

# **TOWN OF MIAMI LAKES, FLORIDA**

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## **AGENDA**

### **Regular Council Meeting**

**May 14, 2019**

**6:30 PM**

**Government Center**

**6601 Main Street**

**Miami Lakes, Florida 33014**

- 1 SPECIAL PRESENTATIONS (presentations shall take place prior to the commencement of the Regular Council Meeting, at 6 P.M.):**
- 2. CALL TO ORDER:**
- 3. ROLL CALL:**
- 4. MOMENT OF SILENCE**
- 5. PLEDGE OF ALLEGIANCE:**
- 6. ORDER OF BUSINESS(DEFERRALS/ADDITIONS/DELETIONS):**
- 7. 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)

- 8. APPOINTMENTS:**
- 9. COMMITTEE REPORTS:**

**Sports Hall of Fame Committee Report**

**Cultural Affairs Committee Report**

## **Veterans Committee - Request for Reallocation of Funds**

### **10. CONSENT CALENDAR:**

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

- April 8, 2019 Sunshine Meeting minutes
- April 9, 2019 Regular Council Meeting minutes
- April 22, 2019 Imagine Miami Lakes 2025 Strategic Plan Review Workshop minutes

**B. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, WAIVING SECTION 5 OF TOWN ORDINANCE 17-203; APPROVING THE AMENDMENT OF CONTRACT #2016-05SU FOR THE REPLACEMENT OF EMARKUP WITH BLUEBEAM REVU, THE ADDITION OF FUSION, AN ADDITIONAL 5 LICENSES AND ANY FUTURE AGREEMENTS AS NEEDED IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS; 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. (Pidermann)**

**C. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, TO AUTHORIZE THE TOWN MANAGER TO APPLY FOR AND ACCEPT THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) PUBLIC TRANSIT SERVICE DEVELOPMENT PROGRAM GRANT; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE PUBLIC TRANSIT SERVICE DEVELOPMENT PROGRAM GRANT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; PROVIDING FOR INCORPORATION OF RECITALS' PROVIDING FOR AN EFFECTIVE DATE. (Pidermann)**

**D. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES; APPROVING COOPERATIVE AGREEMENT BETWEEN MIAMI-DADE COUNTY PUBLIC SCHOOLS (MDCPS) AND THE TOWN OF MIAMI LAKES FOR THE CIVIC ENGAGEMENT INTERNSHIP PROGRAM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AUTHORITY TO TOWN OFFICIALS; AND PROVIDING FOR AN EFFECTIVE DATE. (Pidermann)**

**E. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE AWARD OF A CONTRACT FOR ITB 2019-12, STREET SWEEPING SERVICES TO USA SWEEPING, INC D/B/A/ FACILITIES PRO SWEEP IN AN AMOUNT NOT TO EXCEED \$152,786; 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. (Pidermann)**

**11. ORDINANCES-FIRST READING:**

- A. AN ORDINANCE GRANTING TO FLORIDA POWER & LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC FRANCHISE, IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO, PROVIDING FOR MONTHLY PAYMENTS TO THE TOWN OF MIAMI LAKES, FLORIDA, AND PROVIDING FOR AN EFFECTIVE DATE. (Pidermann)**
- B. AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING ORDINANCE NO. 18-230, AS AMENDED BY ORDINANCE 2019-237; AMENDING THE TOWN'S FISCAL YEAR 2018-2019 BUDGET; 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. (Pidermann)**

**12. ORDINANCES-SECOND READING (PUBLIC HEARING):**

- A. AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, RELATING TO ZONING; AMENDING CHAPTER 13, LAND DEVELOPMENT CODE, AT ARTICLE V, SECTION 13-1507, ENTITLED "DECKS AND WALKWAYS," PERMITTING A DECK TO BE LOCATED WITHIN THE REQUIRED STREET SIDE YARD SETBACK OF CORNER LOTS FOR PROPERTIES ZONED RU-1Z; PROVIDING FOR INCLUSION INTO THE CODE; PROVIDING FOR ORDINANCES IN CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE. (Cid)**

**13. RESOLUTIONS:**

- A. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE AWARD OF A CONTRACT FOR RFP 2019-19, ROYAL OAKS DRAINAGE AND ROADWAY IMPROVEMENTS PROJECT PHASE I TO RG UNDERGROUND ENGINEERING, INC. IN AN AMOUNT NOT TO EXCEED \$1,242,377; 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. (Pidermann)**
- B. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AUTHORIZING AN AMENDMENT TO CONTRACT 2018 – 31 SOUTHEASTERN ENGINEERING CONTRACTORS, INC., IN ORDER TO ALLOW OWNER DIRECT PURCHASE OF MATERIALS AND SUPPLIES; 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. (Pidermann)**

**14. NEW BUSINESS:**

- A. Change to Guiding Principles #11 (N. Rodriguez)**
- B. Standardizing meeting times (Ruano)**
- C. Safety Signals in Pedestrian Crosswalks (Alvarez)**
- D. Options for Miami Lakes Optimist Park Improvements (Collazo)**
- E. Vox Populi Rises Part II (Cid)**
- F. Capital Project required information (Ruano, Collazo)**
- G. Black Olive Treatment (Collazo)**  
\*This item requires the waiver of Section 7.2 of the Special Rules of Order
- H. MLOP Porta Potties (Cid)**  
\*This item requires the waiver of Section 7.2 of the Special Rules of Order

**15. MANAGER'S REPORT:**

- A. Strategic Plan Timeline**
- B. Town Manager Monthly Police Activity Report**
- C. Strategic Legislative Recap**
- D. Staff Table of Organization**
- E. The Greater Miami Convention & Visitors Bureau Town Hall Meeting at Miami Lakes**

**16. ATTORNEY'S REPORT:**

- A. Attorney's Report**

**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 Town Council  
**From:** Sports Hall of Fame Committee  
**Subject:** Sports Hall of Fame Committee Report  
**Date:** 5/14/2019

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### **Recommendation:**

The committee asks that the Town Council to review and accept the following as members of the third class for the Miami Lakes Sports Hall of Fame: former North Carolina State and Hialeah-Miami Lakes basketball star Chris Corchiani, Community Activist David Oliver, Community Pioneer George Deming, and Community Activist Javier Zapata.

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

### **Background:**

Please see attached committee report.

### **ATTACHMENTS:**

Description

**SHOF - Committee Report 2019**

**Miami Lakes Sports Hall of Fame Committee**  
**Selection Report**  
**May 2019**

**TO:** Honorable Mayor and Councilmembers

**FROM:** Sports Hall of Fame Committee

**DATE:** May 14, 2019

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

**Recommendation**

The committee asks that the Town Council to review and accept the following as members of the third class for the Miami Lakes Sports Hall of Fame: former North Carolina State and Hialeah-Miami Lakes basketball star Chris Corchiani, Community Activist David Oliver, Community Pioneer George Deming, and Community Activist Javier Zapata.

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

**Fiscal Impact**

Plaques will be ordered to arrive in time for the planned June 1, 2019 induction ceremony.

**Background**

The committee met on three occasions to familiarize itself with the recommendation process and ultimately to decide which individuals would be most deserving of being part of the town's third class. The committee has been composed of five individuals for this year's selection process. All voting and formal debate over our last two meetings. In each case, the recommended names met with the unanimous consent of the committee, including chair Roman Garcia, vice chair Helen Roldan, secretary Marcos Gutierrez and committee members Jim Hamilton and Karyna Cid.

## **Selection Process**

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

Chris Corchiani was a star basketball player at Hialeah-Miami Lakes High School earning the title Florida “Mr. Basketball”, an award given to the best basketball player in the state, in 1986 and 1987, which included a State Championship. From there he received a scholarship to North Carolina State University, where he was a four-year starter and he became the first player in NCAA history to record 1,000 career assists. He led the Wolfpack to the NCAA tournament in three of his four years at the school and was the first college player to record 20 assists in a game. He would have a successful professional career of 14 years including three stops in the NBA – Orlando, Boston and Washington – followed by stops internationally playing for teams in Italy, Turkey, Spain and Germany.

David Oliver has been a community activist in Miami Lakes for over 20 years. Prior to his time here, he was a four-year letter winner in baseball for Versailles High School in Ohio and played football, which the team had a perfect record. His athletic prowess included basketball, track & field, and wrestling. He is a member of numerous committees in the town including Elderly Affairs and Loch Isle Homeowners association. He is also the founder and coordinator of the Miami Lakes Senior softball program, co-founder of the Miami Lakes Senior basketball program and coordinator of the Miami Lakes Senior games. He has also been the President of the Miami Lakes Duplicate Bridge Club for over 30 years.

George Deming is one of the visionaries that can be credited with founding the solidarity, growing institution known as the Miami Lakes Optimist in the 1960s. As the program evolved, he continued to play a key role as he was involved in the implementation of building the first clubhouse, which was a great feat and would become the second home to so many kids in the town. In the early 1970s, he was the Youth Work Director, and responsible to coordinate all coaches and he was instrumental in establishing the baseball, basketball and soccer programs and spearheaded the creation of the Opti-Mrs., a group of women who organized the cheerleading programs. His contributions continued in helping to organize the Special Olympics, for youths with special needs.

Javier Zapata was born and raised in the town and attended Miami Lakes Elementary, Miami Lakes Middle and Barbara Goleman High School, earning valedictorian honors. He participated in multiple youth sports programs as a child. After high school, he attended Brown University and while away found out the programs that he loved in his town were diminishing; in part because they rely on volunteers to administer them. That is when he applied for and was awarded the Royce Fellowship for Sports and Society through Brown and he partnered with Miami Lakes Optimist to create the Flag Football program, that to this day is one of if not the largest Flag Football program in the state with over 400 participants. He served as commissioner for the first several years. Upon graduating from Brown, he was accepted into Yale Law School. During this time, he thought the program would succeed, but this was not the case. After graduating from Yale, he returned to South Florida, where he serves as an Assistant County Attorney for Miami Dade and returned to the program again. He worked to grow the program back and it is now at new heights which includes a successful travel program.



## **Town of Miami Lakes Memorandum**

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**To:** Honorable Mayor and Councilmembers  
**From:** Cultural Affairs Committee  
**Subject:** Cultural Affairs Committee Report  
**Date:** 5/14/2019

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**Recommendation:**

Please see attached Committee Report.

**ATTACHMENTS:**

Description

Committee Report



# Town of Miami Lakes: Cultural Affairs Committee

## Report to the Town Council May 14, 2019

### MISSION STATEMENT:

The mission of the Town of Miami Lakes Cultural Affairs Committee is to provide and promote cultural activities within the Town of Miami Lakes for the benefit and education of its citizens and those in the surrounding communities.

### MEMBERSHIP:

Name	Committee Position	Nominated by:
Neill Robinson	Chair	Manny Cid
Felicia Salazar	Vice Chair	Carlos Alvarez
Elsa Reus	Secretary	Manny Cid
Karla Acosta	Member	Marilyn Ruano
Edgar Alba	Member	Jeffrey Rodriguez
Rebecca Rovirosa-Capote	Member	Luis Collazo
Esther Colon	Member	Nelson Rodriguez
Dorothy Cook	Member	Josh Dieguez
Charles James	Member	Josh Dieguez
Maria Mederos	Member	Jeffrey Rodriguez
Yulet Miguel	Member	Marilyn Ruano
Barbara "Bunny" Patchen	Member	Carlos Alvarez

**NOTE:** (Vacancies)

OPEN	Luis Collazo
OPEN	Nelson Rodriguez

### BUDGET 2018-2019 (\$47,350.00)

### SCHEDULED EVENTS:

Event	Date	Budget	Attendance
Basel Cultural Affairs	TBD	\$1,500.00	N/A
Black History Month Concert	2-2-19	\$3,750.00	150-200
MLK Unity Breakfast	1-21-19	N/A	45-65
Christmas Book Reading	12-2-18	\$750.00	100
Harry Wayne Casey KC Tribute Concert	12-9-18	N/A	1,500-1,850
July 4 <sup>th</sup> Event	7-4-19	\$11,500.00	8, 000-10,000
Symphony of Americas Concert	TBD	\$4,500.00	TBD
Hispanic Heritage "Que Rico Es" Event	10-20-18	\$10,500.00	500-600
Women of Distinction Awards Luncheon	3-30-19	\$2,250.00	100
Irish-Scottish Heritage Event	3-23-19	\$1,000.00	100-120
Paint a Picture for Mom	5-11-19	\$600.00	TBD
Father's Day Fishing Tournament	6-16-19	500.00	TBD
Comedy and Dinner Show	TBD	N/A	TBD

### FUTURE PROJECTS/CONSIDERATION:



## **Town of Miami Lakes Memorandum**

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**To:** Honorable Mayor and Councilmembers  
**From:** Veterans Committee  
**Subject:** Veterans Committee-Request of Reallocation of Funds  
**Date:** 5/14/2019

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### **Recommendation:**

The Veterans Committee is requesting that \$2,500 funds from the 5KRUN line item (0017437-548158 5KRUN) be reallocated to the Military Tribute Banners Line Item (0017437-548158 BANN).

### **ATTACHMENTS:**

Description

Request



6601 Main Street • Miami Lakes, Florida, 33014  
(305) 364-6100 • Fax: (305) 558-8511  
[www.miamilakes-fl.gov](http://www.miamilakes-fl.gov)

## REQUEST FOR REALLOCATION OF FUNDS

- |   |  |
|---|--|
| <input type="checkbox"/> Cultural Affairs Committee         | <input type="checkbox"/> Education Advisory Board    |
| <input type="checkbox"/> Elderly Affairs Committee          | <input type="checkbox"/> Par 3 Park Committee        |
| <input type="checkbox"/> Neighborhood Improvement Committee | <input type="checkbox"/> Special Needs Committee     |
| <input type="checkbox"/> Public Safety Committee            | <input type="checkbox"/> Youth Activities Task Force |
| <input type="checkbox"/> Planning & Zoning Board            | <input type="checkbox"/> Veterans Committee          |
| <input type="checkbox"/> Economic Development Committee     | <input type="checkbox"/> Other: _____                |

Amount: \$2,500.00

Date Approved by Committee:  
(Please attach meeting minutes)

*\*Pursuant to the Town's Budget Ordinance, if the request exceeds \$700 it must be presented and approved by the Town Council at a Council Meeting.*

Reason for Request: The Veterans Committee would like to allocate these funds from 5K RUN to BANN (Military Tribute Banners).

What line item are the funds currently allocated in? (Line item number and description)  
0017437-548158 5KRUN

What line item are you requesting the funds be reallocated to? (Line item number and description)  
0017437-548158 BANN

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Date

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### FOR OFFICE USE ONLY:

- ☐ Approved  
☐ Denied

Budget revised by:

\_\_\_\_\_  
Edward Pidermann, Town Manager

\_\_\_\_\_  
Finance Department

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## **Town of Miami Lakes Memorandum**

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**To:** Honorable Mayor and Councilmembers  
**From:** Gina M. Inganzo, Town Clerk  
**Subject:** Approval of Minutes  
**Date:** 5/14/2019

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### **Recommendation:**

#### Approval of Minutes

- April 8, 2019 Sunshine Meeting minutes
- April 9, 2019 Regular Council Meeting minutes
- April 22, 2019 Imagine Miami Lakes 2025 Strategic Plan Review Workshop minutes

### **ATTACHMENTS:**

#### Description

**4-8-2019 Sunshine Meeting**

**4-9-2019 Regular Council Meeting**

**4-22-2019 Imagine Miami Lakes 2025 Strategic Plan Review Workshop**

**MINUTES**  
**Sunshine Meeting**  
**April 8, 2019**  
**6:00 P.M.**  
**Community Conference Room**  
**6601 Main Street**  
**Miami Lakes, Florida 33014**

**1. ROLL CALL:**

Mayor Cid opened the Sunshine Meeting at 6:13 p.m.

Present were Councilmembers: Luis Collazo, Joshua Dieguez, Marilyn Ruano, Vice Mayor Nelson Rodriguez and Mayor Manny Cid. Councilmembers: Carlos Alvarez and Jeffrey Rodriguez were absent.

**2. Items for Discussion and Action:**

**A. Dade Days 2019 Debrief**

The Town Council discussed the following regarding their recent trip to Tallahassee for the annual Dade Days Legislative Conference:

- Royal Oaks Drainage
- MDX reform impact on Town roads. (The Councilmembers discussed their concerns regarding the operation status of MDX and the possible impact on the Town's pending projects: 154<sup>th</sup> and 170<sup>th</sup> bridges)
- Town Manager Edward Pidermann clarified transportation funding for 67<sup>th</sup> Avenue
- Mayor Cid provided information on a possible future Veteran Affairs Satellite office in the Town
- Blasting. The Mayor and Councilmembers discussed their meetings with representatives on the Town's blasting concerns. The bus trip planned for the day after, April 9<sup>th</sup>, 2019, and recommendations on changing their "pitch" to a different audience as the blasting issue requires a longer process.

There being no further business to come before the Council, the meeting adjourned at 7:38 p.m.

Approved this 14<sup>th</sup> day of May 2019.

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Manny Cid, Mayor

Attest:

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Gina Inguanzo, Town Clerk

**MINUTES**  
**Regular Council Meeting**  
**April 9, 2019**  
**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 6:50 p.m.

**2. ROLL CALL:**

The Town Clerk, Gina Inguanzo, called the roll with the following Councilmembers being present: Carlos Alvarez, Luis Collazo, Joshua Dieguez, Jeffrey Rodriguez, Marilyn Ruano, Vice Mayor Nelson Rodriguez and Mayor Manny Cid.

**3. MOMENT OF SILENCE:**

Nancy Zuckerman from Miami Lakes Congregational Church led the invocation.

**4. PLEDGE OF ALLEGIANCE:**

The Scout Master from the Sea Scouts Ship Troop 144 led the Pledge of Allegiance.

**5. SPECIAL PRESENTATIONS:**

Johnny Linares was recognized for his involvement within the Autism community while also creating awareness.

Megan Marie Moral was recognized for her entrepreneurship selling home-made products at local Farmer Markets.

Councilmembers Luis Collazo, Joshua Dieguez, and Marilyn Ruano were recognized for their participation in attending the Institute for Elected Municipal Officials.

Villa of Miami Lakes Condominium Association was awarded with the Neighborhood Matching Grant in the amount of \$5,000 for completing beautification and landscape projects in their community.

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

Mayor Cid motioned to move up items 16D, 16Da and 16F for discussion under the Committee Report item, move up item 13B for discussion after Consent Calendar, move up item 16C for discussion before Public Comments Mayor Cid, Vice Mayor Rodriguez, and Councilmember Collazo motioned to co-sponsor item 13A. Councilmember Collazo motioned to approve the new Order of Business. Vice Mayor Rodriguez seconded the motion, and all were in favor.

**7. PUBLIC COMMENTS:**

Clari Seledon, President of Gigi's Playhouse, came before the Town Council to speak on the Autism center.

Bonnie Cintron came before the Town Council to speak on the Town's tree canopies.

Students from Westland Hialeah Senior High School came before the Town Council to speak on data privacy.

Anthony Mendez came before the Town Council to speak on the Miami Lakes Dog Club formed by a group of residents.

Angelo Garcia came before the Town Council to speak on the blasting issue.

Magaly Rubio came before the Town Council to thank them for their leadership in tackling and sponsoring the Human Trafficking awareness ordinance.

Esther Colon came before the Town Council to also thank them for their initiative regarding Human Trafficking.

Nayib Hassan came before the Town Council to speak on upcoming events hosted by the Veteran Affairs Committee.

Sofia Torrenegra came before the Town Council to speak on their blasting concerns.

Mirtha Mendez came before the Town Council to speak on her concerns regarding the trees.

Claudia Lucas came before the Town Council to speak on item 14G.

**8. APPOINTMENTS:**

Ruben Miguel was appointed to the Veteran's Affairs Committee, nominated by Councilmember Carlos Alvarez.

Rebecca Rovirosa-Capote was appointed to the Cultural Affairs Committee, nominated by Councilmember Luis Collazo.

Rodrigo Lozano was appointed to the Public Safety Committee, nominated by Councilmember Luis Collazo.

Jenny Espinosa was appointed to the Special Needs Advisory Board, nominated by Councilmember Joshua Dieguez.

Mary Collins was appointed to the Veteran's Committee, nominated by Councilmember Marilyn Ruano.



