<div><div>Safety</div></div> <div>Increases safety for all users</div>		
<div><div>Fills a Gap in the Network</div></div> <div>Makes connections between existing facilities</div>		
<div><div>Social Equity</div></div> <div>Allows for or enhances equal opportunities for all users</div>		
<div><div>Economic Development/ "Placemaking"</div></div> <div>Creates a sense of place and allows opportunities for economic growth</div>		
<div><div>Propensity for Use</div></div> <div>Projects that will get used by the most amount of people</div>		
<div><div>Improved Comfort/ Quality of Existing Facilities</div></div> <div>Makes existing facilities more comfortable for users</div>		
<div><div>Health</div></div> <div>Increases opportunities to make healthier choices</div>		
<div><div>Feasibility</div></div> <div>Ability to complete the project timely or in conjunction with another project</div>		



**RESOLUTION NO. 17-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE COMPLETE STREETS PROGRAM; AUTHORIZING THE TOWN MANAGER TO IMPLEMENT THE COMPLETE STREETS PROGRAM; PROVIDING FOR INCORPORATION OF RECITALS, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on November 3, 2015, the Town adopted the 2015-2025 Strategic Plan, authorizing the Town Manager to take all actions necessary to implement the policies and goals specified in the plan, which includes improvement of mobility within the Town; and

**WHEREAS**, a key component of mobility includes the development of the Complete Streets Plan; and

**WHEREAS**, in 2016, the Town received a grant funding in the amount of \$40,000.00 from Miami-Dade County Transportation Planning Organization for the creation of Complete Street Program, with a matching contribution from the Town in the amount of \$10,000.00; and

**WHEREAS**, the Town contracted Kimley Horn and Associates to develop the program; and

**WHEREAS**, through funding, progress has been made to various aspects of the program; and

**WHEREAS**, the Town Council finds that it is in the best interest of the Town to adopt the Complete Street Program.

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

**Section 1. Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.

**Section 2. Approval of the Complete Streets Program.** The Town Council approves the Complete Street Program as attached.

**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 Complete Streets Program

**Section 4. Effective Date.** This Resolution shall be effective immediately upon adoption.

**PASSED AND ADOPTED** this 5th day of December, 2017.

Motion to adopt by \_\_\_\_\_, second by \_\_\_\_\_.

**FINAL VOTE AT ADOPTION**

Mayor Manny Cid	_____
Vice Mayor Frank Mingo	_____
Councilmember Luis Collazo	_____
Councilmember Ceasar Mestre	_____
Councilmember Frank Mingo	_____
Councilmember Marilyn Ruano	_____
Councilmember Nelson Rodriguez	_____

\_\_\_\_\_  
Manny Cid  
MAYOR

Attest:

Approve as to Form and Legal Sufficiency

\_\_\_\_\_  
Gina Inguanzo  
TOWN CLERK

\_\_\_\_\_  
Raul Gastesi, P.A.  
TOWN ATTORNEY

## **EXHIBIT “A”**



## **Town of Miami Lakes Memorandum**

---

**To:** Honorable Mayor and Councilmembers  
**From:** Honorable Councilmember Nelson Rodriguez  
**Subject:** Traffic Improvements  
**Date:** 12/5/2017

---

### **Recommendation:**

I respectfully request that the Town Council look into the possibility of expanding westbound Miami Lakes Dr underneath the Palmetto expressway. This will extend the left turn line onto southbound Palmetto.

Fiscal Impact: TBD





## **Town of Miami Lakes Memorandum**

---

**To:** Honorable Mayor and Councilmembers  
**From:** Honorable Councilmember Luis Collazo  
**Subject:** Neighborhood Matching Grant  
**Date:** 12/5/2017

---

### **Recommendation:**

#### **Purpose of the Proposed Item:**

Recently the Town of Miami Lakes adopted a bike sharing program, SPIN, which allows users access to a bike sharing service throughout different points of distribution throughout our Town. Typically these points of distribution are based on points of interest throughout our Town. Currently these points of distribution include our parks/public places, our Town Center district, and major corridors. In keeping with the objectives set forth within our Transportation Master Plan, and encouraging multi-modality transportation options for our residents, it would make sense to also offer points of distributions into the neighborhood level. By creating additional access points closer to our residents, and greater accessibility to the SPIN Program, we would be encouraging our residents to engage in alternative forms of mobility, in lieu of additional vehicular traffic.