James Curry was appointed to the Special Taxing District Committee of Miami Lakes Section One.

Cristina Del Calvo was appointed to the Special Taxing District Committee of Miami Lakes Section One.

Vice Mayor Rodriguez motioned to approve the Appointments. Councilmember Alvarez seconded the motion and all were in favor.

**9. COMMITTEE REPORTS:**

Chair of the Public Safety Committee, Nancy Rogers, presented the Committee's report to the Town Council and to request reallocation of \$500 from the education materials budget and \$350 from the shirt budget towards the Public Safety Appreciation Breakfast, totally \$850. Councilmember Collazo motioned to approve the reallocation of funds. Councilmember Rodriguez seconded the motion, and all were in favor.

Member of the Cultural Affairs Committee, Esther Colon, presented the Committee's report to the Town Council and to request a reallocation of funds from the Hispanic Heritage Festival line item to line item 151. Councilmember Collazo motioned to approve the request. Councilmember Alvarez seconded the motion, and all were in favor. Esther Colon then presented an additional request to reallocate an amount of \$3,800 from the 4<sup>th</sup> of July event to the COF- Concert on the Fairway event. Councilmember Collazo motioned to approve the request. Vice Mayor Rodriguez seconded the motion and all were in favor.

**10. CONSENT CALENDAR:**

Vice Mayor Rodriguez motioned to approve the items under the Consent Calendar. Councilmember Collazo seconded the motion, and all were in favor.

**A. Approval of Minutes**

- March 7, 2019 Special Call Meeting minutes
- March 12, 2019 Regular Council Meeting minutes
- March 19, 2019 Workshop on E-Scooters and SolSmart minutes

Approved on Consent.

**11. ORDINANCE-FIRST READING:**

**A. AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING CHAPTER 35, STREET, SIDEWALKS AND OTHER PUBLIC PLACES, CREATING DIVISION 7, TITLED "DOCKLESS MOBILITY", PERMITTING AND REGULATING THE PLACEMENT AND USE OF DOCKLESS BICYCLES AND SCOOTERS ON THE TOWN'S RIGHTS-OF-WAY; PROVIDING FOR INCLUSION INTO THE CODE; PROVIDING FOR ORDINANCES IN CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

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

Vice Mayor Rodriguez motioned approve item 11A. Councilmember Dieguez seconded the motion, and the motion passed, 6-0, with Councilmember Ruano absent.

**B. AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, RELATING TO ZONING; AMENDING CHAPTER 13, LAND DEVELOPMENT CODE, AT ARTICLE V, SECTION 13-1507, ENTITLED “DECKS AND WALKWAYS,” PERMITTING A DECK TO BE LOCATED WITHIN THE REQUIRED STREET SIDE YARD SETBACK OF CORNER LOTS FOR PROPERTIES ZONED RU-1Z; PROVIDING FOR INCLUSION INTO THE CODE; PROVIDING FOR ORDINANCES IN CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

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

Councilmember Rodriguez motioned to approve item 11B. Councilmember Dieguez seconded the motion, and all were in favor.

**12. ORDINANCES- SECOND READING (PUBLIC HEARING):**

**A. AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, RELATING TO PREVENTION OF HUMAN TRAFFICKING; AMENDING CHAPTER 13, “LAND DEVELOPMENT CODE”, AT ARTICLE IV, “ZONING DISTRICT REGULATIONS”, PROVIDING FOR FINDINGS OF FACT, INTENT AND PURPOSE; PROVIDING FOR REQUIRED SIGNAGE; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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, Mayor Cid closed the public hearing.

Mayor Cid motioned to approve the ordinance. Councilmember Alvarez seconded the motion, and all were in favor.

Councilmember Rodriguez made an amendment to the original motion to ensure the size requirement of the signage to be 11 x 17 inches. Vice Mayor Rodriguez seconded the motion, and all were in favor.

Councilmember Collazo motioned to re-open public comments. Councilmember Dieguez seconded the motion and all were in favor.

Lynn Matos came before the Town Council to speak on item 12A.

Mayor Cid closed the public hearing.

The Town Clerk called the roll on the motion as amended and all were in favor.

**B. AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING SECTION 2.56(c) OF THE TOWN CODE, TITLED TOWN ATTORNEY SELECTION AND APPOINTMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

Councilmember Dieguez motioned to approve the ordinance. Councilmember Rodriguez seconded the motion.

Mayor Cid opened the public hearing.

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

The Town Clerk called the roll, and all were in favor.

**C. AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING SECTION 2.55(c) OF THE TOWN CODE, TITLE TOWN MANAGER SELECTION AND APPOINTMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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, Mayor Cid closed the public hearing.

Councilmember Dieguez motioned to approve the ordinance. Councilmember Rodriguez seconded the motion.

Councilmember Dieguez made an amendment to his motion to include that the committee will conclude their work by the third month and a change to the language in the following

sentence by replacing should with shall to read: “...*shall conclude within four months unless extended by the council*”. Councilmember Collazo seconded the motion, and all were in favor.

The Town Clerk called the roll on the motion as amended and all were in favor.

### **13. RESOLUTIONS:**

- A. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AUTHORIZING THE TOWN MANAGER TO UTILIZE CITY OF MIAMI CONTRACT 783382-24 WITH ROBERTSON INDUSTRIES, INC. AND NJPA CONTRACT 030117-LTS WITH PLAY-POWER, INC.; WAIVING THE PROCUREMENT PROCEDURES; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO ACCESS THE CITY OF MIAMI AND NJPA’S CONTRACTS AND TO IMPLEMENT THEIR TERMS AND CONDITIONS; AUTHORIZING THE TRANSFER OF FUNDS FROM THE GENERAL FUND TO THE CAPITAL FUND; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE CONTRACTS; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

Councilmember Alvarez motioned to approve the resolution. Councilmember Dieguez seconded the motion and all were in favor.

- B. A RESOLUTION OF THE TOWN OF MIAMI LAKES, FLORIDA, FINDING THAT THE ACQUISITION OF PRIVATE PROPERTY THROUGH NEGOTIATED CONVEYANCE OR EMINENT DOMAIN SERVES A PUBLIC PURPOSE AND IS NECESSARY FOR THE DEVELOPMENT OF AND EXPANSION OF N.W. 59th AVENUE; AUTHORIZING THE TOWN ATTORNEY TO INITIATE EMINENT DOMAIN PROCEEDINGS; AUTHORIZING THE TOWN ATTORNEY’S OFFICE TO RETAIN EXPERT WITNESSES AND CONSULTANTS AND TAKE FURTHER ACTIONS THAT ARE REASONABLY NECESSARY TO ACQUIRE THE PROPERTY DESCRIBED IN EXHIBIT “A”; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

Councilmember Dieguez motioned to approve the resolution and Councilmember Alvarez seconded the motion. The Town Clerk called the roll and the motion passed, 6-0, with Councilmember Ruano absent.

- C. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE AWARD OF A CONTRACT FOR ITB 2019-06, NW 60TH AVENUE BICYCLE/PEDESTRIAN IMPROVEMENTS PROJECT TO FLORIDA ENGINEERING AND DEVELOPMENT CORP. IN AN AMOUNT NOT TO EXCEED \$1,165,094; 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.**

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

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

- D. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, ACCEPTING THE TERMS AND THE EXECUTION OF AN INTERGOVERNMENTAL AGENCY AGREEMENT WITH THE MIAMI-DADE COUNTY ALLOWING THE TOWN AUTHORITY FOR THE WRAPPING OF TRAFFIC SIGNAL CONTROLLER CABINET; PROVIDING FOR AUTHORITY TO EXECUTE AGREEMENT; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

Mayor Cid motioned to approve the resolution and Councilmember Rodriguez seconded the motion.

Mayor Cid amended his motion directing that the wrap design be presented to the Neighborhood Improvement Committee for a final approval. Councilmember Ruano seconded the motion and all were in favor.

The Town Clerk called the roll on the motion as amended, and all were in favor.

#### **14. NEW BUSINESS:**

**A. Bulky Waster Pickup (Dieguez)**

Councilmember Dieguez made a motion directing the Town Administration to develop and implement a plan for bulky waste pick up during one week of the month. Mayor Cid seconded the motion, and all were in favor. (Town pick-up truck to pick once a week)

**B. Additional Councilmember Accessibility (Alvarez)**

Councilmember Alvarez made a motion suggesting that each Councilmember alternate a Saturday to be available for constituent matters at Town Hall. The motion was seconded by Mayor Cid and all were in favor. (Two Saturdays a year per Councilmember) (Collazo also suggested that they should make themselves available to the HOA's meetings)

Councilmember Alvarez amended his motion to incorporate the Councilmembers attending the HOA's meetings. The motion was seconded by Councilmember Collazo and all were in favor. (Ruano asked about the schedule to be made regarding what elected official goes to what HOA meeting. Collazo proposed a Sunshine Meeting to determine what HOA's are active and to determine their attendance to the different HOA's).

**C. Blasting Advisory Board (Town Council)**

Councilmember Collazo motioned to reopen the order of business. Councilmember Dieguez seconded the motion and all were in favor.

Councilmember Alvarez motioned to co-sponsor item 14C, D, and E. Vice Mayor Rodriguez seconded the motion, and all were in favor. Vice Mayor Rodriguez motioned to combine item 14C and 14D. Councilmember Collazo seconded the motion, and all were in favor. Mayor Cid then motioned for the entire Town Council to be co-sponsors of item 14C, D and E. Councilmember Dieguez seconded the motion and all were in favor.

**D. Reinstating Blasting Advisory Board (Town Council)**

This item was combined with item 14C. Vice Mayor Rodriguez motioned to reinstate the Blasting Advisory Board and work with other municipalities that also have blasting concerns. This committee will provide monthly updates and recommendations to the Town Council that advocate for relief from the blasting. Councilmember Ruano seconded the motion and all were in favor.

**E. Tribute to Jack McCall (Cid, Dieguez, Collazo)**

Mayor Cid made a motion the rename the road leading into the Optimist Clubhouse (64th Avenue) and also to rename the 10U field as the Jack McCall Avenue. The motion was seconded by Councilmember Alvarez and all were in favor.

**F. April is Autism Awareness Month (N. Rodriguez)**

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

**This item was informational.**

**G. Vox Populi Rises (Cid)**

Mayor Cid made a motion to officially eliminate the Speakers Card process, have the residents state their name and address for purposes of the record and exchange the buzzer to an actual clock.

After discussion, Mayor Cid withdrew his motion. His new motion was to waive the Special Rules of Order and not use the Speakers Cards Process during the May meeting and try the pilot program and see how it goes. Collazo seconded the motion, and all were in favor. It was stated that an actual clock will be purchased for the May meeting.

**H. Support Give a Ball, Spread the Love program (N. Rodriguez)**

Vice Mayor Rodriguez motioned to support the Give a Ball, Spread the Love campaign this year, again by having Town Hall as a drop off location for basketball donations. These basketballs are donated to the children of the Overtown Youth Center. Councilmember Collazo seconded the motion, and all were in favor.

**I. Honoring the “Volunteer” (Cid)**

Mayor Cid motioned to designate a place in Town Hall to honor the volunteers. Councilmember Collazo seconded the motion and then amended the original motion by designating the community conference room to hold recognitions of the volunteers and memorializing Felicia Salazar for her artwork on the Town Seal. Vice Mayor Rodriguez seconded the motion, and all were in favor.

**15. MAYOR AND COUNCILMEMBERS REPORT:**

**A. Citizen’s Government Academy (Cid)**

Mayor Cid reported on The City of Doral’s attempt to inform the residents with a Q&A involving the City Manager, City Clerk, and Elected Officials.

**B. Exporting Good Government- Miami Lakes Brand (Cid)**

Mayor Cid reported on exporting good government from the Town’s elected officials to help other municipalities.

**16. MANAGER’S REPORT:**

**A. Balgowan Traffic Calming Options**

Town Manager Edward Pidermann reported on three options provided by the Public Works Department to reduce speed on Balgowan Road.

**B. Town Manager Monthly Police Report**

Town Commander, Javier Ruiz, provided the monthly crime report to the Town Council.

**C. Comprehensive Annual Financial Report (CAFR) FY2018 Presentation**

Jerry Linates, Senior Audit Manager, presented the Comprehensive Annual Financial Report with positive balances on all categories of the Town to the Council.

**D. Request for Reallocation of Funds for the Cultural Affairs Committee**

This item was discussed under Committee Reports.

**E. Miami Lakes Connect**

Community Engagement & Outreach Director, Clarisell De Cardenas, provided a report to the Town Council on Miami Lakes Connect. The new citizen response platform where residents can submit and track service requests, launched April 1<sup>st</sup>, 2019.

**F. Request for Reallocation of Funds for the Public Safety Committee**

This item was discussed under Committee Reports.

**17. ATTORNEY'S REPORT:**

**A. Attorney's Report**

The Town Attorney, Raul Gastesi, reported on the current ongoing litigations provided in the agenda.

**ADJOURNMENT:**

There being no further business to come before the Town Council, the meeting adjourned at 10:36 p.m.

Approved on this 14<sup>th</sup> day of May 2019.

Attest:

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Manny Cid, Mayor

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Gina Inguanzo, Town Clerk



**MINUTES**  
**Workshop**  
**April 22, 2019**  
**7:45 P.M.**  
**Government Center**  
**6601 Main Street**  
**Miami Lakes, Florida 33014**

**1. ROLL CALL:**

Mayor Cid opened the Sunshine Meeting at 7:45 p.m.

Present were Councilmembers: Carlos Alvarez, Luis Collazo, Joshua Dieguez, Jeffrey Rodriguez, Marilyn Ruano, Vice Mayor Nelson Rodriguez and Mayor Manny Cid.

**2. Pledge of Allegiance/Moment of Silence:**

Vice Mayor Nelson Rodriguez led the Pledge of allegiance

**3. Public Comment:**

Bonnie Cintron came before the Town Council to speak on Town funding.

Maria Kramer came before the Town Council to speak on Town funding.

Mirtha Mendez came before the Town Council to speak on the strategic plan.

Claudia Lucas came before the Town Council to speak on strategic plan.

Abel Fernandez came before the Town Council to speak on the strategic plan.

Pilar Delmont came before the Town Council to speak on the strategic plan.

George Llorena came before the Town Council to speak on the optimist park.

Jose Pereda came before the Town Council to speak on parks.

Susana Herrera came before the Town Council to speak on the strategic plan.

**4. Items for Discussion and Action:**

**A. Imagine Miami Lakes 2025 Strategic Plan Review Workshop**

The Deputy Town Manager, Tony Lopez, and German Cure, Project Manager, introduced the presentation of the Strategic Plan 2025.

Michelle Gonzalez, Senior Transportation Manager, provided a transportation presentation of future projects in the Town and answered questions posed by the Council.

Carlos Acosta, Public Works Director, presented on public works projects and answered questions posed by the Town Council.

Carmen Olazabal, Chief of Capital Improvement Projects, presented on the capital improvement projects in the Town and answered questions posed by the Council.

Daniel Angel, Business Operations Manager, presented on the Town's parks and recreation improvement projects and answered questions posed by the Town Council.

Clarisell De Cardenas, Director of Community Engagement & Outreach, presented on the economic, social media, and communication strategies, and answered questions posed by the Town Council.

Ismael Diaz, Chief Financial Officer, presented on the Town's financial transparency strategies and answered questions posed by the Town Council.

There being no further business to come before the Council, the meeting adjourned at 11:00 p.m.

Approved this 14<sup>th</sup> day of May 2019.

Attest:

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Manny Cid, Mayor

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Gina Inguanzo, Town Clerk



## **Town of Miami Lakes Memorandum**

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**To:** Honorable Mayor and Councilmembers  
**From:** Edward Pidermann, Town Manager  
**Subject:** TRAKiT Bid Waiver (Building Department Software)  
**Date:** 5/14/2019

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### **Recommendation:**

It is recommended that the Town Council authorize a waiver of the competitive solicitation process under Section 5(d) of Ordinance 17-203 and authorize the Town Manager to execute an amendment to Exhibit 1 of the Software Maintenance Agreement (“Agreement”) between the Town of Miami Lakes (“Town”) and SunGard Public Sector LLC, now known as Superion, LLC (“Superion”) a Central Square Technologies company, dated September 23, 2016 for the removal and replacement of the TRAKiT eMarkup Server (“eMarkup”) with BlueBeam Revu at no additional cost, Fusion (Laserfiche) subscription, and five (5) additional licenses and to authorize the Town Manager to execute future agreements with Superion as needed in an amount not to exceed budgeted funds. The total cost of this Amendment is \$17,260 for license fees and maintenance. Funds for this Amendment are budgeted from the Permit Fees under the Building Department Fund.

### **Background:**

TRAKiT is a full suite of software applications that is comprised of a series of interrelated modules that are tightly linked with a GIS-centric (Geographic Information System) database to provide an easy-to-use system for creating, issuing, and tracking any type of community development activity all within a single-screen interface. The Town of Miami Lakes (“the Town”) uses this software for the creation, tracking, and issuing of permits, code violation cases, and lien letters. The Town authorized the purchase of TRAKiT in July of 2011 from CRW Systems, Inc., which has been acquired by several companies since then, but is currently owned by Central Square Technologies.

The Town hired a consultant to assist with the implementation of TRAKiT, which took approximately six (6) months to carry out. TRAKiT has had several customizable features added, such as personalized permit reports, scripts on permit expiration and lien letters, along with modified workflows. Since then, the Town staff and residents have become familiar with TRAKiT’s user interface and the procedure to apply for and process permits.

The Town’s Code Enforcement, Building, and Town Clerk departments have been using TRAKiT since its implementation in 2012. Recently, the Town upgraded TRAKiT to their latest version of the software, TRAKiT 9.

In addition to the eMarkup application being replaced by BlueBeam Revu, a modern design application that

complies with Rule 61G15-23.003 of the Florida Administrative Code that allows architects and engineers to upload, review, sign and seal work electronically, which eliminates the need for engineers to visit the building department to manually sign plans and in turn, saves time and minimizes walk-in traffic, there are a few other additions to this Amendment:

1. The addition of five (5) user licenses will allow the Building Department to work more efficiently. Currently, Building Department staff have been struggling with users being able to access TRAKiT concurrently due to the number of licenses.

2 . Fusion (Laserfiche) is a software that enables organizations to manage and store documents, videos, photos, and other content. The Laserfiche plugin-enhanced functionality will allow single storage point for records and bi-directional transmission of data between TRAKiT and Laserfiche. Currently, this process requires data import into each system individually.

For the reasons stated above, it is recommended that the Town Council authorize a waiver of the competitive solicitation process under Section 5(d) of Ordinance 17-203 and authorize the Town Manager to execute Amendment 1 of the Agreement and any future agreements as needed in an amount not to exceed budgeted funds.

#### **ATTACHMENTS:**

Description

**Resolution**

**Superior Maintenance Agreement**

**Amendment**

**RESOLUTION NO. 19-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, WAIVING SECTION 5 OF TOWN ORDINANCE 17-203; APPROVING THE AMENDMENT OF CONTRACT #2016-05SU FOR THE REPLACEMENT OF EMARKUP WITH BLUEBEAM REVU, THE ADDITION OF FUSION, AN ADDITIONAL 5 LICENSES AND ANY FUTURE AGREEMENTS AS NEEDED IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS; 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”) requires an easy-to-use system for creating, issuing, and tracking any type of community development activity for purposes of issuing permits or tracking code enforcement cases and lien letters; and

**WHEREAS**, Section 5(d) of the Town’s Procurement Ordinance 17-203 provides that the Town Manager may request authorization from the Town Council to waive the requirements of Section 5 where the Town Manager has made a written recommendation where, based on specific circumstances, it is not practical to comply with the requirements of this Section for a specific solicitation; and

**WHEREAS**, the Town Manager recommends the approval of an Amendment to the Software Maintenance Agreement with Superion; specifically removal of eMarkup feature and replacement with BlueBeam Revu and Fusion (Laserfiche) features, and the addition of five (5) licenses in an amount not to exceed budgeted funds;

**WHEREAS**, the Town Council approves the recommendations of the Town Manager and authorizes the Town Manager to execute Amendment with Superion for the replacement of eMarkup feature with BlueBeam Revu and Fusion (Laserfishe) feature, and the addition of five (5) licenses in an amount not to exceed budgeted funds.

**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. Waiver of Competitive Bidding.** The Town Council hereby waives the requirements of Section 5 of Town Ordinance 17-203 pursuant to Subsection 5(d).

**Section 3. Approval of the Contract.** The Town Council hereby approves the execution of the Amendment with Superion in substantially the same form as attached hereto as Exhibit “A” for the replacement of eMarkup with BlueBeam Revu, Fusion (Laserfishe), and five (5) additional licenses in an amount not to exceed budgeted funds (hereinafter referred to as “Contract”).

**Section 4. Authorization of Town Officials.** The Town Manager, his designee and the Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the Contract.

**Section 5. Authorization of Fund Expenditure.** The Town Manager is authorized to expend budgeted funds to implement the terms and conditions of this Resolution and the Contract.

**Section 6. Execution of the Contract.** The Town Manager is authorized to execute the Amendment with Superion, LLC in an amount not to exceed budgeted funds and to execute

any extension and/or amendments to the Contract, subject to approval as to form and legality by the Town Attorney.

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

**THIS SPACE INTENTIONALLY LEFT BLANK**

Passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

The foregoing resolution was offered by \_\_\_\_\_ who moved its adoption. The motion was seconded by \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Nelson Rodriguez	_____
Councilmember Carlos Alvarez	_____
Councilmember Joshua Dieguez	_____
Councilmember Jeffrey Rodriguez	_____
Councilmember Luis Collazo	_____
Councilmember Marilyn Ruano	_____

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Manny Cid  
MAYOR

Attest:

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Gina Inguanzo  
TOWN CLERK

Approved as to form and legal sufficiency:

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Raul Gastesi, Jr.  
Gastesi & Associates, P.A.  
TOWN ATTORNEY



# **EXHIBIT A**

Amendment I to Agreement  
between the  
Town of Miami Lakes  
and  
**Superion, LLC**



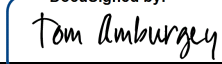
## Superion Solutions Maintenance Agreement

This Superion Solutions Maintenance Agreement (the "**Agreement**"), effective as of the latest date shown on the signature block below (the "**Effective Date**"), is entered into between Superion, a Delaware Limited Liability Company with its principal place of business in Lake Mary, FL ("**Superion**") and the Town of Miami Lakes, Florida ("**Customer**"), together with Superion, the "**Parties**", and each, a "**Party**".

**WHEREAS**, Superion offers ongoing maintenance and support services to software applications it has licensed or granted cloud/remote access to; and

**WHEREAS**, Customer desires to renew these services and/or access rights for an annual term and Superion desires to grant and provide these services and/or access rights, subject to the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the signatures of their duly authorized representative below, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

SUPERION, LLC.	Town of Miami Lakes
1000 Business Center Dr. Lake Mary, FL 32746	6601 Main St. Miami Lakes, FL 33014
By: 	By:
Print Name: Tom Amburgey	Print Name:
Print Title: General Manager	Print Title:
Date Signed: March 29, 2019	Date Signed:

### 1. **Superion Solution: Public Administration**

### 2. **Term.**

- 2.1. The Term of this Agreement commences as of the Effective Date stated in Exhibit 1 unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**").
- 2.2. Renewal Term. At the Customer's election, this Agreement may automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to any of the Agreement's provisions (a "**Renewal Term**" and, collectively, with the Initial Term, the "**Term**").
- 2.3. Non-Renewal. Customer may elect to end renewal of the contract by issuing a notice of non-renewal, in writing, three (3) months prior to the expiration of the current contract term.

### 3. **Fees.** In consideration of the rights and services granted by Superion to Customer under this Agreement, Customer shall make payments to Superion pursuant to the amounts and payment terms outlined in Exhibit 1 (the "**Cost Summary**").

### 4. **Definitions.** Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:

- 4.1. "**Action**" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.
- 4.2. "**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person.
- 4.3. "**Authorized User**" means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Superion Solutions under the rights granted to Customer pursuant to this Agreement, and for whom access to the Superion Solutions has been purchased.

- 4.4. **"Baseline"** means the version of a Superior Solution updated to the particular time in question through Superior's warranty services and maintenance, but without any other modification whatsoever.
- 4.5. **"Component System"** means any one of the Superior Solutions Customer has currently licensed, subscribed to, or been granted cloud access to, including all copies of Source Code, Object Code and all related specifications, Documentation, technical information, and all corrections, modifications, additions, development work, improvements and enhancements to and all Intellectual Property Rights for such Component System.
- 4.6. **"Customer Data"** means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Superior Solutions, provided the data is not personally identifiable and not identifiable to Customer.
- 4.7. **"Custom Modification"** means a change that Superior has made at Customer's request to any Component System in accordance with a Superior-generated specification, but without any other changes whatsoever by any Person.
- 4.8. **"Customer Systems"** means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the use of third-party services.
- 4.9. **"Defect"** means a material deviation between the Baseline Superior Solution and its Documentation, for which Defect Customer has given Superior enough information to enable Superior to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under Superior's control. Further, with regard to each Custom Modification, Defect means a material deviation between the Custom Modification and the Superior-generated specification and documentation for such Custom Modification, and for which Defect Customer has given Superior enough information to enable Superior to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under Superior's control.
- 4.10. **"Documentation"** means any manuals, instructions, or other documents or materials that Superior provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Superior Solutions, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.
- 4.11. **"Enhancements"** means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.
- 4.12. **"Harmful Code"** means any software, hardware, device or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Superior Solutions as intended by this Agreement.
- 4.13. **"Intellectual Property Rights"** means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- 4.14. **"Maintenance"** means optimization, error correction, modifications, and updates to Superior Systems to correct any known Defects and improve performance. Maintenance will be provided for each Component System, the hours and details of which are described in Exhibit 2 (**"Support Standards"**).
- 4.15. **"New Releases"** means new editions of a Baseline Component System or Custom Modification.
- 4.16. **"Person"** means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.
- 4.17. **"Personal Information"** means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.

- 4.18. **"Professional Services"** means installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by Superion.
- 4.19. **"Representatives"** means, with respect to a party, that party's employees, officers, directors, agents, subcontractors, and legal advisors.
- 4.20. **"Superion Personnel"** means all individuals involved in the performance of Support Services and Professional Services as employees, agents, Subcontractors or independent contractors of Superion.
- 4.21. **"Superion Solution(s)"** means the Component Systems, Documentation, Custom Modifications, development work, Superion Systems and any and all information, data, documents, materials, works, devices, methods, processes, hardware, software, technologies, inventions, deliverables, technical or functional descriptions, requirements, plans, and reports, provided or used by Superion or any Subcontractor in connection with Support Services rendered under this Agreement.
- 4.22. **"Superion Systems"** means the information technology infrastructure used by or on behalf of Superion to deliver Superion Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Superion or through the use of third-party services.
- 4.23. **"Support Services"** means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with the detailed Support Standards outlined in Exhibit 2.
- 4.24. **"Third-Party Materials"** means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Superion Solutions that are not proprietary to Superion.

## 5. Support Services, Access & Delivery.

- 5.1. Maintenance & Support: Subject to and conditioned on Customer and their Authorized Users' compliance with the terms and conditions of this Agreement, during the Term Superion will provide to Customer Support Services in accordance with the Support Standards outlined in Exhibit 2, to include Maintenance actions, optimization, error correction, modifications, updates, correcting known Defects, improving performance, Enhancements, implementation of New Releases, general support efforts, and responding to incidents reported by Customer in accordance with the detailed Support Standards in Exhibit 2.
- 5.2. Access, Scope of Use & Delivery. Subject to and conditioned on Customer and their Authorized Users' compliance with the terms and conditions of this Agreement, Superion hereby grants Customer a non-exclusive, non-transferable right to access and use the Solutions, solely by Authorized Users. Such use is limited to Customer's internal use.
- 5.3. Delivery. For additional purchases of software and/or hardware from Superion (or Third-Party Offerings through Superion) during the Maintenance Term via Add-On Quote or similar supplemental procurement agreement, Superion shall deliver to Customer the initial copies of the Superion Solution(s) purchased by (a) electronic delivery, by posting it on Superion's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method. Physical shipment is on FOB-Superion's shipping point, and electronic delivery is deemed effective at the time Superion provides Customer with access to download the Superion Solutions. The date of such delivery shall be referred to as the **"Delivery Date."**

## 6. System Control, Limitations & Exceptions.

- 6.1. System Control. Except as otherwise expressly provided in this Agreement: (i) Superion has and will retain sole control over the operation, provision, maintenance, and management of the Superion Solutions; and (ii) Customer has and will retain sole control over the operation, maintenance, management of, and all access to and use of, the Customer Systems, and sole responsibility for access to and use of the Superion Solutions by any Person by or through the Customer Systems or other means controlled by Customer or any Authorized User, including any reports or results obtained from any use of the Superion Solutions, and conclusions, decisions, or actions based on such use.
- 6.2. Limitations. Customer must provide Superion with such facilities, equipment and support as are reasonably necessary for Superion to perform its obligations under this Agreement, including, if required by Superion, remote access to the Customer Systems. Superion is not responsible or liable for any delay or failure of performance caused in whole or in part by any Customer delay or Customer's failure to perform any obligations under this Agreement.

6.3. **Exceptions.** Superion has no obligation to provide Support Services relating to any Defect with the Superion Solutions that, in whole or in part, arise out of or result from any of the following:

- 6.3.1. software, or media on which provided, that is modified or damaged by Customer or third party;
- 6.3.2. any operation or use of, or other activity relating to, the Superion Solutions other than as specified in the Documentation, including any incorporation, or combination, operation or use of the Superion Solutions in or with, any technology (software, hardware, firmware, system, or network) or service not specified for Customer's use in the Documentation;
- 6.3.3. any negligence, abuse, misapplication, or misuse of the Superion Solution other than by Superion personnel, including any Customer use of the Superion Solution other than as specified in the Documentation or expressly authorized in writing by Superion;
- 6.3.4. if applicable for various premise based Superion Solutions, any Customer's failure to promptly install any New Releases that Superion has previously made available to Customer;
- 6.3.5. the operation of, or access to, Customer's or a third party's system, materials or network;
- 6.3.6. any relocation of the Superion Solution other than by Superion personnel;
- 6.3.7. any beta software, software that Superion makes available for testing or demonstration purposes, temporary software modules, or software for which Superion does not receive a fee;
- 6.3.8. any breach of or noncompliance with any provision of this Agreement by Customer or any of its Representatives or any Force Majeure Event (including abnormal physical or electrical stress).

7. **Reservation of Rights.** Except for the specified rights outlined in this Section, nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Support Services, Superion Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Superion Solutions, and the Third-Party Materials are and will remain with Superion and the respective rights holders.

8. **Changes.** Superion reserves the right, in its sole discretion, to make any changes to the Support Services and Superion Solutions that it deems necessary or useful to: (a) maintain or enhance the quality or delivery of Superion's services to its customers, the competitive strength of or market for Superion's services, or the Support Services' cost efficiency or performance; or (b) to comply with applicable law. Without limiting the foregoing, either party may, at any time during the Term, request in writing changes to particular Support Services, Professional Services or their product suite of Superion Solutions. The parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in either a Superion issued Add-On Quote signed by the Customer, or a written change order or amendment to this agreement signed by both parties.

9. **Subcontractors.** Superion may from time to time in its discretion engage third parties to perform Support Services (each, a "Subcontractor").

10. **Security Measures.** The Superion Solution may contain technological measures designed to prevent unauthorized or illegal use of the Superion Solution. Customer acknowledges and agrees that: (a) Superion may use these and other lawful measures to verify compliance with the terms of this Agreement and enforce Superion's rights, including all Intellectual Property Rights, in and to the Superion Solution; (b) Superion may deny any individual access to and/or use of the Superion Solution if Superion, in its reasonable discretion, believes that person's use of the Superion Solution would violate any provision of this Agreement, regardless of whether Customer designated that person as an Authorized User; and (c) Superion may collect, maintain, process, use and disclose technical, diagnostic and related non-identifiable data gathered periodically which may lead to improvements in the performance and security of the Superion Solutions.

11. **Use Restrictions.** Customer shall not, and shall not permit any other Person to, access or use the Superion Solutions except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:

- 11.1. copy, modify, or create derivative works or improvements of the Superion Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Superion Solutions to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;
- 11.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Superion Solutions, in whole or in part;



- 11.3. bypass or breach any security device or protection used by Superion Solutions or access or use the Superion Solutions other than by an Authorized User through the use of his or her own then valid access;
- 11.4. input, upload, transmit, or otherwise provide to or through the Superion Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;
- 11.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Superion Systems, or Superion's provision of services to any third party, in whole or in part;
- 11.6. remove, delete, alter, or obscure any trademarks, Specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Superion Solutions, including any copy thereof;
- 11.7. access or use the Superion Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party, or that violates any applicable law;
- 11.8. access or use the Superion Solutions for purposes of competitive analysis of the Superion Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to Superion's detriment or commercial disadvantage or otherwise access or use the Superion Solutions beyond the scope of the authorization granted under this Section.

## 12. Customer Obligations.

- 12.1. Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Superion Solutions are accessed or used; (b) provide Superion Personnel with such access to Customer's premises and Customer Systems as is necessary for Superion to perform the Support Services in accordance with the Support Standard; and (c) provide cooperation as Superion may reasonably request to enable Superion to exercise its rights and perform its obligations under and in connection with this Agreement.
- 12.2. Effect of Customer Failure or Delay. Superion is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.
- 12.3. Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 11, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Superion Solutions and permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify Superion of any such actual or threatened activity.

## 13. Confidentiality.

- 13.1. Confidential Information. "**Confidential Information**" means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations. Without limiting the foregoing, Confidential Information of Superion includes the Superion Solutions, all software provided with the Superion Solutions, and algorithms, methods, techniques and processes revealed by the Source Code of the Superion Solutions and any software provided with the Superion Solutions. In connection with this Agreement each party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other party (as the "**Receiving Party**").
- 13.2. Exclusions. Confidential Information does not include information that: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party or any of its Representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was or is independently developed by the Receiving Party without reference or use of any Confidential Information.
- 13.3. Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:
  - 13.3.1. not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;

- 13.3.2. not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section; and (iii) are bound by written confidentiality or restricted use obligations at least as protective of the Confidential Information as the terms in this Section;
- 13.3.3. safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its sensitive information and in no event less than a reasonable degree of care;
- 13.3.4. ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Section.
- 13.4. Compelled Disclosures. If the either Party or any of its Representatives is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by law, that Party shall: (a) promptly, and prior to such disclosure, notify the other Party in writing of such requirement so that they can seek a protective order or other remedy or waive its rights under Section .3; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose.
- 13.5. Trade Secrets. Notwithstanding any other provisions of this Agreement, the Receiving Party's obligations under this Section with respect to any Confidential Information that constitutes a trade secret under any applicable law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable laws other than as a result of any act or omission of the Receiving Party or any of its Representatives.

#### 14. Security.

- 14.1. Superion will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. Superion will review and test such safeguards on no less than an annual basis.
- 14.2. Customer shall maintain, in connection with the operation or use of the Superion Solutions, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.
- 14.3. To the extent that Authorized Users are permitted to have access to the Superion Solutions, Customer shall maintain agreements with such Authorized Users that adequately protect the confidentiality and Intellectual Property Rights of Superion in the Superion Solutions and Documentation, and disclaim any liability or responsibility of Superion with respect to such Authorized Users.

#### 15. Personal Data. If Superion processes or otherwise has access to any personal data or personal information on Customer's behalf when performing Superion's obligations under this Agreement, then:

- 15.1. Customer shall be the data controller (where "**data controller**" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and Superion shall be a data processor (where "**data processor**" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);
- 15.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to Superion so that Superion may lawfully use, process and transfer the personal data and personal information in accordance with this Agreement on Customer's behalf, which may include Superion processing and transferring the relevant personal data or personal information outside the country where Customer and the Authorized Users are located in order for Superion to provide the Superion Solutions and perform its other obligations under this Agreement; and
- 15.3. Superion shall process personal data and information only in accordance with lawful and reasonable instructions given by Customer and as set out in and in accordance with the terms of this Agreement; and

- 15.4. each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken.

## 16. Representations and Warranties.

- 16.1. Support Services Representation and Warranty. Superior represents, warrants, and covenants to Customer that during the Term, Superior will perform the Support Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with both generally recognized industry standards for similar services, and the specific guidance for support found in Exhibit 2, and will devote adequate resources to meet its obligations under this Agreement. If Customer reasonably believes that any Support Services failed to meet this warranty, they will follow their preferred escalation path outlined in the Support Standards below, including receipt of service credit.

- 16.2. **DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH ABOVE, SUPERION MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE SUPERION SOLUTIONS, SUPPORT SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT SUPERION DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. FURTHER, SUPERION EXPRESSLY DOES NOT WARRANT THAT A SUPERION SOLUTION, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE SUPERION SOLUTION OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN SUPERION PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER. THIS AGREEMENT DOES NOT AMEND, OR MODIFY SUPERION'S WARRANTIES UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.**

17. **Notices.** All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested; transmitted by facsimile or email confirmed by United States first class mail, or sent by overnight courier. Notices must be sent to a Party at its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

If to Superior: **Superior**  
**1000 Business Center Dr.**  
**Lake Mary, FL.**  
**Phone: 407-304-3235      email: [info@superion.com](mailto:info@superion.com)**  
**Attention: Senior Counsel / Contracts Department**

If to Customer: **Town of Miami Lakes**  
**6601 Main St.**  
**Miami Lakes, FL 33014**  
**Phone: \* \_\_\_\_\_ email: \* \_\_\_\_\_**  
**Attention: \* \_\_\_\_\_**

## 18. Force Majeure.

- 18.1. No Breach or Default. Neither Party will be liable to the other for any failure or delay in fulfilling or performing any term of this Agreement (except for any payment obligation) when and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control (a "**Force Majeure Event**"), including Acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, national or regional emergency, riot or other civil-unrest, labor disruption, acts and omissions of third parties, governmental and judicial action (including embargoes, export or import restrictions) not the fault



of the Party failing or delaying in performance.

- 18.2. Affected Party Obligations. In the event of any failure or delay caused by a Force Majeure Event, the affected Party shall give prompt written notice to the other Party stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

## 19. Mutual Indemnification.

- 19.1. Superior Indemnification. Superior shall indemnify, defend, and hold harmless Customer and Customer's officers, elected officials, directors, employees, agents, successors, and assigns from and against any and all losses incurred by or resulting from any Action by a third party (other than an Affiliate of Customer) that Customer's use of the Superior Solutions in accordance with this Agreement infringes or misappropriates such third party's US Intellectual Property Rights, US patents, copyrights, or trade secrets. The foregoing obligation does not apply to the extent that the alleged infringement arises from:

19.1.1. Third-Party Materials or Customer Data;

19.1.2. access to or use of the Superior Solutions in combination with any hardware, system, software, network, or other materials or service not provided by Superior or specified for Customer's use in the Documentation;

19.1.3. modification of the Superior Solutions other than: by or on behalf of Superior or with Superior's written approval in accordance with Superior's written specification;

19.1.4. failure to timely implement any modifications, upgrades, replacements, or enhancements made available to Customer by or on behalf of Superior; or

19.1.5. act, omission, or other matter described in Section 15.2 below, whether or not the same results in any Action against or losses by any Superior Indemnitee.

- 19.2. Customer Indemnification. Customer shall indemnify, defend, and hold harmless Superior and its officers, directors, employees, agents, successors, and assigns from and against any and all losses incurred by Superior resulting from any Action by a third party (other than an Affiliate of Superior) that arise out of or result from, or are alleged to arise out of or result from:

19.2.1. Customer Data, including any Processing of Customer Data by or on behalf of Superior in accordance with this Agreement;

19.2.2. Gross negligence or more culpable act or omission (including recklessness or willful misconduct) by Customer, any Authorized User, or any third party on behalf of Customer or any Authorized User, in connection with this Agreement.

19.3. Procedure. Each party shall promptly notify the other party in writing of any Action for which such party believes it is entitled to be indemnified. The party seeking indemnification shall cooperate with the other party at that party's sole cost and expense. The indemnitor shall promptly assume control of the defense and shall employ counsel of its choice that is reasonably acceptable to the indemnitee to handle and defend the same.