#### **Major Points of Proposed Item:**

The Neighborhood Improvement Committee for the Town of Miami Lakes has spearheaded initiatives which embrace Town wide bike-ability, and encourages biking by hosting a Community Bike Ride event during our monthly Super Saturdays. The Neighborhood Improvement Community also currently manages the Neighborhood Matching Grant program, which allows neighborhood groups like home owner associations and condominium board associations to enhance the neighborhoods appearance by a competitive grant application process.

#### **Reason for Action:**

The Neighborhood matching grant program could be utilized to assist communities wanting to provide the SPIN program in additional points of distribution closer at the neighborhood level.

#### **Action Desired:**

I would like to direct staff to work with the Neighborhood Improvement Committee, and obtain feedback on this initiative, and see if it could be adopted as part of our current Neighborhood Matching Grant program. If adopted by the committee, I would like staff to work with our home owner associations, condominium boards, and SPIN to market this as an option at the neighborhood level.

Fiscal Impact: Small



## Town of Miami Lakes Memorandum

---

**To:** Honorable Mayor and Councilmembers  
**From:** Honorable Councilmember Nelson Rodriguez  
**Subject:** Opposition of the Year-Round Standard Time  
**Date:** 12/5/2017

---

### **Recommendation:**

In Support of Daylight Savings year-round following the benefits listed below:

#### **Pro: Longer Evenings:**

Changing the clocks does not create extra daylight, but it causes the Sun to rise and set at a later time by the clock. So, when we spring forward an hour in spring, we add 1 hour of natural daylight to our afternoon schedule.

- Proponents of DST argue that longer evenings motivate people to get out of the house. The extra hour of daylight can be used for outdoor recreation like golf, soccer, baseball, running, etc. That way, DST may counteract the sedative lifestyle of modern living.
- The tourism industry profits from brighter evenings. Longer nights give people more time to go shopping, to restaurants, or other events, boosting the local economy.
- **Pro: Less Artificial Light**

One of the aims of DST is to make sure that people's active hours coincide with daylight hours so that less artificial light is needed. This makes less sense close to the equator where the amount of daylight does not vary much in a year, or near the poles where the difference between winter and summer daylight hours is very large.

#### **Pro: Lighter = Safer**

Safety is a good argument for keeping the lighter evenings of DST.

- Studies have found that DST contributes to improved road safety by reducing pedestrian fatalities by 13% during dawn and dusk hours.
- Another study found an 7% decrease in robberies following the spring shift to DST.

**\*This item requires the waiver of Section 7.2 of the Special Rules of Order.**

Fiscal Impact: Low





## **Town of Miami Lakes Memorandum**

---

**To:** Honorable Mayor and Councilmembers  
**From:** Honorable Councilmember Luis Collazo  
**Subject:** Older American Act Funding and Elderly Affairs Programming  
**Date:** 12/5/2017

---

### **Recommendation:**

#### **Purpose of the Proposed Item:**

Supplemental Funding for Elderly Affairs Committee Lunch Bunch Utilizing Older American Act Funding

#### **Major Points of the Proposed Item:**

One of the most successful programs The Elderly Affairs Committee has been hosting has been its Lunch Bunch. The Lunch Bunch provides an opportunity for our seniors to meet and enjoy a meal and an activity together. The program is typically held in the summer months (June – October), on alternating Wednesdays each month. The Elderly Affairs Committee has received feedback from many of its Lunch Bunch participants that this is a program that they wish could be expanded year round. The Elderly Affairs Committee met and voted that they would like to see if opportunities existed through alternative funding sources to support this program year round, without increasing the need to expand the budget for this program. During that meeting several members of the Elderly Affairs Committee suggested funding programs utilizing Older American Act funding as a means to accomplishing this goal.

#### **Reason for Action:**

Older American Act Funding allows for congregate meal programs, like the Lunch Bunch, to be implemented at congregate meal sites for seniors. These monies are allocated to the State of Florida, through the federal Older American Act, and directed through Area Agency on Aging providers. In Miami Dade County, the area agency on aging provider is the Alliance for Aging. Many municipalities partner with their local Area Agency on Aging providers to offer expanded funding for programs utilizing Older American Act resources. This type of programming creates a social network hub which improves the quality of life for our elderly residents, and supports balanced nutritional support for those most in need.

#### **Action Desired:**

I would like to direct staff to explore the possibility of partnering with our local Area Agency on Aging in order to expand the Lunch Bunch program, and obtain additional funding to offer congregate meals to our seniors on an ongoing basis.