- 19.4. Sole Remedy. THIS SECTION SETS FORTH CUSTOMER'S SOLE REMEDIES AND SUPERIOR'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES AND SUPERIOR SOLUTIONS OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

## 20. Termination. This Agreement may be terminated:

- 20.1. For cause by either Party, effective on written notice to the other Party, if the other Party materially breaches this Agreement and: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach.
- 20.2. For lack of payment by written notice to Customer, if Customer's failure to pay amounts due under this Agreement has continued more than ninety (90) days after delivery of written notice of non-payment.

## 21. Effect of Termination or Expiration. On the expiration or earlier termination of this Agreement:

- 21.1. all rights, access, and authorizations granted to Customer hereunder will immediately terminate and Customer shall immediately cease all use of and other activities with respect to Superior's Confidential Information relating to the Superior Solutions, and within thirty (30) days deliver to Superior, or at Superior's request destroy and erase Superior's Confidential Information from all systems Customer directly or indirectly controls; and

- 21.2. all access or subscription fees, services rendered but unpaid, and any amounts due by Customer to Superior of any kind are immediately payable and due no later than thirty (30) days after the effective date of the termination or expiration, including anything that accrues within those thirty days.
- 21.3. The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature (including but not limited to: Use Restrictions, Confidential Information, Warranty Disclaimers, Mutual Indemnifications & Limitations of Liability), should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement.
- 21.4. Return of Customer Data. If Customer requests in writing at least 10 days prior to the effective date of expiration or earlier termination of this Agreement, Superior shall within 60 days following such expiration or termination, deliver to Customer in Superior's standard format the then most recent version of Customer Data maintained by Superior, provided that Customer has at that time paid all Fees then outstanding and any amounts payable after or as a result of such expiration or termination.
- 21.5. Deconversion. In the event of (i) expiration or earlier termination of this Agreement, or (ii) Customer no longer purchasing certain Superior Solutions (including those indicated to be Third-Party Materials), if Customer requests assistance in the transfer of Customer Data to a different vendor's applications ("**Deconversion**"), Superior will provide reasonable assistance. Superior and Customer will negotiate in good faith to establish the relative roles and responsibilities of Superior and Customer in effecting Deconversion, as well as the appropriate date for completion. Superior shall be entitled to receive compensation for any additional consultation, software and documentation required for Deconversion on a time and materials basis at Superior's then standard rates.
- 22. Assignment.** Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Superior's prior written consent, which consent Superior may give or withhold in its sole discretion. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation, or reorganization involving Customer (regardless of whether Customer is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Agreement for which Superior's prior written consent is required. No delegation or other transfer will relieve Customer of any of its obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of this Section is void. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors.
- 23. No Waiver.** A Party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that Party to later enforce any such rights or to enforce any other or any subsequent breach.
- 24. Arbitration of Disputes.** Any dispute, controversy or claim arising out of or relating to this Agreement, including the breach, termination, or validity thereof, shall be resolved by final and binding arbitration.
- 24.1. Arbitration Procedure. The claimant shall commence the arbitration by delivering a notice of arbitration to the respondent setting out the nature of the claim(s), the relief requested, and the proposed location. Within thirty (30) days of the receipt of the notice, the respondent shall deliver its answer any counterclaim(s), relief requested, and any proposed change to location. The tribunal shall consist of three (3) arbitrators, appointed as follows: The claimant shall appoint an arbitrator in the request for arbitration and the respondent shall appoint an arbitrator in the answer. The two arbitrators so appointed shall, within thirty (30) days of delivery of the answer, appoint a third arbitrator who shall act as the chair of the tribunal. The tribunal shall decide the procedures in the arbitration after consultation with the parties. The tribunal may make its decisions by a majority. The tribunal shall have the power to grant any provisional or final remedy or relief it deems appropriate, including conservatory measures and an award of attorneys' fees. The parties agree that judgment may be entered upon the award by any court having jurisdiction.
- 25. Jurisdiction and Governing Law.** This Agreement and any dispute or claim arising, directly or indirectly, out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by, and shall be construed and enforced in accordance with, the laws of the State of Florida excluding choice of law. Each party irrevocably (i) agrees that a County or Circuit Court in the Eighteenth Judicial Circuit, in and for Seminole County, Florida, or the United States District for the Middle District of Florida, shall have exclusive jurisdiction to settle any dispute, controversy or claim arising, directly or indirectly, out of or in connection with this Agreement, or the breach, termination or validity thereof (including non-contractual disputes or claims) and that such court shall be the proper venue therefor; (ii) waives the right to trial by jury, (iii) consents to service of process by first class certified mail, return receipt requested, postage prepaid, to the address at

which the party is to receive notice and (iv) agrees that the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs and other legal expenses from the other party.

**26. Severability.** If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

**27. LIMITATIONS OF LIABILITY.**

**LIMITED LIABILITY OF SUPERION.** SUPERION'S LIABILITY IN CONNECTION WITH THE SERVICES, IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED FEES THAT CUSTOMER ACTUALLY PAID TO SUPERION IN THE PREVIOUS TWELVE MONTHS PRECEDING THE ACTIONS LEADING TO WHEN SUCH LIABILITY AROSE. IN ANY EVENT, SUPERION SHALL NOT BE LIABLE FOR ANY LOSSES RESULTING FROM THE CRIMINAL ACTS OF THIRD PARTIES.

**EXCLUSION OF DAMAGES.** REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL SUPERION, SUPERION PERSONNEL, SUBCONTRACTORS OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY (I) LOSS OF DATA, BUSINESS, REVENUE, PROFIT, GOODWILL, OR REPUTATION, (II) BUSINESS INTERRUPTION, INCREASED COSTS, OR DIMINUTION IN VALUE, OR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE; AND WHETHER OR NOT SUPERION, SUPERION PERSONNEL, SUBCONTRACTORS OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

**BASIS OF THE BARGAIN.** CUSTOMER ACKNOWLEDGES THAT SUPERION HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

**28. Third-Party Materials.** Customer is hereby advised that Superion provides front-line support services for third parties, but these third parties assumes all responsibility for and liability in connection with the Third-Party Materials. Superion is not authorized to make any representations or warranties that are binding upon the third party or to engage in any other acts that are binding upon the third party, excepting specifically that Superion is authorized to represent the fees for the Third-Party Materials as the same is provided for in the Agreement and to accept payment of such amounts from Customer on behalf of the third party for as long as such third party authorizes Superion to do so. As a condition precedent to installing/accessing any Third-Party Materials, Customer may be required to execute a click-through, shrink-wrap EULA or similar agreement provided by the Third-Party Materials provider.

**29. Entire Agreement; Amendment and Modification.** This Agreement contains the entire understanding of the parties with respect to Maintenance, Support, Access, Service Levels and its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about these services and this subject matter. Nothing contained herein is intended to supersede or nullify any terms and conditions, rights, grants or licensed products purchased previously between the parties in prior Agreements. No modification of this Agreement will be effective unless in writing, signed by each Party, and expressly states that it amends this Agreement. Notwithstanding anything to the contrary herein, official Add-On Quotes on Superion letterhead issued by authorized Superion representatives and signed by Customer shall constitute supplemental order form amendments to this Agreement by allowing additional products or services to be added when needed.

**30. No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.

**31. Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**32. Cooperative Purchases.** This Contract may be used by other government agencies. Superion has agreed to offer similar services to other agencies under the same terms and conditions as stated herein except that the compensation may be negotiated between Superion and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The Customer will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such agencies.

**33. Incorporated Exhibits to this Agreement:**

- 33.1. Exhibit 1 – Project Cost Summary
- 33.2. Exhibit 2 - Maintenance & Support Standards
- 33.3. Exhibit 3 – Travel Expense Guidelines

**EXHIBIT 1****Project Cost Summary**

<b>Application</b>	<b>Qty</b>	<b>Annual Term 5/1/2019-4/30/2020</b>
Mobility Suite - iTRAKiT	1	\$ 3,341.84
AEC TRAK	1	\$ -
CodeTRAK	1	\$ -
Citizen Portal - eTRAKiT	1	\$ -
LandTrak	1	\$ -
LicenseTRAK	1	\$ -
TRAKiT GIS STD	1	\$ -
PermitTRAK	1	\$ -
ProjectTRAK	1	\$ -
TRAKiT eMarkup Server	1	\$ 9,468.52
TRAKiT(15 USERS)	1	\$ 23,865.16
<b>Total</b>		<b>\$ 36,675.51 *</b>

\*NOTE: A 5% increase was applied to your maintenance support for 2019.

<b>Application</b>	<b>Prorated 7 months 10/1/20 - 4/30/21</b>
TRAKiT End User License (5 users)	1 \$ 1,166.67
TRAKiT-Finance Web API	1 \$ 1,166.67
<b>Total</b>	<b>\$ 2,333.34</b>

**PAYMENT TERMS:**

- a. Customer is responsible for paying all taxes relating to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide Superion valid proof of exemption; otherwise, Superion will invoice Customer and Customer will pay to Superion all such tax amounts.
- b. If Customer fails to make any payment when due, then Superion may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly, or, if lower, the highest rate permitted under applicable law; and If such failure continues for 90 days following written notice thereof, Superion may suspend performance or access until past due amounts have been paid.



## EXHIBIT 2

### **PART I - Support Standards for Premise Based Solutions**

**I. Support Hours: Hours During Which Superior's Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance:** Unless otherwise noted in the Order as to Support Type, support hours are Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x9").

**II. Targeted Response Times.**

"Notification" means a communication to Superior's help desk by means of: (i) Superior's web helpline; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with Superior's then-current policies and procedures for submitting such communications.

**III. Support Terms.**

Beginning on the Execution Date and continuing for twelve (12) months thereafter ("**Initial Support Term**"), Superior shall provide the ongoing Support Services described herein for the corresponding Fees outlined in Exhibit 1. Upon expiration of the Initial Support Term, ongoing Support Services shall automatically renew, with customer paying for additional annual support periods, each a ("**Renewal Support Term**"). This renewal will continue until termination of this Agreement provided that, Superior shall not give notice of termination if it would be effective prior to a period equal to two times the Agreement's Initial Support Term.

With respect to Superior's support obligations, Superior will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Solution identified in the Order in accordance with the following guidelines with the time period to be measured beginning with the first applicable Superior "Telephone Support" hour occurring after Superior's receipt of the Notification:

Priority	Description	Response Goal	Resolution Goal
<b>Urgent</b> 1	A support issue shall be considered <b>Urgent</b> when it produces a Total System Failure; meaning Superior's Solution is not performing a process that has caused a complete work stoppage.	Within 60 minutes of the issue being reported and a resolution planned within 24 hours.	Although resolution times vary depending on the exact issue and customer environment, Superior has a stated goal to resolve an urgent issue within 24 hours or provide a resolution plan with urgent issues within 24 hours of being reported.  A resolution plan will detail the steps necessary to understand and possibly resolve the issue.
<b>Critical</b> 2	A support issue shall be considered <b>Critical</b> when a critical failure in operations occurs; meaning Superior's Solution is not performing a critical process and prevents the continuation of basic operations. Critical problems do not have a workaround. This classification does not apply to intermittent problems.	Within two hours of the issue being reported and a resolution planned within five (5) days.	
<b>Non-Critical</b> 3	A support issue shall be considered <b>Non-Critical</b> when a non-critical failure in operations occurs; meaning Superior's Solution is not performing non-critical processes, but the system is still usable for its intended purpose or there is a workaround.	Within four hours of the issue being reported.	
<b>Minor</b> 4	A support issue will be considered <b>Minor</b> when the issue causes minor disruptions in the way tasks are performed, but does not affect workflow or operations. This may include cosmetic issues, general questions, and how to use certain features of the system.	Within 24 hours of the issue being reported.	

*Response timing is measured from the moment a Case number is created. As used herein a "Case number" is created when a) Superior's support representative has been directly contacted by Customer either by phone, in person, or through Superior's online support portal, and b) when Superior's support representative assigns a case number and conveys that case number to the Customer. Customer must provide remote access to its facility using a Superior approved remote access client so that Superior can perform the support obligations and/or services under this Agreement; and will provide appropriate security access and accounts for Superior staff and each session participant*



**EXHIBIT 3****Travel Expense Guidelines**

If Travel is required at any time in order to facilitate Support Services, Superion will adhere to the following guidelines when incurring travel expenses:

**All arrangements for travel are to be made through the Superion Corporate Travel Agent unless other arrangements have been made with the Customer and are documented in writing.**

**AIR TRAVEL** – Superion will use the least expensive class of service available with a minimum of seven (7) day, maximum of thirty (30) day, advance purchase. Upon request, Superion shall provide the travel itinerary as the receipt for reimbursement of the airfare and any fees. Fees not listed on the itinerary will require a receipt for reimbursement.

Trips fewer than 250 miles round are considered local. Unless a flight has been otherwise approved by the Customer, Customer will reimburse the current IRS approved mileage rate for all local trips.

**LODGING** –Superion will use the most reasonable accommodations possible, dependent on the city. All food items, movies, and phone/internet charges are not reimbursable.

**RENTAL CAR** – Compact or Intermediate cars will be required unless there are three or more Superion employees sharing the car in which case the use of a full size car is authorized. Gas is reimbursable however, pre-paid gas purchases will not be authorized and all rental cars are to be returned with a full tank of gas. Upon request, receipts for car rental and gas purchases will be submitted to Customer. Superion shall decline all rental car insurance offered by the car rental agency as staff members will be covered under the Superion auto insurance policy. Fines for traffic violations are not reimbursable expenses.

**OTHER TRANSPORTATION** – Superion staff members are expected to use the most economical means for traveling to and from the airport (Airport bus, hotel shuttle service). Airport taxi or mileage for the employee's personal vehicle (per IRS mileage guidelines) are reimbursable if necessary. Upon request, receipt(s) for the taxi will be submitted to Customer. Proof of mileage may be required and may be documented by a readily available electronic mapping service. The mileage rate will be the then-current IRS mileage guideline rate (subject to change with any change in IRS guidelines).

**OTHER BUSINESS EXPENSES** – Parking at the airport is reimbursable. Tolls to and from the airport and while traveling at the Customer site are reimbursable. Tipping on cab fare exceeding 15% is not reimbursable. Porter tips are reimbursable, not exceeding \$1.00 per bag. Laundry is reimbursable when travel includes a weekend day or Company Holiday and the hotel stay is four nights or more. Laundry charges must be incurred during the trip and the limit is one shirt and one pair of pants/skirt per day. With the exception of tips, receipts shall be provided to Customer upon request for all of the aforementioned items.

**MEALS** – Standard per Diem. Subject to change due to cost of living.



#### EXHIBIT 4

##### Minimum Insurance Requirements

- **Workers' Compensation**, statutory limits, and Employer's Liability with limits no less than \$1,000,000.
- **Commercial General Liability insurance**, covering bodily injury and property damage liability, products & completed operations, with minimum limits \$1,000,000 each occurrence for bodily injury and property damage, \$2,000,000 general aggregate.
- **Business Auto Liability insurance**, covering any vehicle used by vendor in performance of work for Superior or around Superior's premises. Limits no less than \$1,000,000 each accident.
- **Cyber Liability Insurance**, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include claims involving infringement of intellectual property, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.





**AMENDMENT 1 TO THE AGREEMENT FOR THE INSTALLATION AND USE OF BUILDING ENTERPRISE PERMITTING SYSTEM**

**Town of Miami Lakes, FL**  
("Customer")

and

**Superion, LLC**  
("Superion")

This Amendment (the "1<sup>st</sup>, Amendment") amends the parties' agreement with an Execution Date of September 12, 2011 (the "Agreement") expressly as provided for in this Amendment.

The Execution Date of this Amendment is the latest date shown on the signature page of this Amendment.

Customer and Superion, intending to be legally bound, agree as follows:

1. Defined Terms. Except as otherwise set forth herein, each defined term in the Agreement and Amendment has the meaning ascribed to that term in the Agreement when the term is used in this Amendment.

2. Amendment to and Modification of the Agreement.

The Agreement is amended and modified as follows:

(a) The following application has been deleted from the Agreement and the Annual Maintenance shall terminate effective April 30, 2019;

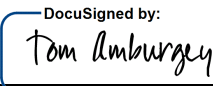
eMarkup Server API

(b) The attached Exhibit 1 (Q-00009117) shall be added and billed per the terms and conditions of the Exhibit.

3. Integration Provision. Except as expressly modified by this Amendment, the Agreement shall remain in full force and effect. As of the Execution Date, the Agreement, as further amended by this Amendment constitutes the entire understanding of the parties regarding the subject matter hereof and cannot be modified except by written agreement of the parties.

**Superion, LLC**

**Town of Miami Lakes, FL**

BY:  B6E69E968DCF467...

BY: \_\_\_\_\_

PRINT NAME: Tom Amburgey

PRINT NAME: \_\_\_\_\_

PRINT TITLE: General Manager

PRINT TITLE: \_\_\_\_\_

DATE SIGNED: April 17, 2018

DATE SIGNED: \_\_\_\_\_

Exhibit 1

Subscription Fees

Product Name	Quantity	Subscription Fee
Superion Fusion Subscription Premise	1	4,520.00
Total		4,520.00

Third-Party Subscription Fees

Product Name	Quantity	Subscription Fee
Bluebeam Standard License Subscription Premise (Users)	5	4,500.00
Total		4,500.00

Professional Services  
Installation & Configuration

Product Name	Amount
Superion Fusion Subscription Services	1,400.00
Total	1,400.00

Development & Conversion

Superion Fusion Subscription Services	3,000.00
<b>Total</b>	<b>3,000.00</b>

Training

Product Name	Amount
Superion Fusion Subscription Services	3,200.00
Total	3,200.00

Project Management

Product Name	Amount
Superion Fusion Subscription Services	640.00
Total	640.00
Total Professional Services	8,240.00

Summary

Product/Service	Amount	
Subscription Fees	4,520.00	
Professional Services	8,240.00	
Subtotal		12,760.00 USD
Third-Party Subscription Fees	4,500.00	
Subtotal		4,500.00 USD
Total		17,260.00 USD

Payment terms as follows, unless otherwise notated below for Special Payment Terms by Product:

License, Project Planning, Project Management, Consulting, Technical Services, Conversion, Third Party Product Software and Hardware Fees are due upon execution of this Quote. Training fees and Travel & Living expenses are due as incurred monthly. Installation is due upon completion. Custom Modifications, System Change Requests or SOW's for customization, and Third Party Product Implementation Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion. Unless otherwise provided, other Professional Services are due monthly, as such services are delivered. Additional services, if requested, will be invoiced at then-current rates. Any shipping charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery.

Annual Subscription Fee(s): Initial annual subscription fees are due 100% on the Execution Date. The initial annual subscription term for any subscription product(s) listed above shall commence on the Execution Date of this Agreement and extend for a period of one (1) year. Thereafter, the subscription terms shall automatically renew for successive one (1) year terms, unless either party gives the other party written notice of non-renewal at least sixty (60) days prior to expiration of the then-current term. The then-current fee will be specified by CentralSquare in an annual invoice to Customer thirty (30) days prior to the expiration of then-current annual period.

CentralSquare Application Annual Support: Customer is committed to the initial term of Maintenance and Support Services for which the support fee is included in the License fee(s) and begins upon execution of this Quote and extends for a twelve (12) month period. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the prior support period. Support fees shown are for the second term of support for which CentralSquare is committed and which shall be due prior to the start of that term. Fees for subsequent terms of support will be due prior to the start of each term at the then-prevailing rate. Subsequent terms will renew automatically until such time CentralSquare receives written notice from the Customer thirty (30) days prior to the expiration of the then current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal.

Third Party Product Annual Support Fees: The support fee for the initial annual period is included in the applicable Third Party Product License fees(s) unless otherwise stated. Subsequent terms invoiced by CentralSquare will renew automatically at then-prevailing rates until such time CentralSquare receives written notice of non-renewal from the Customer ninety (90) days in advance of the expiration of the then-current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal. As applicable for certain Third Party Products that are invoiced directly by the third party to Customer, payment terms for any renewal term(s) of support shall be as provided by the third party to Customer.

Special Terms Relating to the Bluebeam Standard License:

1.1 Bluebeam Software, Inc. owns the Bluebeam Third Party Products set forth in the Quote herein ("Third Party Products"). To facilitate Customer's use of the Third Party Products, Bluebeam Software has agreed to allow Superior to provide the Third Party Products to Customer through its distributor Lifeboat Distribution. The Third Party Products shall be used in accordance with licensor's EULA terms and conditions and documentation for the Third Party Products. The EULA is located at [www.bluebeam.com/us/license/eula.asp](http://www.bluebeam.com/us/license/eula.asp).

1.2 During the term of this Quote, Superior shall use reasonable efforts to provide Customer the benefit of all indemnities and warranties granted to Superior by the licensor(s) of the Third Party Products, to the extent possible without additional cost to Superior, as and if permitted by Superior's agreement with the licensor of the Third Party Products, and to the extent such warranties and indemnities pertain to Customer's use of the Third Party Products hereunder. In the event of any defect in any Third Party Products supplied by Superior, Superior will use commercially reasonable efforts to replace or correct the Third Party Products without charge, unless it has been damaged or corrupted after supply by Superior (including, but not limited to, damage caused by incorrect use, incorrect voltage or attempts to modify Superior software or Third Party Product software). If such damage or corruption has occurred after supply by Superior, Superior reserves the right to refuse to replace or correct the Third Party Products or to impose charges for so doing. Provided that Superior complies with this provision, it shall face no further liability with respect to any defect in any Third Party Products. Unless as may be otherwise provided in the EULA, Superior shall provide Level 1 support of the Third Party Products. For purposes herein, Level 1 Support shall mean: Taking the first support call from Customer and qualifying the call priority, or if an existing case, obtaining case information; Gathering information about the case, defining and describing the problem, and determining if the Third Party Product(s) is the cause of the problem. Analyze problem symptoms, attempt to find root cause if appropriate and document result of such attempts. Determining if the problem is a known Third Party Product(s) problem by accessing third party online support resources; and If it is determined to be a Third Party Product problem, contacting the Third Party Product technical support. For new cases, opening a case and selecting a priority. For existing cases, providing the case number and information gathered to the Third Party Product support engineer.

1.3 Customer is hereby advised that the third party, and not Superior, assumes all responsibility for and liability in connection with the Third Party Products set forth in the Quote, and is solely responsible for delivering the Third Party Product(s) to Customer. Superior is not authorized to make any representations or warranties that are binding upon the third party or to engage in any other acts that are binding upon the third party, excepting specifically that Superior is authorized to represent the fees for the Third Party Products as the same is provided for in the Quote and to accept payment of such amounts from Customer on behalf of the third party.

1.4 Disclaimer of Warranties. Except as may be provided in Section 1.2 above, Customer agrees and understands that SUPERION MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE THIRD PARTY PRODUCTS. ALL WARRANTIES (IF ANY) ARE PROVIDED TO CUSTOMER BY THE LICENSORS, MANUFACTURERS OR PROVIDERS OF SUCH THIRD PARTY PRODUCTS. SUPERION EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR ITS OBLIGATION TO REMIT PAYMENT RECEIVED FROM CUSTOMER TO THE THIRD PARTY PURSUANT TO THIS AGREEMENT, SUPERION WILL HAVE NO LIABILITY WHATSOEVER IN CONNECTION WITH THE THIRD PARTY PRODUCTS.

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The Component Systems identified above are "Licensed Programs" or "Licensed Systems" licensed by CentralSquare and are provided in and may be used in machine-readable object code form only.

Applicable taxes are not included, and, if applicable, will be added to the amount in the payment of invoice(s) being sent separately. Travel and living expenses may be in addition to the prices quoted above and shall be governed by the CentralSquare Corporate Travel and Expense Reimbursement Policy.

The date of delivery is the date on which CentralSquare delivers, F.O.B. CentralSquare's place of shipment, the Component Systems to Customer.

The CentralSquare application software warranty shall be for a period of one (1) year after delivery. There is no Testing and Acceptance period on the Licensed System(s) herein.

Preprinted conditions and all other terms not included in this Quote or in the Contract and Agreement, stated on any purchase order or other document submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Contract and Agreement and any amendments thereto shall control unless expressly accepted in writing by CentralSquare to Customer.

Third party hardware/software maintenance and/or warranty will be provided by the third party hardware and software manufacturer(s). CentralSquare makes no representations as to expected performance, suitability, or the satisfaction of Customer's requirements with respect to the hardware or other third party products specified in this Quote. The return and refund policy of each individual third party hardware/software supplier shall apply.

This Agreement is based on the current licensing policies of each third party software manufacturer as well as all hardware manufacturers. In the event that a manufacturer changes any of these respective policies or prices, CentralSquare reserves the right to adjust this proposal to reflect those changes.

Should Customer terminate this agreement per any "Term of Contract" Section of the Contract and Agreement, as may be applicable for certain customers, Customer agrees to pay, immediately upon termination, the remaining balance for all hardware, software, and services delivered prior to the termination date together with travel reimbursements, if any, related to the foregoing. Notwithstanding any language in the Contract and Agreement to the contrary, the purchase of support services is NOT necessary for the continuation of Customer's License.

Pricing for professional services provided under this quote is a good faith estimate based on the information available to CentralSquare at the time of execution of this Quote. The total amount that Customer will pay for these services will vary based on the actual number of hours of services required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to CentralSquare's then-current rates for the services at issue.

For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses



## **Town of Miami Lakes Memorandum**

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**To: Honorable Mayor and Councilmembers**  
**From: Edward Pidermann, Town Manager**  
**Subject: Florida Department of Transportation (FDOT) Public Transit Service Development  
Program Grant for the Miami Lakes Freebee Public Transit Service Expansion Project**  
**Date: 5/14/2019**

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### **Recommendation:**

It is recommended that the Town Council authorize the Town Manager to apply for a Florida Department of Transportation (FDOT) Public Transit Service Development Program Grant for the Miami Lakes Freebee Public Transit Service Expansion Project in an amount not to exceed \$172,000 per year for FY2021, FY2022 and FY2023, totaling \$516,000, and if funded, to authorize the Town Manager to accept grant funds, execute the grant agreement, take all necessary steps to implement the terms and conditions of the agreement, and to expend budgeted funds in connection with this Project. A Resolution by the Town Council is required at the time of the grant application submittal.

### **Background:**

Consistent with the Town's Strategic Plan and the Town Council's directive, Town Staff facilitated a Transportation Summit to formulate comprehensive solutions to the Town's transportation challenges. The Transportation Summit included the participation of all relevant transportation agencies and identified several key strategies to improve transportation and the distribution of traffic flow in Miami Lakes. Subsequent to the Summit, the Town Council Approved Resolution No. 15-1330 to address the transportation and mobility challenges through identified strategies. One of the identified strategies was to "Pursue Alternative Strategies to the Town's Current On-Demand Bus Service". Resolution No. 15-1330 directs the Town Manager to pursue grants for planning and services and for design/construction of infrastructure consistent with these strategies and to recommend budget provisions necessary to implement these strategies.

The Public Transit Service Development Program was enacted by the Florida Legislature to provide initial funding for special projects, determining whether a new or innovative technique or measure can be used to improve or expand public transit services. Service Development Projects specifically include projects involving the use of new technologies; services, routes, or vehicle frequencies; the purchase of special transportation services; and other such techniques for increasing service to the riding public.

On November 7, 2017, the Town Council passed and adopted Resolution No. 17-1489, authorizing the Town Manager to execute the contact with Beefree (DBA Freebee) for on-demand transportation services. In

January 2018, the Town officially launched the “Freebee” Ridesharing Program. Freebee is an eco-friendly and electric ridesharing company that provides free on-demand transportation services for residents, businesses, and visitors in Miami Lakes. Beginning in April 2019, Freebee replaced the Town's On-Demand Bus Shuttle. Based on information, Freebee services are currently used by seniors and students as their primary mode of transportation around Town. Based on Freebee's popularity and reliability, the Town's populous demand for Freebee far exceeds the program's availability. The current cost of maintaining this program is approximately, \$228,000.00 without receipt of advertisement dollars.

The Public Transportation Service Development Project, will help address two principle concerns. It will allow the Town to expand its transportation network with the addition of a Freebee Shuttle, and assist the Town with its current obligation to Freebee.

Specifically, Service Development Projects are subject to specified times of duration, but no more than three (3) years, and requires a 50/50 funding participation between FDOT and the awarded Agency. The Miami Lakes Freebee Public Transit Service Expansion Project estimated cost is \$344,000 per year. If funded, the Grant will provide 50% of the total project cost for three years estimated at \$172,000 per year in FY2021, FY2022 and FY2023. The 50% local match requirement is budgeted and will be provided through the People's Transportation Plan (PTP 20%) and sponsorship advertisement revenues.

The Miami Lakes Freebee Public Transit Service Expansion Project would enable the Town to expand its Freebee on-demand transportation services Townwide, thereby reducing traffic congestion, reducing carbon emissions, increasing the use of new technologies, increasing service routes and vehicle frequencies, and increasing transportation services to the growing Miami Lakes riding public through free, electric transportation services.

## **ATTACHMENTS:**

Description

Resolution

**RESOLUTION NO. 19- \_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, TO AUTHORIZE THE TOWNMANAGER TO APPLY FOR AND ACCEPT THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) PUBLIC TRANSIT SERVICE DEVELOPMENT PROGRAM GRANT; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE PUBLIC TRANSIT SERVICE DEVELOPMENT PROGRAM GRANT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. (PIDERMANN)**

**WHEREAS**, a key component to the Town of Miami Lakes (the “Town”) overall transportation strategic plan, as described in Resolution 15-1330, is the pursuit of alternative strategies to the Town’s then existing on demand bus services; and

**WHEREAS**, in the past year, the Town has phased out its on-demand bus services and replaced the same with Freebee Ridesharing Program (“Freebee”); and

**WHEREAS**, throughout this phase, demand for Freebee has steadily increased surpassing the use of the on demand bus services; and

**WHEREAS**, the Florida Department of Transportation (“FDOT”) created the Public Transit Service Development Program Grant (the “Grant”) in order to assist local communities with the implementation of projects and purchase of vehicles aimed at providing alternative and innovative transportation solutions; and

**WHEREAS**, if granted, the Grant will provide up to \$344,000.00 per year in funding for a maximum period of three (3) years; and

**WHEREAS**, if granted, the Grant will help the Town fund and expand its public transportation program through Freebee; and

**WHEREAS**, the Grant requires fifty-percent (50%) matching funds from the Town; and

**WHEREAS**, matching monies are available from the Peoples Transportation Plan Fund;

**WHEREAS**, the Town Council desires to authorize the Town Manager to apply for the the Florida Department of Transportation Public Transit Service Development Program Grant, and if awarded, to accept the grant, and execute an agreement with the Florida Department of Transportation and to provide the necessary match funding required for the project.

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

**Section1. Recitals.** The foregoing Recitals are true and correct and incorporated herein by this reference.

**Section2. Apply for and Accept Grant.** The Town Council hereby authorizes the Town Manager to apply for Florida Department of Transportation Public Transit Service Development Program Grant and if awarded, execute such grant agreements, and other contracts and documents as necessary, and take such other acts as may be necessary to bind the Town and accomplish the intent of this Resolution.

**Section 3. Authorization of Town Officials.** The Town Manager and/or his designee and the Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the Florida Department of Transportation Public Transit Service Development Program Grant. The Town Clerk is hereby directed to send copies of this Resolution to any person or agency as directed by the Town Council of the Town of Miami Lakes.

**Section4. Authorization of Matching Funds.** If awarded the grant, the Town agrees to commit up to \$172,000 annually of budgeted funds, as matching funds to implement the terms and conditions of the Agreement.

**Section 5. Execution of the Agreement.** The Town Manager is authorized to execute the Agreement with Florida Department of Transportation on behalf of the Town.

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

Passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2019

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 Nelson Rodriguez	_____
Councilmember Carlos O. Alvarez	_____
Councilmember Luis Collazo	_____
Councilmember Josh Dieguez	_____
Councilmember Jeffrey Rodriguez	_____
Councilmember Marilyn Ruano	_____

---

MANNY CID  
MAYOR

Attest:

---

Gina Inguanzo  
TOWN CLERK

Approved as to form and legal sufficiency:

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Raul Gastesi, Jr.  
Gastesi & Associates, P.A.  
TOWN ATTORNEY





## **Town of Miami Lakes Memorandum**

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**To:** Honorable Mayor and Councilmembers  
**From:** Edward Pidermann, Town Manager  
**Subject:** Civic Engagement Internship Program  
**Date:** 5/14/2019

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### **Recommendation:**

It is recommended that the Town Council approve the attached Cooperative Agreement between Miami-Dade County Public School (MDCPS) and the Town of Miami Lakes (T ML), to provide MDCPS senior high students with an Academic School Year Internship with the Town starting in the Fall 2019 school year.

### **Background:**

Creating a Civic Engagement program is one of the objectives of Strategic Goal Achieve Better Communication, Transparency, and Public Participation on all Issues. The Community Engagement and Outreach Department will develop an engaging internship experience highlighting the following components:

1. Working with others is an important skill,
2. Government systems are created to serve the needs of the people,
3. Local government impacts the daily life of its citizens, and
4. Citizen participation is vital in a democracy.

Town Staff will interview from a pool of local high school students who have demonstrated an interest in the Civic Engagement Internship Program with Town of Miami Lakes and select no more than two (2) interns for the 2019-2020 Academic School Year.

There is no fiscal impact to the Town associated with this initiative other than staff time.

Guiding Principle: 5.3.1

### **ATTACHMENTS:**

Description

## **Resolution**

### **Cooperative Agreement - MSCPS 2019**

**RESOLUTION NO. 2019- \_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES; APPROVING COOPERATIVE AGREEMENT BETWEEN MIAMI-DADE COUNTY PUBLIC SCHOOLS (MDCPS) AND THE TOWN OF MIAMI LAKES FOR THE VIVIC ENGAGEMENT INTERNSHIP PROGRM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AUTHORITY TO TOWN OFFICIALS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, a goal of the Town of Miami Lakes (the “Town”) Stetter communication, transparency, and public participation; and

**WHEREAS**, the MDCPS Civic Engagement Internship Program will allow for high school students to work with the Town on items that will highlight civic participation and local government impacts; and

**WHEREAS**, the Town Staff will interview and select no more than two (2) candidates who have demonstrated an interest in civic engagement to participate in this internship; and

**WHEREAS**, there is no fiscal impact to the Town associated with this program, other than staff time; and

**WHEREAS**, the Town Manager believes it is in the best interest of the Town to execute the Cooperative Agreement with MDCPS for a Civic Engagement Internship Program with 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. 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 Resolution, including the execution of the Cooperative Agreement between MDCPS and the Town.

**Section 3. 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 Nelson Rodriguez	_____
Councilmember Carlos Alvarez	_____
Councilmember Luis Collazo	_____
Councilmember Josh Dieguez	_____
Councilmember Jeffrey Rodriguez	_____
Councilmember Marilyn Ruano	_____

Passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
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

## The School Board of Miami-Dade County, Florida Internship Cooperative Agreement

**THIS COOPERATIVE AGREEMENT** ("Agreement") is entered into this April 11, 2018, by and between Town of Miami Lakes, ("Town") whose principal address is 6601 Main Street, Miami Lakes, FL 33014, and The School Board of Miami-Dade County, Florida, ("School Board"), on behalf of Miami-Dade County Public Schools ("M-DCPS"), a political subdivision of the State of Florida, whose principal address is 1450 N.E. 2 Avenue, Suite 202, Miami, Florida 33132.

### **Internship Provider**

Entity Name: Town of Miami Lakes, a municipal corporation of the State of Florida  
Mentor Name: Clarissell de Cardenas  
Address: 6601 Main Street  
City / State / Zip: Miami Lakes, FL 33157  
Telephone: (305) 364-6100  
Email decardenasc@miamilakes-fl.gov

**Program status (check one):**    ☐ Public    ☐ Private Non-profit    ☐ Private For-profit  
   ☒ Government / Municipal / State / Federal

### **The School Board of Miami-Dade County, Florida**

Name: Miami-Dade County Public Schools / Office of Community Engagement  
Address: 1450 N.E. 2<sup>nd</sup> Avenue, Suite 202  
City / State / Zip: Miami, FL 33132  
Telephone / Fax: 305-995-3050 / 305-995-2594  
Email: nzea@dadeschools.net

### **I. RECITALS**

1. M-DCPS and Town want to provide M-DCPS senior high students with an appropriate Academic Year Internship to reinforce each student's acquisition of employability skills; and
2. M-DCPS and Town want M-DCPS senior high students to work as "interns" to receive the related mentoring and support services necessary to obtain skills, experience, and knowledge to maximize each intern's employment opportunities.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

### **II. RESPONSIBILITIES OF M-DCPS**

M-DCPS agrees:

- To provide support for the internship experience as provided for in the Miami-Dade County Public Schools Internship Provider Handbook, attached and incorporated as Exhibit A;
- To communicate regularly with school, regional center, or district-based personnel, as deemed necessary to the functioning of the Academic Year Internship program at Town locations;
- To maintain appropriate documentation and applications of interns;
- To assist Town with any concerns, questions or issues that may arise during internship

program

### **III. RESPONSIBILITIES OF TOWN**

#### **Town agrees:**

- To provide internship experience(s) for selected M-DCPS students as specified in the Miami-Dade County Public Schools Academic Year Internship Provider Handbook;
- To provide the necessary assessments or evaluations as outlined in the Academic Year Internship Provider Handbook
- To assist students in maintenance of log sheets and to inform M-DCPS / Office of Community Engagement immediately via phone and/or email of unscheduled absences;
- To ensure the safety of interns while under Town supervision;
- To ensure students will intern only at the given places of Town designated internship sites (no home based businesses nor secondary sites nor sites not prior approved in writing by M-DCPS and Town are allowed).
- To provide interns with a current set of rules, regulations, and policies that directly affect the interns placed at the Town internship sites.

Town reserves the right to refuse its services or to remove from its facilities, locations, and internship sites any interns or M-DCPS employee(s) who do not meet professional or other requirements of the Town.

### **IV. PARTIES AGREE THAT:**

#### **A. RESPONSIBILITIES OF BOTH PARTIES**

1. The schedule for interns while on-site at Town internship locations shall be planned jointly by M-DCPS, the Town and each student intern. Any changes in the schedule must be approved by Town, intern, and school internship coordinator prior to implementation of a new schedule in accordance with the Academic Year Internship Provider Handbook.
2. M-DCPS and Town shall both designate an individual who shall be available to answer all questions and assist in the implementation of this Agreement. The Town's designated mentorship representative is Clarisell De Cardenas. M-DCPS's designated Academic Year Internship Program representative is Natalia Zea, Director in Office of Community Engagement.
3. M-DCPS and Town agree that the students covered as interns by the terms of this Agreement are not Town employees for the purpose of the Fair Labor Standards Act, as evidenced by the following:
  - a. The training and mentorship, even though it includes actual assistance to Town personnel with projects, is similar to that training and mentorship which would be given in a senior high school;
  - b. The training and mentorship are for the benefit of the interns;
  - c. The interns do not displace regular Town employees, but work under their close observation;
  - d. The interns are not necessarily entitled to Town jobs at the conclusion of the training period; and
  - e. The interns are not entitled to wages for the time spent in training in the program.

#### **B. TERM OF AGREEMENT; TERMINATION**

The term of this Agreement shall be from April 11, 2018 to April 12, 2019, and will automatically renew on the end date for up to three (3) additional one (1) year terms through and including April 12, 2021. Either party hereto may terminate this Agreement at any time by giving to the other party notice in writing at least thirty (30) days prior to the

intended termination date. In the event of an issue involving health, safety or welfare of Program participants, The School Board may terminate the Agreement immediately.

### **C. COMPLIANCE WITH LAWS**

1. M-DCPS and Town agree to comply with Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Fair Labor Standards Act, the Americans with Disabilities Act, and related regulations, and assure that they do not, and will not discriminate against any intern because of or on the basis of gender, race, color, religion, ethnic or national origin, political beliefs, marital status, age, sexual orientation, social and family background, linguistic preference, or disability.
2. Town agrees to adopt a background screening process that is consistent with having interns in the workplace, and consistent with M-DCPS guidelines and the Jessica Lunsford Act, 1012.4065 F.S.
3. This Agreement is considered a public contract and shall be subject to Florida's Public Record Laws, Chapter 119, Florida Statutes. Furthermore, the Town understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The Town shall keep and maintain public records required by the School Board to perform the service. The Town shall keep records to show its compliance with program requirements. Town and subcontractors must make available, upon request of the School Board, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the Town which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law. Town 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 contract term and following completion of the contract if the Town does not transfer the records to the public agency. The Town shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(l). Upon completion of the contract, transfer at no cost to the School Board all public records in possession of the Town or keep and maintain public records required by the School Board to perform the service. If the Town transfers all public records to the School Board upon completion of the contract, the Town shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Town keeps and maintains public records upon completion of the contract, the Town shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records in a format that is compatible with the information technology systems of the School Board.