Fiscal Impact: Small



## Town of Miami Lakes Memorandum

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**To:** Honorable Mayor and Councilmembers  
**From:** Honorable Councilmember Luis Collazo  
**Subject:** Mobility Fee  
**Date:** 12/5/2017

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### **Recommendation:**

#### **Purpose of the Proposed Item:**

The Mobility Fee ordinance was adopted in order to provide the Town of Miami Lakes an alternative to traditional traffic concurrency requirements when considering the impact on traffic of new and re-development. In particular, the Mobility Fee allowed the Town to consider other forms of transportation as a means to significantly reduce the impact of vehicular traffic due to development. Over the past year the Fee has generated approximately \$850,000 to fund mobility initiatives throughout the Town, and is currently being utilized to fund projects within the Town's Transportation Master Plan. The Town of Miami Lakes has identified \$24,000,000.00 in Mobility Initiatives that would benefit from the Fee.

#### **Major Points of Proposed Item:**

Significant changes have occurred since the adoption of the mobility that would warrant a review of the current fee and its application now and in the future.

1. **Time:** Upon adoption, it was unclear what type of impact the Mobility Fee Ordinance would have over time on development. The Mobility Fee Ordinance has been in place for over a year and as a result we now have a better understanding of the intended and unintended consequences of the Fee. With this knowledge we have an opportunity to review and ensure that the Mobility Fee Ordinance is accomplishing its objective.
2. **Alternative Funding:** Subsequent changes to the way Miami Dade County allows Road Impact Fees to be applied, so that they directly fund transportation initiatives within the Town, have helped accelerate some of the much needed traffic improvements along our most congested corridors. This raises the question: How does this impact the way we fund our Strategic Traffic Master Plan, if at all?
3. **Hybrid Approaches:** Innovative approaches that accomplish the flexibility of the Mobility Fee while at the same time addressing the impact of vehicular traffic on our most congested roadways prior to project completion may arise as part of a review of the Fee. Could new "best practices" be identified which help us reach our goals?

#### **Reason for Action:**

Stated above.

**Action Desired:**

I intend to move that the Mobility Fee Ordinance be evaluated by staff with a report back to the Council with recommendations (if any) of changes that would help the Town continue to reach its mobility goals effectively. This evaluation would include, but not be limited to, a review of the current Fee Structure, Forecasted Development Projects and Roadway Improvements (Timeline), Projected Tax Revenue from new or redevelopment subject to or forecasted to be subject to the Mobility Fee, Alternative Approaches (Hybrid Model), and any other recommendations based on the evaluation. Once the staff completes its evaluation and presents its findings, the Council will then have an opportunity to exercise its oversight function and discuss the findings and determine what, if any, changes are needed.

Fiscal Impact: TBD





## **Town of Miami Lakes Memorandum**

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**To:** Honorable Vice Mayor and Councilmembers  
**From:** Honorable Mayor Manny Cid  
**Subject:** 154th and 170th Bridges  
**Date:** 12/5/2017

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## **Town of Miami Lakes Memorandum**

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**To:** Honorable Vice Mayor & Councilmembers  
**From:** Honorable Mayor Manny Cid and Councilmember Nelson Rodriguez  
**Subject:** Florida State Parks: I-75 Landbridge  
**Date:** 12/5/2017

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**Recommendation:**

<https://www.floridastateparks.org/trail/Cross-Land-Bridge>



## **Town of Miami Lakes Memorandum**

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**To:** Honorable Mayor and Council Members  
**From:** Alex Rey, Town Manager  
**Subject:** January Council Meeting Date  
**Date:** 12/5/2017

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### **Recommendation:**

It is recommended to move the January Regular Council Meeting from Tuesday, January 2, 2018 to January 23, 2018.

### **Background:**

Pursuant to the Special Rules of Order of the Town of Miami Lakes, the Regular Council Meeting for January is scheduled to fall on January 2, 2018, which is immediately after the holiday season. This provides little flexibility for Town Staff to prepare an agenda and the Town Council to review the same.



## **Town of Miami Lakes Memorandum**

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**To: Honorable Mayor and Councilmembers**  
**From: Raul Gastesi, Town Attorney**  
**Subject: Attorney's Report on Pending Litigation**  
**Date: 12/5/2017**

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### **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.

### **MICHAEL PIZZI JR. v. TOWN OF MIAMI LAKES** **(Criminal Matter)**

New bills have been received and approved in the amount of \$15,809.00. Partial reimbursement from the Insurance Carrier will be sought.

The former mayor has filed a Third Complaint against the Town. Accordingly, additional litigation expenses are very likely. As such, it will be necessary to transfer \$75,000.00 from budgeted funds in reserve to litigation in order to continue providing needed defense.

### **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