**IF THE TOWN HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-995-1128, prr@dadeschools.net, and 1450 NE 2 Avenue, Miami, Florida 33132.**



#### **D. NO THIRD PARTY BENEFICIARIES**

The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this agreement and / or arising out of any other contract.

#### **E. CONFIDENTIALITY OF STUDENT INFORMATION**

Town understands and agrees that it is subject to all applicable federal and Florida laws and all School Board policies relating to the confidentiality of student records. Town further agrees to comply with the Federal Family Educational Rights and Privacy Act ("FERPA" 34CFR§ 99) and shall (i) use any personally identifiable student information ("information") only as provided in this Agreement, (ii) maintain the confidentiality of the information and, (iii) return the information to the Agency upon termination of the Agreement. In accordance with the requirements of the Florida Public Records Laws, Town shall, as and if applicable, treat all information as confidential and will not disclose the information to any third party, unless required to do so under the Florida Public Records Laws or by Court order.

#### **F. INSURANCE**

M-DCPS and the Town agree to insure or self-insure their respective interests to the extent each deems necessary or appropriate. Upon written request, evidence of self-insurance or insurance and evidence of mutual designations of additional insureds and certificate holders shall be furnished to either party.

#### **G. LIMITED INDEMNIFICATION**

Subject to the limitations of Florida Statute 768.28, the School Board of Miami-Dade County, Florida, hereinafter referred to as the School Board; agrees to indemnify and hold harmless Town from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of the School Board arising out of or in connection with the provisions of this agreement. Town agrees to indemnify, hold harmless and defend the School Board from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of the Town arising out of or in connection with the provisions of this agreement. If Town is a state agency or subdivision as defined in section 768.28, Florida Statutes, nothing herein shall be construed to extend the Town's liability beyond that provided in section 768.28, Florida Statutes.

#### **H. MODIFICATION, EXTENSIONS, RENEWALS, OR AMENDMENTS**

This Agreement may be modified extended, renewed, or amended only in writing by mutual consent of both parties by their respective authorized signatories.

#### **I. GOVERNING LAW AND VENUE**

This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this Agreement is subject to the laws of Florida, venue in Miami-Dade County. Each party shall be responsible for its own attorneys' fees and costs incurred as a result of any action or proceeding under this Agreement. Each party waives its rights to jury trial.

#### **J. NOTICES**

All notices or communication under this Agreement by either party to the other shall be sufficiently given or delivered as follows:

**In the case of notice or communication to Town:**

Name/Title: Alex Rey , Town Manager  
If designee, you must be authorized to sign on behalf of the entity.

Government: Town of Miami Lakes

Address: 6601 Main Street

Town, State & Zip: Miami Lakes, FL 33014

Phone: 305-364-6100

**Email:**

**With copies to:**

Human Resources Director  
Town of Miami Lakes  
6601 Main Street  
Miami Lakes, FL 33014

**And to:**

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

**In the case of notice or communication to M-DCPS:**

Miami-Dade County Public Schools  
Office of Community Engagement  
1450 N.E. 2nd Avenue, Suite 202  
Miami, FL 33132  
305-995-3050

**With a copy to:**

The School Board of Miami-Dade County, Florida  
Attn: Alberto M. Carvalho, Superintendent  
1450 N.E. 2nd Avenue, Suite 912  
Miami, FL 33132

**And a copy to:**

The School Board of Miami-Dade County, Florida  
Attn: Walter J. Harvey, School Board Attorney  
1450 N.E. 2nd Avenue, Suite 430  
Miami, FL 33132

**SIGNATORY FORM**

**IN WITNESS HEREOF THE PARTIES HERETO HAVE CAUSED TO BE EXECUTED BELOW THE  
SIGNATURES OF THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO WHO ARE**

FULLY AND DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RESPECTIVE PARTIES HERETO:

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

By: \_\_\_\_\_  
Alex Rey, Town Manager

Attest: \_\_\_\_\_  
Gina Inguanzo, Town Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO INSURANCE REQUIREMENTS:**

**APPROVED AS TO FORM AND CORRECTNESS:**

By: \_\_\_\_\_  
Ismael Diaz, Finance Director

By: \_\_\_\_\_  
Raul Gastesi, Town Attorney

**DEPARTMENT OF HUMAN RESOURCES:**

\_\_\_\_\_  
Cynthia Alejo, Human Resources Specialist

**For: The School Board of Miami-Dade County, Florida**

\_\_\_\_\_  
Alberto M. Carvalho  
Superintendent's Name (Print)

\_\_\_\_\_  
Superintendent's Signature

\_\_\_\_\_  
Date

**Approved as to Legal Form and Legal Sufficiency:**

\_\_\_\_\_  
Attorney for School Board of Miami-Dade County, Florida

\_\_\_\_\_  
Date

**Reviewed and Approved:**

\_\_\_\_\_  
Risk Management / Miami-Dade County Public Schools

\_\_\_\_\_  
Date

**Please return three (3) signed original copies to:**

Miami-Dade County Public Schools  
Office of Community Engagement  
1450 N.E. 2<sup>nd</sup> Avenue, Suite 202  
Miami, FL 33132

Attachments: M-DCPS Academic Year Internship Provider Handbook



## **Town of Miami Lakes Memorandum**

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**To: Honorable Mayor and Councilmembers**  
**From: Edward Pidermann, Town Manager**  
**Subject: Award of a Contract for Project Title ITB No. 2019-12 Street Sweeping Services**  
**Date: 5/14/2019**

---

### **Recommendation:**

It is recommended that the Town Council authorize the Town Manager contracts to USA Sweeping, Inc. d.b.a. Facilities Pro Sweep ("USA Sweeping"), the lowest responsive and responsible bidder, to act as the primary contractor, and SFM Services, Inc. ("SFM"), the second lowest responsive bidder, to act as the secondary contractor in the event USA Sweeping is non-responsive or otherwise unable to perform for ITB 2019-12, Street Sweeping Services in amounts not to exceed budgeted funds for these services.

The contract will be for a three (3) year period with two (2) one-year options to renew. This fiscal year, \$32,000 has been budgeted for these services in the Stormwater Utility Fund.

### **Background:**

The Town requires comprehensive street sweeping services conducted in a manner that will present and maintain a clean appearance throughout all Town controlled roads, which must be cleaned on a bi-weekly basis. The work shall also include curb and/or gutter or swale roads, and the entire cross section of roads, including turn lanes. Sweeping shall consist of the collection and removal of paper, leaves, and other visible debris that collects in the gutter, the road, or along the curb.

The Town issued Invitation to Bid ("ITB") 2019-12 for Street Sweeping Services on March 7, 2019. The ITB was posted to DemandStar, Public Purchase, and posted in the Government Center Lobby.

To qualify for award, prospective Bidders were required to:

1. Have been in business providing street sweeping services for a minimum of five (5) years prior to the bid deadline;
2. Demonstrate through client reference letters the successfully completion of at least three (3) street sweeping contracts of similar size, scope and complexity with other public entities within the last five (5) years; and
3. Own or rent an industrial and municipal sized sweeper with the capacity to collect and transport debris in accordance with Section D1(2) of the ITB.

On the date of the bid opening, March 28, 2019, we received six (6) bids/proposals from the following Bidders/Proposers:

1. USA Sweeping, Inc. dba Facilities Pro Sweep - \$138,896.40
2. SFM Services, Inc. - \$170,400
3. Compass of Miami Services, Inc. - \$183,204
4. U.S. Sweeping, Inc. - \$186,268.56
5. International Sweeping dba Facilities Pro Sweep - \$229,230
6. Star Cleaning USA, Inc. - \$461,856

Procurement performed a due diligence review of the bids for responsiveness and found that both USA Sweeping and SFM met all the minimum requirements within the solicitation. Both submittals were complete and included all the necessary supporting documentation. Furthermore, the submittals met the minimum qualifications and Procurement did not find any significant issues had come up in their past performance that would indicate USA Sweeping or SFM was incapable of performing the Work.

USA Sweeping has been in business for 14 years, owns the appropriate sweepers to effectively perform the services, and provided three (3) client references demonstrating the successful completion of three (3) street sweeping contracts of a similar size, scope and complexity within the last five (5) years, however, due to the slight different in price, Procurement recommended awarding a contract to SFM as well to serve as a secondary contractor in the event USA Sweeping is non-responsive or unable to perform under the contract.

#### **ATTACHMENTS:**

Description

**Resolution**

**Exhibit A**

**RESOLUTION NO. 19-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE AWARD OF A CONTRACT FOR ITB 2019-12, STREET SWEEPING SERVICES TO USA SWEEPING, INC D/B/A/ FACILITIES PRO SWEEP IN AN AMOUNT NOT TO EXCEED \$152,786; 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”) requires comprehensive street sweeping services conducted in a manner that will present and maintain a clean appearance throughout all Town controlled roads; and

**WHEREAS**, Section 5(b) of the Town’s Procurement Ordinance 17-203 provides that procurements in excess of \$15,000 shall require the use of competitive sealed bidding; and

**WHEREAS**, in accordance with Section 5 of Town Ordinance 17-203, the Town issued an Invitation to Bid (“ITB”) No. 2019-12 on March 7, 2019, for Street Sweeping Services; and

**WHEREAS**, the ITB was advertised online via two public bidding websites, Demand Star and Public Purchase, and was physically posted in the Government Center Lobby; and

**WHEREAS**, the Town received six (6) proposals by the proposal deadline from USA Sweeping, Inc d/b/a/ Facilities Pro Sweep (“USA Sweeping”), SFM Services, Inc. (“SFM”), Compass of Miami Services, Inc. (“Compass”), U.S. Sweeping, Inc. (“U.S.”), International Sweeping d/b/a/ Facilities Pro Sweep (“International Sweeping”), and Star Cleaning USA, Inc. (“Star Cleaning”); and

**WHEREAS**, based on due diligence, Procurement determined that USA Sweeping was the lowest responsive and responsible bidder; and

**WHEREAS**, Procurement recommended awarding a contract to USA Sweeping in the amount of one hundred fifty-two thousand seven hundred eighty-six dollars (\$152,786), which includes USA Sweeping's bid amount of one hundred thirty-eight thousand eight hundred ninety-six dollars and forty cents (\$138,896.40) plus a contingency amount of thirteen thousand eight hundred eighty-nine dollars and sixty cents (\$13,889.60) for unforeseen circumstances or additional work; and

**WHEREAS**, the Town Manager concurs with Procurement's recommendation and recommends the Town Council authorize the award of a contract to USA Sweeping, Inc. for street sweeping services in an amount not to exceed \$152,786; and

**WHEREAS**, the Town Council approves the recommendations of the Town Manager and authorizes the Town Manager to enter into a contract with USA Sweeping, Inc. for street sweeping services in an amount not to exceed \$152,786.

**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 USA Sweeping in substantially the form attached hereto as Exhibit "A" for Street Sweeping Services in an amount not to exceed \$152,786 (hereinafter referred to as "Contract").

**Section 3.**     **Authorization of Town Officials.** The Town Manager, his designee and the Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the Contract.

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

**Section 5.**     **Execution of the Contract.** The Town Manager is authorized to execute the Contract with USA Sweeping in an amount not to exceed \$152,786 and to execute any extension and/or amendments to the Contract, subject to approval as to form and legality by the Town Attorney.

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

**THIS SPACE INTENTIONALLY LEFT BLANK**



Passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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 Nelson Rodriguez	_____
Councilmember Carlos Alvarez	_____
Councilmember Luis Collazo	_____
Councilmember Joshua Dieguez	_____
Councilmember Jeffrey 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**

Agreement  
between the  
Town of Miami Lakes  
and  
**USA Sweeping, Inc. d/b/a Facilities Pro Sweep**  
for  
Street Sweeping Services, ITB 2019-12

# INVITATION TO BID

## STREET SWEEPING SERVICES

**ITB No. 2019-12**



**The Town of Miami Lakes Council:**

**Mayor Manny Cid  
Vice Mayor Nelson Rodriguez  
Councilmember Carlos Alvarez  
Councilmember Jeffrey Rodriguez  
Councilmember Joshua Dieguez  
Councilmember Luis Collazo  
Councilmember Marilyn Ruano**

Edward Pidermann, Town Manager  
The Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014

<b>Date Advertised</b>	March 7, 2019
<b>Bids Due</b>	3:00PM, March 28, 2019

Street Sweeping Services  
ITB 2019-12

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## SECTION A. NOTICE TO BIDDERS

**ITB Name:** Street Sweeping Services  
**ITB No.:** 2019-12  
**Bids Due:** 3:00PM EST, March 28, 2019

### **Solicitation Overview:**

The Town of Miami Lakes (the "Town") will be accepting sealed Bids from qualified firms to provide street sweeping services ("Services"). The Town is seeking an experienced contractor with the right combination of price, qualifications, and experience to help ensure that the Town will have a contractor who can provide this service successfully and with minimal issues.

Bidders are to submit one (1) original and two (2) physical copies of their Bid, with original signatures together with one (1) additional virtual copy of the Bid on a CD-ROM or Flash Drive. Sealed Bids, including the CD-ROM or Flash Drive must be received by the Town of Miami Lakes, Town Clerk at 6601 Main Street, Miami Lakes, Florida **no later than 3:00 PM on March 28, 2019**, at which time the Bids will be opened.

### **General Instructions:**

**Bidders must carefully review all the materials contained herein and prepare their Bids accordingly.** The detailed requirements set forth below will be used to evaluate the Bids and failure of a Bidder to provide the information requested for a specific requirement may render their Bid non-responsive and will result in rejection.

Copies of the ITB will only be made available on the Town's website, Public Purchase, and the Onvia DemandStar ("DemandStar") website. Copies of the ITB, including all related documents can be obtained by visiting the Town's website at <http://www.miamilakes-fl.gov/>, under Current Solicitations on the Procurement Department page, on Public Purchase at [www.publicpurchase.com](http://www.publicpurchase.com), or on DemandStar's website at [www.demandstar.com](http://www.demandstar.com). If you use Public Purchase or DemandStar, it is strongly recommended that you register with them to receive notifications about this solicitation.

### **Minimum Requirements to Submit a Response:**

To be eligible for award, bidders must:

1. Have been in business providing street sweeping services for a minimum of five (5) years prior to the bid deadline;
2. Demonstrate through client reference letters the successful completion of at least three (3) street sweeping contracts of similar size scope and complexity with other public entities within the last five (5) years; and
3. Own or rent an industrial and municipal sized sweeper with the capacity to collect and transport debris in accordance with Section D1(2) of the ITB.

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.

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 certain 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 must be submitted in writing to [procurement@miamilakes-fl.gov](mailto:procurement@miamilakes-fl.gov) while the Cone of Silence is in effect. No other communications, oral or otherwise, will be accepted.** Failure to comply with the Cone of Silence may result in the rejection of a



Submittal. For additional information concerning the Cone of Silence please refer to Section 2-11.1 of Miami-Dade County Code.

## SECTION B. INSTRUCTIONS TO BIDDERS

### B1 DEFINITION OF TERMS

1. **Award** means that the Town Manager or Town Council, as applicable, has approved the award of a contract.
2. **Bid** means the Submittal tendered by a Bidder in response to this solicitation, which includes the price, authorized signature and all other information or documentation required by the Invitation to Bid ("ITB") at the time of submittal.
3. **Bid Form** means the form that contains the goods or services to be purchased and that must be completed and submitted with the Bid.
4. **Bidder** means any person, firm or corporation, or its duly authorized representative tendering a Submittal in response to this solicitation.
5. **Change Order** means a written document ordering a change in the Contract price or Contract time or a material change in the Work.
6. **Completion Time** means the number of calendar days specified for Final Completion of the Project.
7. **Cone of Silence** means the time period and method of communications as required by Section 2-11.1 of the Miami-Dade County Code, which state that the Cone of Silence shall be in effect from the date the ITB is issued until the Town Manager issues a written recommendation.
8. **Consultant** means a firm that has entered into a separate agreement with the Town for the provision of professional services.
9. **Contract** means the ITB, the addendum, and the Bid documents that have been executed by the Bidder and the Town subsequent to approval of award by the Town.
10. **Contract Documents** means the Contract as may be amended from time to time, and plans, specifications, addendum, clarifications, directives, Change Orders, payments and other such documents issued under or relating to the Contract.
11. **Contractor** means the Successful Bidder who is issued a Purchase Order, Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the Town and who will be responsible for the acceptable performance of any Work and for the payment of all legal debts pertaining to the Work under the Contract.
12. **Cure** means the action taken by the Contractor promptly, after receipt of written notice from the Town of a breach of the Contract Documents, which must be performed at no cost to the Town, to repair, replace, correct, or remedy all material, equipment, or other elements of the Work or the Contract Documents affected by such breach, or to otherwise make good and eliminate such breach.
13. **Cure Period** means the period of time in which the Contractor is required to remedy deficiencies in the Work or compliance with the Contract Documents after receipt of a written Notice to Cure from the Town identifying the deficiencies and the time to Cure.
14. **Days** mean calendar days unless otherwise specifically stated in the Contract Documents.
15. **Defective Work** means (a) Work that is unsatisfactory, deficient, or damaged, does not conform to the Contract Documents, or does not meet the requirements of any inspection, test or approval, or (b) Work associated with punch list items that the Contractor fails to complete within a reasonable time after issuance of the punch list by the Project Manager.
16. **Design Documents, Plans or Sketch** means any construction plans and specifications, or graphic representation included as part of the Contract.

17. **Field Directive** means a written directive to effect changes to the Work, issued by the Project Manager, Consultant or the Town Department Director that may affect the ITB Contract price or time.
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. **Notice of Award** means any correspondence from the Town that informs the successful bidder of a contract award for this ITB.
22. **Project** means a task or series of tasks that the Contractor must complete in accordance with the Contract Documents.
23. **Project Manager** means the individual assigned by the Town Manager or designee to manage a Project.
24. **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.
25. **Responsive Bidder** means the Bidder whose Bid conforms in all material respects to the terms and conditions included in the ITB.
26. **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.
27. **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.
28. **Submittal** means the documents prepared and submitted by the Bidder in response to this ITB.
29. **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.
30. **Town** means the Town Council of the Town of Miami Lakes or the Town Manager, as applicable.
31. **Town Manager** means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.
32. **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.
33. **Work** as used herein refers to all reasonably necessary and inferable labor, material, equipment, and services, whether or not specifically stated, to be provided by the Contractor to fulfill its obligations under the Contract Documents.

## B2 BID PROCESS

### B2.01 GENERAL REQUIREMENTS FOR BID PROCESS

The ITB, Bid Form and any addendum that may be issued constitute the complete set of requirements for this ITB. The Bid Form page(s), and all forms contained in the ITB must be completed, signed, and submitted in accordance with the requirements of Section B. 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.

#### *(i) Joint Venture or Teaming Agreements*

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

### 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 within this ITB. Failure to utilize or fully complete the Town's 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.

All 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 for in the Contract Documents.

### B2.03 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.

### B2.04 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.

### B2.05 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.

#### **B2.06 BID PREPARATION COSTS AND RELATED COSTS**

All costs involved in 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.

#### **B2.07 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 complete the attached Questionnaire Form and include it with their Bid. 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.

#### **B2.08 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.

#### **B2.09 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, Public Purchase, and DemandStar. 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.

#### **B2.10 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.

#### **B2.11 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.

##### ***(i) Unbalanced Bids***

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

#### **B2.12 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.

#### **B2.13 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).

#### **B2.14 LOCAL PREFERENCE**

This ITB is subject to local preference under Section 13 of Town Ordinance 17-203. In order to qualify, Bidders 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>.

#### **B2.15 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 one of the Bidders at the sole discretion of the Town Manager.

#### **B2.16 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.

#### **B2.17 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>.

#### **B2.18 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 Execution and Certificate of Authority forms, together with the acceptable bonds as required in Article B2.20, Performance & Payment Bonds, below.

### **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.

#### **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 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 & CONDITIONS**

### **C1 GENERAL REQUIREMENTS**

#### **C1.01 GENERALLY**

The employee(s) of the Contractor will be considered to be at all times its employee(s), and not employee(s) or agent(s) of the Town or any of its departments.

The Contractor agrees that the Contractor will at all times employ, maintain and assign to the performance of the Contract a sufficient number of competent and qualified professionals and other personnel to meet the requirements of the Work to be performed.

The Contractor agrees to adjust staffing levels or to replace any staff personnel if sommm 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.

#### **C1.02 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.

#### **C1.03 HOURS FOR PERFORMING WORK**

All Work must be performed in accordance with the Town's Noise Ordinance No. 04-50 unless specifically stated otherwise herein or in a Work Order. Work to be performed outside these hours will require the prior written approval of the Project Manager.

#### **C1.04 SUBCONTRACTORS**

Subcontracting any of the work under this contract is strictly prohibited without the prior written consent of the Town Manager. It is the Town's intention that Contractor self-perform all the work required herein, and that subcontracting is utilized only under extenuating circumstances.

In the event subcontracting is permitted, 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.

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

#### C1.05 CONSULTANT SERVICES

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

#### C1.06 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 a designee.

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

The Project Manager will not be responsible for the means, methods, techniques, sequences or procedures employed, or for safety precautions and programs in connection with the Work and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

All interpretations and recommendations of the 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/or designee 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, shall not give rise to any duty or responsibility of the Project

Manager owed 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.

#### C1.07 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.

#### C1.08 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.

#### C1.09 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.

#### C1.10 TIME FOR COMPLETION

Time is of the essence with regard to completion of the Work to be performed under the Contract. Delays and extensions of time may be allowed only in accordance with the provisions of the Contract. The time allowed for completion is provided for in the Special Terms & Conditions.

#### C1.11 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.

#### C1.12 NON-EXCLUSIVE CONTRACT

This Contract shall not be deemed to create an exclusive relationship between the Town and the Contractor(s). The Town, in its sole discretion, reserves the right to perform, solicit or employ other parties or its own staff to perform Work or Services comparable to those covered herein.

#### C1.13 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.

#### C1.14 CONTRACT DOCUMENTS CONTAIN ALL TERMS

The Contract Documents and all documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of the Contract Documents will be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

#### C1.15 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.

#### C1.16 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.

#### C1.17 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into the Contract Documents by reference and a term, statement, requirement, the specifications or any plans, or provision of the Contract Documents the following order of precedence will apply:

1. In the event of conflicts in the Contract Documents the priorities stated below will govern;
2. Revisions and Change Orders to the Contract will govern over the Contract;
3. The Contract Documents will govern over the Contract;
4. The Special Conditions will govern over the General Conditions of the Contract; and
5. Addendum to an ITB will govern over the ITB.

In the event that Drawings and specifications are provided with the Contract the priorities stated below will govern:

1. Scope of Work and Specifications will govern over Plans and Drawings;
2. Schedules, when identified as such will govern over all other portions of the Plans;
3. Specific notes will govern over all other notes, and all other portions of the Plans, unless specifically stated otherwise;
4. Larger scale drawings will govern over smaller scale drawings;
5. Figured or numerical dimensions will govern over dimensions obtained by scaling; and
6. Where provisions of codes, manufacturer's specifications or industry standards are in conflict, the more restrictive, strict, or higher quality will govern.

#### **C1.18 ROYALTIES AND PATENTS**

All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the Work or appurtenances, are hereby included in the prices stipulated in the Contract for said Work.

#### **C1.19 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 on the Town's website.

#### **C1.20 VEHICLES & 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.

#### **C1.21 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.

#### **C1.22 TOWN LICENSES, PERMITS AND FEES**

In accordance with the Public Bid Disclosure Act, 218.80, Florida Statutes, each license, permit, or fee the Contractor will have to pay the Town before or during the Work or the percentage method or unit method of all licenses, permits and fees required by the Town and payable to the Town by virtue of the Work as part of the Contract are as follows:

1. Contractor must have and maintain during the term of this Contract all appropriate Town licenses. Fees for which must be paid in full in accordance with the Town's Fee structure for such licenses. THERE WILL NOT BE ANY PERCENTAGE REDUCTION OR WAIVING OF TOWN LICENSE FEES.
2. During the performance of this Contract there may be times when the Contractor will be required to obtain a Town permit for such Work. It is the responsibility of the Contractor to ensure that he has the appropriate Town permits to perform such work as may become necessary during the performance of the Work. Any fees related to Town required permits in connection with this Contract will be the responsibility of the Contractor and will be reimbursed by the Town.

Licenses, permits, and fees that may be required by County, State or Federal entities are not included in the above list.

#### **C1.23 TAXES**

Contractor must pay all applicable sales, consumer, use and other taxes required by law. Contractor is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements.

Contractor shall include all sales and other taxes for which it is liable in its Bid price.

#### **C1.24 REMOVAL OF UNSATISFACTORY PERSONNEL**

Contractor must at all times enforce strict discipline and good order among its employees and subcontractors at the Project(s) site(s) and must not employ on any Work any unfit person or anyone not skilled in the Work to which they are assigned.

The Town may make written request to the Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor, or any or Subcontractor engaged by the Contractor to provide and perform services or Work pursuant to the requirements of the Contract Documents. The Contractor must respond to the Town within five (5) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. The Town will make the final determination as to the removal of unsatisfactory personnel from the Work. The Contractor agrees that the removal of any of such individual(s) does not require the termination or demotion of said individual(s).

#### **C1.25 DEFECTIVE OR NON-COMPLIANT WORK**

The Project Manager has the authority to reject or disapprove Work that is found to be defective or not in compliance with the requirements of the Contract. If required, the Contractor will promptly either correct all defective or non-compliant Work or remove such defective Work and replace it with non-defective/non-compliant Work. Contractor will bear all direct, indirect and consequential costs of such removal or corrections.

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

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

In the event of failure of the Contractor to make all necessary repairs promptly and fully, the Town Manager or designee may declare the Contractor in default.

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

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

#### C1.26 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.

#### C1.27 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.

#### C1.28 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. Edward Pidermann  
Town Manager  
Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014  
[pidermanne@miamilakes-fl.gov](mailto:pidermanne@miamilakes-fl.gov)

Raul Gastesi  
Town Attorney  
Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014  
[rgastesi@gastesi.com](mailto:rgastesi@gastesi.com)

For Contractor:

Neuci Ioscote  
President  
USA Sweeping, Inc. d/b/a Facilities Pro-Sweep  
2950 W 84<sup>th</sup> Street #10

Hialeah, FL 33018  
[nioscote@facilitiespro-sweep.com](mailto:nioscote@facilitiespro-sweep.com)

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 INDEMNITY & INSURANCE**

### **C2.01 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.

### **C2.02 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.

### **C2.03 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 all assistance which the Town may require of the Contractor.



## C2.04 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. 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 \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

*c. Commercial General Liability ("CGL"):*

This insurance must be written in comprehensive form and must protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability must not be less than \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a primary and non-contributory basis and with a coverage form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

(1st) 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.

(2nd) Personal and Advertising Injury with an aggregate limit of **One Million Dollars (\$1,000,000)**.

- (3rd) 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.

*d. Certificate of Insurance*

Contractor must provide the Town Manager or designee with Certificates of Insurance for all required policies within fifteen (15) days of notification of a conditional award by the Town. The Certificates of Insurance must not only name the types of policy(ies) provided, but also must specifically cite this Contract and must state that such insurance is as required by this Contract. The Town reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Town. Each policy certificate must be endorsed with a provision that not less than thirty (30) calendar days' written notice must be provided to the Town before any policy or coverage is cancelled, restricted, or a material change is made. Acceptance of the Certificate(s) is subject to approval of the Town Manager or designee.

*e. Additional Insured*

The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of Contractor in performance of this Contract. The Town must be named as additional insured under the CGL, business automobile insurance and umbrella policies. Town must be named as an additional insured under Contractor's insurance, including that applicable to the Town as an Additional Insured, must apply on a primary basis and any other insurance maintained by the Town will be in excess of and will not contribute to Contractor's insurance. Contractor's insurance must contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance must apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The Contractor will be responsible for the payment of any deductible or self-insured retention in the event of any claim.

### **C3 PUBLIC RECORDS**

#### **C3.01 ACCESS, REVIEW AND RELEASE OF RECORDS**

Town will have the right to inspect and copy, at Town's expense, the books, records, and accounts of Contractor which relate in any way to the Contract. The Contractor agrees to maintain an accounting system that provides for accounting records that are supported with adequate documentation and adequate procedures for determining allowable costs.

*f. Public Records*

Bidder affirms, by virtue of bidding, that its Bid is a public record, and the public will have access to all documents and information pertaining to the bid and the solicitation, subject to the provisions of Chapter 119, Florida Statutes. Bidder acknowledges that the Town may provide public access to or provide copies of all documents subject to disclosure under applicable law. If the Project is funded by grants, either partially or fully, records will be made available to the granting agency in accordance with that agency's requirements, when necessary.

Bidder is responsible for claiming applicable exemptions to disclosure as provided by Chapter 119, Florida Statutes, in its Bid by identifying the materials to be protected and providing a reason for why such exclusion from public disclosure is necessary and legal.

*g. Retention and Transfer of Public Records*

Upon termination by the Town or final completion of the Contract the Contractor must, in accordance with Section 119.0701 of the Florida Statutes, transfer to the Town, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All public record stored electronically must be provided in .pdf format or another format acceptable to the Town. Any payments due the Contractor will not be made until the Town receives the public records. Failure to return such documents will result in the documents being subject Chapter 119 of the Florida Statutes

The Contractor must comply with the applicable provisions of Chapter 119, Florida Statutes and Town will have the right to immediately terminate this Contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor must retain all other records associated with this Contract for a period of five (5) years from the date of termination.

**Should the Contractor have any questions related to the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Contract, contact the Town's custodian of public records at the Office of the Town Clerk 6601 Main Street, Miami Lakes, Florida 33014 either in writing to by telephone at (305) 364-6100 or [clerk@miamilakes-fl.gov](mailto:clerk@miamilakes-fl.gov).**

## **C4 CONTRACT MODIFICATION AND DISPUTE PROCESS**

### **C4.01 CHANGE ORDERS**

Without invalidating the Contract Documents, the Town reserves the right to make increases, decreases or other changes in the character or quantity of the Work under the Contract Documents as may be considered necessary or desirable to complete the Work in a manner satisfactory to the Town. The Town reserves the right to order changes which may result in additions to or reductions from the amount, type or value of the Work shown in the Contract, and which are within the general scope of the Contract Documents, and all such changes will be authorized only by a Change Order approved in advance, and issued in accordance with provisions of the Town.

Any changes to the Contract must be contained in a written Change order, using the Town's Change Order Form, executed by the both parties. However, under circumstances determined necessary by the Town, a Change Order may be issued unilaterally by Town.

#### C4.02 FORCE MAJEURE

Should any failure to perform on the part of Contractor be due to a condition of Force Majeure as that term is interpreted under Florida law, then, the Town may allow an extension of time reasonably commensurate with the cause of such failure to perform or cure.

If the Contractor is delayed in performing any obligation under the Contract Documents due to a force majeure condition, the Contractor must request a time extension from the Town within two (2) working days of said Force Majeure occurrence. Any time extension will be subject to mutual agreement and will not be cause for any claim by the Contractor for extra compensation unless additional services are required by the Town. A Force Majeure event **does not include** inclement weather except for significant weather events that adversely impact the critical path of the Project Schedule, if required, or completion of the work, and **does not include** the acts or omissions of Subcontractors or suppliers.

#### C4.03 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 C4.04, 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.

#### C4.04 EXCUSABLE DELAY, NON-COMPENSABLE

Excusable Delay is delay caused by either of the following: (i) circumstances that could not be foreseen and are beyond the reasonable control of Contractor, its subcontractors, or suppliers; or (ii) joint or concurrent action by Contractor, its subcontractors, suppliers or vendors and the Town. Then Contractor will be entitled only to a time extension and no compensation for the delay.

Contractor is entitled to a time extension of the Contract time for each day the Work is delayed due to Excusable Delay. Contractor must document its claim for any time extension as provided in Article C4.05.

Failure of Contractor to comply with Article C4.05, 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.

#### C4.05 CLAIMS

Contractor will only be entitled to submit a claim after submitting its request for additional compensation or time in accordance with Articles C4.03 and C4.04 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 C1.26 within the timeframe established in Article C4.04, 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 C4.03, and Article C4.04. 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.

#### **C4.06 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.

#### **C4.07 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.

#### **C4.08 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 C5.03, 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.

#### **C4.09 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.

#### **C4.10 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.

#### **C4.11 CONTRACT EXTENSION**

The Town reserves the right to extend the contract past the then-current term, including any exercised options to renew, for a period of up to ninety (90) days in the event that a subsequent contract has not yet been awarded. Additional extensions beyond the initial 90 days may occur as-needed by the Town and as mutually agreed upon by the Town and the Contractor.

### **C5 EARLY TERMINATION & DEFAULT**

#### **C5.01 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

## C5.02 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.



### **C5.03 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.

### **C5.04 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.

### **C5.05 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.

## **C6 PAYMENT PROCESS**

### **C6.01 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 [https://www.miamilakes-fl.gov/index.php?option=com\\_content&view=article&id=149&Itemid=358](https://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 Contractor's Bid Form.

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

#### **C6.02 ESTIMATED QUANTITIES**

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

#### **C6.03 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 B9.06. This includes any incidental costs associated with the Work not specifically stated, i.e., the installation of drainage may require backfill and patching, whether permanent or temporary.

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

#### **C6.04 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.

#### **C6.05 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.

#### **C6.06 REIMBURSIBLE EXPENSES**

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

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

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

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

#### **END OF SECTION**

### **SECTION D. SPECIAL TERMS & CONDITIONS**

#### **D1 SCOPE OF WORK**

1. All Town controlled roads must be cleaned on a bi-weekly basis. The Work shall also include curb and/or gutter or swale roads. The entire cross section of the road must be swept, including any turning lanes, which are either in the middle or side of the cross section. Sweeping shall consist of the collection and removal of paper, leaves, and other visible debris that collects in the gutter, the road, or along the curb.
2. The Contractor shall only use sweepers of industrial and municipal size with the capacity to collect and transport debris. All street sweeper(s) must be equipped with a fully functional water spraying system to control dust at all times. The equipment shall have mounted flashing amber lights with a three hundred sixty (360) degree visibility, visible for a minimum of one (1) mile and must otherwise comply with the requirements of Florida Statutes Chapter 316 State Uniform Traffic Control. Sweeper must also have a fully functional arrow board.
3. Should a breakdown in equipment occur during the performance of the Work, the Contractor shall notify the Project Manager in writing within two (2) hours and make arrangements to provide a replacement street sweeper within forty-eight (48) hours to continue the Work. Contractor shall have a backup street sweeper immediately available to dedicate to this Contract in the event that the primary street sweeper requires repairs or maintenance or is otherwise unavailable.
4. The removal, hauling, and disposal of the debris collected during street sweeping shall be the sole responsibility of the Contractor and shall be done in accordance with all applicable federal, state, and local laws, rules, and regulations. All dump tickets must be provided with the Contractor's monthly invoices. All costs associated with disposal including transportation, tipping/disposal fees are the sole responsibility of the Contractor.
5. Contractor shall not flush or dispose of any fuels, oils, solvents, water or debris from the street sweeper down or into any outfall, drain, catch basins, or other sewer/drainage outlet. Should it be determined that the Contractor has done so, the first instance will result in a reduction in payment of five hundred dollars (\$500). Subsequent instances will result in a reduction in payment of one thousand dollars (\$1,000) for each occurrence. Contractor may also be subject to fines from DERM for such actions. The Contractor shall also be in default of its contractual obligations should such actions occur.
6. Contractor shall generate monthly reports that include, at a minimum, the tonnage swept and disposed from each street. This monthly report must be submitted with Contractor's monthly invoice.

7. Contractor shall equip its vehicles with a GPS unit that is capable of recording the locations that work is performed. This recording should be continuous, providing a record of where each vehicle is at any given time while performing the work. The digital files containing this GPS data shall be submitted to the Town with Contractor's monthly invoice on a monthly basis. In addition to the GPS data, the following data is required to be captured and provided:
- Date
  - Start time
  - End time
  - Driver's name
  - Street sweeper number
8. In addition to the requirements stated in Article C6.01, Contractor must include with the submission of its invoices the following documentation: (1) dump tickets for all work covered by the invoice, (2) monthly report, and (3) GPS digital files. Failure to submit any of the required documentation may result in the rejection of an invoice. In the event an invoice is rejected, the Contractor shall be required to resubmit the invoice with the required documentation. The Contractor acknowledges and agrees that the failure to provide required documentation will result in a delay in processing payment.
9. The approximate lane mileage for the Town is as follows:
- 4.5 miles of 2 lane curbed road
  - 0.2 miles of 3 lane curbed road
  - 6.7 miles of 4 lane curbed road
  - 2.23 miles of 2 lane non-curbed road
  - 0.25 miles of 3 lane non-curbed road
10. **Areas with On-Street Parking**
- In areas with on-street parking, the Contractor shall use blowers or any other means to remove debris where vehicles are parked. The Contractor shall provide at least forty-eight (48) hours' notice of scheduled services so Town can communicate with adjacent property or vehicle owners to facilitate street sweeping activities. The cost of blowers or additional equipment shall be included in the bid price.

**SIGNATURE PAGE FOLLOWS**

**CONTRACT EXECUTION FORM**

This Contract \_\_\_\_\_ made this \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_ in an amount not to exceed \$\_\_\_\_\_ by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and \_\_\_\_\_, hereinafter called the "Contractor."

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Attest:

**TOWN OF MIAMI LAKES**

By: \_\_\_\_\_  
Gina Inguanzo, Town Clerk

By: \_\_\_\_\_  
Edward Pidermann, Town Manager

Legal Sufficiency:

By: \_\_\_\_\_  
Raul Gastesi, Town Attorney

Date: \_\_\_\_\_

Signed, sealed and witnessed in the presence of:

**CONTRACTOR**

\_\_\_\_\_  
(Contractor's Name)

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

(\*) In the event that the Contractor is a corporation, there shall be attached the original of the corporate resolution in the form contained in this Section, of the board of the corporation, authorizing the officer who signs the Contract to do so in its behalf.

**CORPORATE RESOLUTION**

WHEREAS, \_\_\_\_\_, Inc. desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the contract to which this resolution is attached; and

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

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

\_\_\_\_\_, is hereby authorized  
(type name of officer)

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Corporate Secretary

(Corporate Seal)

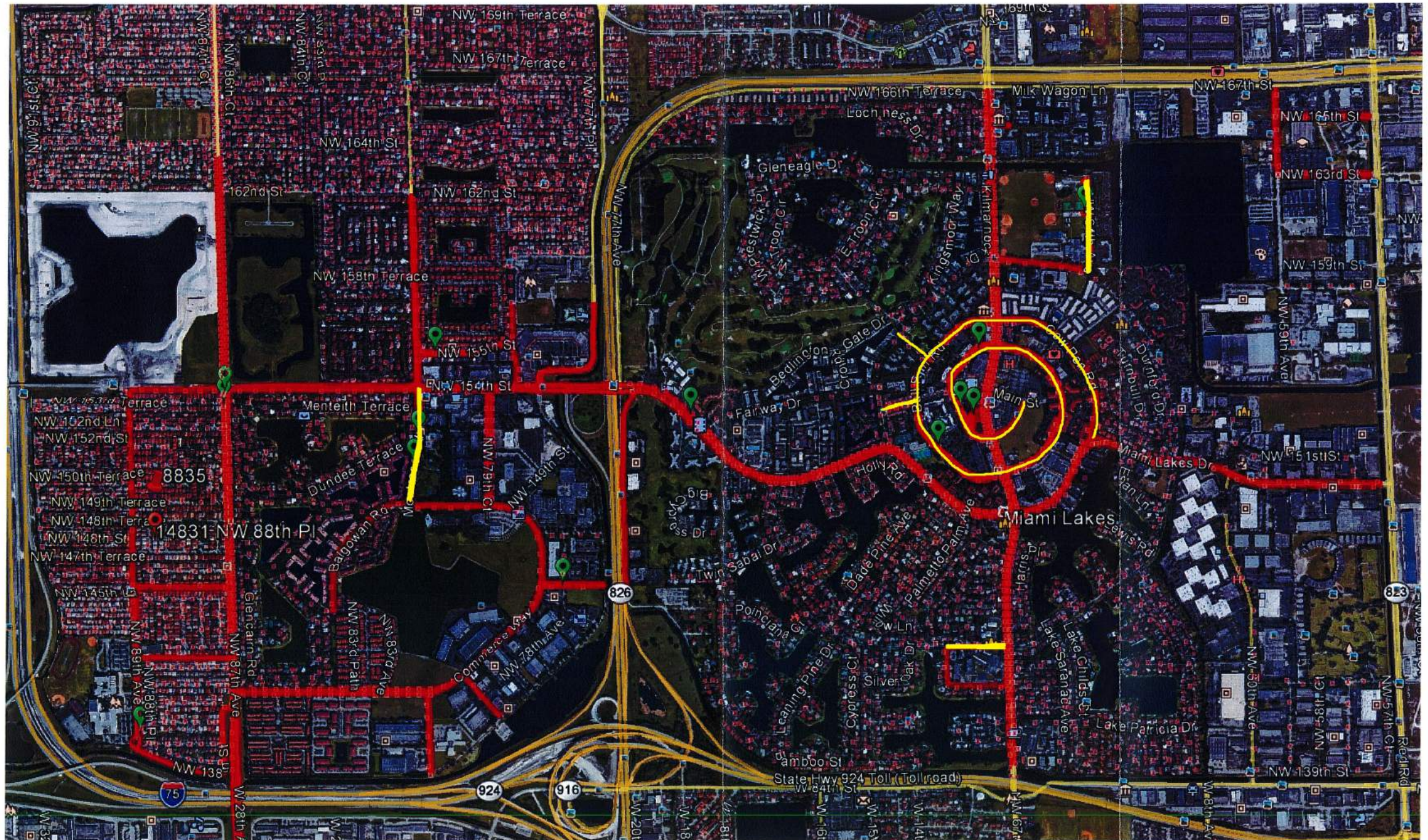
**EXHIBIT A**  
**ROUTE MAP**



## Legend

**Red:** sample route

**Yellow:** areas with on-street parking





**EXHIBIT B**  
**BID FORM**



## BID FORM

This Bid is submitted on behalf of USA Sweeping Inc. d/b/a Facilities Pro-Sweep, (hereinafter "Bidder") located at  
(Name of Bidder)

2950 W 84th Street, Suite # 10, Hialeah, Florida 33018, submitted on 3/26/2019,  
(Address) (Date)

to furnish all Work as stated in the ITB and Contract Documents for ITB No. 2019-12 for

### STREET SWEEPING SERVICES

(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.

**[SPACE INTENTIONALLY LEFT BLANK]**



### BID PRICE

<u>Item No.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Quantity (Lane-Mile)</u>	<u>Total Cost</u>
1	Swept Lane-Miles	\$ 20.45	6,120*	\$ 125,154.00
2	Lane-Miles with On-Street Parking	\$ 20.45	672**	\$ 13,742.40

\*Number is an estimate of lanes miles based on 51 lane miles per cycle, 24 cycles a year for five (5) years.

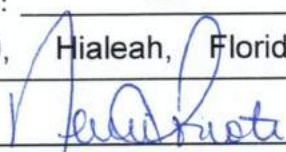
\*\*Number is an estimate of lanes miles with on-street parking based on 5.6 miles per cycle, 24 cycles a year for five (5) years.

Firm's Name: USA Sweeping Inc. d/b/a Facilities Pro-Sweep

SSN or Federal ID No.: 20-140-2455 Telephone No.: 305-552-0466 / 786-385-6688

E-Mail Address: nioscote@facilitiespro-sweep.com Facsimile No.:                     

Town/State/Zip: 2950 West 84th Street, Suite 10, Hialeah, Florida 33018

Printed Name/Title: Neuci Tosco Signature: 

**EXHIBIT C**  
**CONTRACTOR'S SUBMITTAL**





**BID FOR  
TOWN OF MIAMI LAKES  
STREET SWEEPING SERVICES  
ITB # 2019-12**

**March 26, 2019**

**ORIGINAL**

**P.O. Box 941496  
Miami, FL 33194-1496  
Office: (305) 552-0466  
[nioscote@facilitiespro-sweep.com](mailto:nioscote@facilitiespro-sweep.com)**



## 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?

14 YEARS / 8 MONTHS

a. Professional Licenses/Certifications (include name and license #)*	Issuance Date
Occupational License	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: 20-1402455

b. Dept. of Business Professional Regulation Category (DBPR): n/a

i. Date Licensed by DBPR: n/a

ii. License Number: n/a

c. Date registered to conduct business in the State of Florida: 7/23/2004

i. Date filed: 7/23/2004

ii. Document Number: PO4000109178

d. Primary Office Location: 2950 W 84th Street, #10, Hialeah, Florida 33018

e. What is your primary business? Power Sweeping Services

(This answer should be specific)



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

n/a

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
Neuci Ioscote	President	51
William Fourment	Vice-President	49

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
Neuci Ioscote	President	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
William Fourment	VP	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Viviane Ioscote	Office Manager	<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"/>

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

4. Employee Information

- a. Total No. of Employees: 27
- b. Total No. of Managerial/Admin. Employees: 5
- c. Number of Trades Personnel and total number per classification:  
(Apprentices must be listed separately for each classification)

n/a

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

6. Employer Modification Rating: n/a

7. Insurance & Bond Information:

- a. Insurance Carrier name & address:

Crum & Forster - 305 Madison Ave, Morristown NJ 07960



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

Agent - Brown & Brown/ Contact Clinton Miller / Tel: 561-688-5072 / Cmliller@bb-wpb.com

- c. Insurance Experience Modification Rating (EMR): 0.78 in 2018 / 0.88 in 2017

(If no EMR rating please explain why)

- d. Number of Insurance Claims paid out in last 5 years & value: 5 Liability claims Total \$69,041.26

- e. Bond Carrier name & address:

n/a

- f. Bond Carrier Contact Name, Telephone number, & Email:

n/a

- g. Number of Bond Claims paid out in the last 5 years & value of each:

n/a

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
14. Provide an attachment listing all of the equipment and vehicles owned or under lease or rental agreement, which will be used in the performance of the Work in accordance with Section D1 of the ITB. Contractor must clearly identify which equipment and vehicles are owned versus rented or leased. Contractor must also provide the age of each piece of equipment or vehicle and must specify whether the equipment or vehicle will be dedicated for use solely on the Town's Street Sweeping Work. During the Bid evaluation process, the Town may request copies of rented or leased equipment. The Equipment and Vehicles form following this questionnaire has been provided to aid Bidders in submitting the requested information.

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

15. Project Management & Subcontract Details: William Fourment

a. Name the Project Manager ("PM") for this Project: William Fourment

b. How many years has the PM been with the Company: 14

c. List all the PM's licenses & certifications:

OSHA

- 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.

See Attached - Reference page





- e. List all Subcontractors that will work on this project:

Name	Trade/Work	% of Work	License No.
------	------------	-----------	-------------

n/a

- f. Scope of Actual Work to be Performed by your company and corresponding percentage of the work:

Street Sweeping Services - 100%

16. 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: Nevee Iosco  
Signature of Authorized Officer

3/26/19  
Date

Nevee Iosco  
Printed Name



**Responses to following items of ITB # 2019-12:**

**Items 8.**

**Law Suit 1**

DDR Realty Corp., and USA Sweeping, Inc., d/b/a Facilities Pro-Sweep

Case # 13-016207 filed in the Circuit Court of the 17<sup>th</sup> Judicial Circuit, Broward County, FL.

The original claim was about a slip and fall over a pothole. Both Insurances (client and ours) settled with plaintiff; however, DDR Corporation's (our client) insurance filed a law suit against our liability insurance claiming breach of contract. It was explained by our lawyer that even though the law suit DDR Corp filed was against out insurance carrier, since USA Sweeping Inc. was the insured, it had to be brought in the law suit along with our insurance carrier. The case was settled back in June of 2018, please documents attached for your review.

**Law Suit 2**

Victor Ramirez vs Absolute Cleaning Services & Systems Corp., and USA Sweeping Inc.

Case 1:19-cv-20420-DPG, United States District Court for Southern District of Florida.

Plaintiff was employed by a Subcontractor of USA Sweeping Inc., named Absolute Cleaning Services (Porter and General maintenance services for Shopping Centers). The plaintiff filed a law suit on 1/31/2019 against its employer for unpaid overtime wages. Since plaintiff would have direct contact with the Operations Manager for USA Sweeping, plaintiff's lawyer extended the law suit to include USA Sweeping Inc. in the case. The case has been settled on 3/21/2019 for an undisclosed amount due to confidentiality agreement as part of the settlement.

---

**Item 14.**

**Note:** All vehicles are owned by USA Sweeping Inc. Vehicles are entirely refurbished and are maintained daily by a full-time mechanic. Aside from the trucks listed on equipment form, we have additional Broom Sweepers available as back up. If awarded the contract, the above vehicles will be used to provide services to the Town of Miami Lakes.

P.O Box 941496 – Miami, Florida 33194

Miami: (305) 552-0466

Servicemiami@facilitiespro-sweep.com



## **JOINT TORTFEASOR RELEASE**

This mutual Release, dated June 18, 2018, is given

BY: **DDR Corp.** (referred to as "Plaintiff"), the Releasors,

TO: **USA Sweeping d/b/a Facilities Pro-Sweep** (referred to as "Defendant"), the Releases.

If more than one person signs this Release, "Plaintiff" shall mean each person who signs this Release.

### **I. RELEASE**

Plaintiffs and its respective and former parents, subsidiaries, affiliates, officers, directors, shareholders, members, successors and assigns (collectively "Releasors"), release, remise, acquit, satisfy, forever discharges, and gives up any and all claims, manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, and rights which Releasors may have against Defendant and its respective present and former, direct and indirect, parents, subsidiaries, affiliates, employees, officers, directors, shareholders, members, agents, representatives, permitted successors, and permitted assigns (collectively "Releasees"). This releases all claims, which arose or counsel arise out of the underlying case of *Irith Simonson v. DDR Realty Corporation and USA Sweeping, Inc. d/b/a Facilities Pro Sweep* filed in the Circuit Court of the 17<sup>th</sup> Judicial Circuit, on Broward County, Florida bearing case No. 13-016207 (the "Underlying Action") from the beginning of the world up to the date of the execution of this Release. Releasors specifically release Releasees from the following claims:

Any and all claims whatsoever arising out the declaratory and breach of contract action captioned *DDR Corp. v. USA Sweeping d/b/a Facilities Pro Sweep, et al*, filed in the Superior Court of New Jersey, Bergen County, bearing Docket No. BER-L-8475-16 (the "New Jersey Case").

It is expressly understood and agreed that the acceptance of the amount contained in the Payment Section II is in full accord and satisfaction of any claim and that the payment thereof is not an admission of liability but is made for the purpose of terminating any dispute and litigation between the parties. Plaintiff shall file a Notice of Voluntary Dismissal with Prejudice against Defendant in the New Jersey Case within ten (10) business days after the execution of this Release.

Plaintiff reserves the right to make claim against any and every other person, excluding Releasees, that may be liable for any of those damages sustained by the Plaintiff in the matter giving rise to the aforesaid lawsuit. Should it appear that two or more persons or entities are jointly and/or severally liable in tort for the aforesaid damages, this Release shall be received in reduction of the total damages recoverable against all the other tortfeasors only to the extent of



the liability imposed upon the Defendants. Plaintiff specifically reserves all claims and causes of action arising out of the aforesaid accident against all other prospective tortfeasors.

Consistent with the terms of the settlement above, Plaintiff warrants that it will hold the Defendant harmless and will satisfy any judgment or award against Defendant, including a finding of liability for contribution or indemnity by any alleged Joint Tortfeasor under the New Jersey Joint Tortfeasors Contribution Act, including but not limited to, any crossclaim brought by Mid-Continent Casualty Company against Defendant in the New Jersey Case.

## II. PAYMENT

Plaintiff will be paid a total of \$40,000.00 (Forty Thousand Dollars) in full payment for making this Release. Plaintiff agrees that it will not seek anything further including any other payment from Defendant. The amount of settlement is to be paid as follows:

\$10,000 by July 1, 2018; — CK 4590 sent 6/21  
\$5,000 by July 15, 2018; — Pd  
\$5,000 by August 15, 2018; — Pd CK 4662  
\$5,000 by September 15, 2018; — Pd CK 4762  
\$5,000 by October 15, 2018; — Paid  
\$5,000 by November 15, 2018; and — Paid  
\$5,000 by December 15, 2018. — Paid w/ CK 5024

In the event Defendant fails to make payment when due under the above schedule, all unpaid amounts will become immediately due and payable and application for enforcement.

## III. WHO IS BOUND

The parties are mutually bound by this Release. Anyone who succeeds to Plaintiff's rights and responsibilities, such as any Releasors' heirs or the executor of an estate, is also bound. This Release is made for Releasees' benefit and all who succeed to Releasees' rights and responsibilities, including any predecessors and successors in interest, assigns, agents, representatives and attorneys, in this individual and official capacities.

## IV. SIGNATURE

Plaintiff, on behalf of itself and Releasors, understands and agrees to the terms of this Release. If this Release is made by a corporation its proper corporate officers shall sign and its corporate seal is affixed.



Eric Cotton, Deputy General Counsel  
& Corporate Compliance Officer

(Seal)

YORK Risk Services  
Group, Inc

Attn: Gerry Hiller

Ref: DDGM-0075A1

P.O. Box 183188

Columbus, OH 43212



STATE OF OHIO, COUNTY OF

SS:

I CERTIFY that on the 18 day of June, 2018, Eric Cotton, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) are named in and personally signed this document; and
- (b) signed, sealed and delivered this document as his or her act and deed.

Laura K. Bunjevac  
Notary Public



LAURA K. BUNJEVAC  
Notary Public, State of Ohio  
My Commission Expires  
May 25, 2019



### EQUIPMENT AND VEHICLES

\*Note: This form is to be used for question #14 of the Questionnaire. Print as many as are required.

<u>Vehicle/Equipment</u>	<u>Manufacturer</u>	<u>Vehicle/Equipment Age (Years)</u>	<u>Rented/Owned</u>	<u>Dedicated Solely to Town's Work</u>
Broom Sweeper - International 4700	Schwarze	14	<input type="checkbox"/> Rented/Leased <input checked="" type="checkbox"/> Owned	<input checked="" type="checkbox"/>
Broom Sweeper SC 8000	Sterling	14	<input type="checkbox"/> Rented/Leased <input checked="" type="checkbox"/> Owned	<input checked="" type="checkbox"/>
Sweeper Tymco	Isuzu	12	<input type="checkbox"/> Rented/Leased <input checked="" type="checkbox"/> Owned	<input checked="" type="checkbox"/>
Broom Sweeper W5500	GMC	12	<input type="checkbox"/> Rented/Leased <input checked="" type="checkbox"/> Owned	<input type="checkbox"/>
			<input type="checkbox"/> Rented/Leased <input type="checkbox"/> Owned	<input type="checkbox"/>
			<input type="checkbox"/> Rented/Leased <input type="checkbox"/> Owned	<input type="checkbox"/>
			<input type="checkbox"/> Rented/Leased <input type="checkbox"/> Owned	<input type="checkbox"/>
			<input type="checkbox"/> Rented/Leased <input type="checkbox"/> Owned	<input type="checkbox"/>
			<input type="checkbox"/> Rented/Leased <input type="checkbox"/> Owned	<input type="checkbox"/>
			<input type="checkbox"/> Rented/Leased <input type="checkbox"/> Owned	<input type="checkbox"/>
			<input type="checkbox"/> Rented/Leased <input type="checkbox"/> Owned	<input type="checkbox"/>
			<input type="checkbox"/> Rented/Leased <input type="checkbox"/> Owned	<input type="checkbox"/>



**ADDENDUM ACKNOWLEDGEMENT FORM**

**Solicitation No.:** 2019-12

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

Addendum No. <u>1</u> ,	Dated <u>3/26/2019</u>
Addendum No. <u>2</u> ,	Dated <u>3/26/2019</u>
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____

☐ No Addendum issued for this Solicitation

Firm's Name: USA Sweeping Inc. d/b/a Facilities Pro-Sweep

Authorized Representative's Name: Neuci Ioscote

Title: President

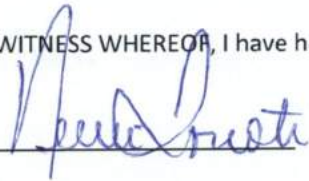
Authorized Signature: 

**CERTIFICATE OF AUTHORITY  
(IF CORPORATION)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of  
USA Sweeping Inc. d/b/a Facilities Pro-Sweep, a corporation organized and existing under the laws of the  
State of Florida, held on the \_\_\_ day of July, 2004, a resolution was duly passed and  
adopted authorizing (Name) Neuci Ioscote 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 26 day of March, 2019.

Secretary:



Print:

Neuci Ioscote

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

NOTARIZATION

STATE OF Florida )

COUNTY OF Miami Dade ) SS:

The foregoing instrument was acknowledged before me this 26 day of March, 2019, by Neuci Tosco, who is personally known to me or who has produced Driver's Lic as identification and who (☐ did / ☐ did not) take an oath.

[Signature]  
SIGNATURE OF NOTARY PUBLIC  
STATE OF FLORIDA

Lizet Ortiz  
PRINTED, STAMPED OR TYPED  
NAME OF NOTARY PUBLIC





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.

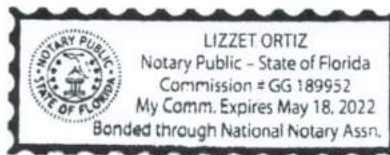
By: *Neve Iosco*  
Title: *President*

BEFORE ME, the undersigned authority, personally appeared *Neve Iosco* 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 *Neve Iosco* executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this *26* day of *March*, *2019*.

My Commission Expires:

*[Signature]*  
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.

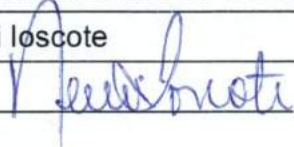
- (a) CONTRACTOR acknowledges TOWN'S obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that TOWN is required to comply with Article 1, Section 24, Florida Constitution 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: USA Sweeping Inc. d/b/a Facilities Pro-Sweep

Authorized representative (print): Neuci Ioscote

Authorized representative (signature):



Date: 3/26/19



**CONFLICT OF INTEREST AFFIDAVIT**

State of Florida }  
County of Dade } SS:

Neuci Ioscote being first duly sworn, deposes and says that he/she is the (Owner, Partner, Officer, Representative or Agent) of USA Sweeping Inc., the Proposer that has submitted the attached Proposal and certifies the following;

Proposer certifies by submitting its Proposal that no elected official, committee member, or employee of the Town has a financial interest directly or indirectly in this Proposal or any compensation to be paid under or through the award of a contract, and that no Town employee, nor any elected or appointed official (including Town committee members) of the Town, nor any spouse, parent or child of such employee or elected or appointed official of the Town, may be a partner, officer, director or employee of Proposer, and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any contract award containing an exception to these restrictions must be expressly approved by the Town Council. Further, Proposer recognizes that with respect to this solicitation, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the Town, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Town, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the Proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to the Town. The terms "Proposer" as used herein, includes any person or entity making a bid or proposal to the Town to provide goods or services.

Proposer further certifies that the price or prices quoted in the Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

Witness

By:

Neuci Ioscote

(Printed Name)

President

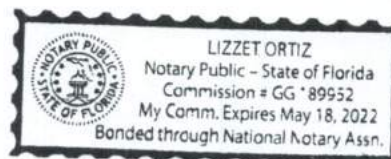
(Title)

BEFORE ME, the undersigned authority, personally appeared Neuci Ioscote 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 Neuci Ioscote executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 26 day of March, 2019

My Commission Expires:

Notary Public State of Florida at Large



Form COI



## DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

USA Sweeping Inc. d/b/a Facilities Pro-Sweep

3/26/2019

Company Name:

Date

Authorized Signature:

Neuci Ioscote - President

Printed Name and Title

**NON-COLLUSIVE AFFIDAVIT**

State of Florida }  
                                  } SS:  
County of Dade }

Neuci Ioscote being first duly sworn, deposes and says that:

- a) He/she is the Owner (Owner, Partner, Officer, Representative or Agent) of USA Sweeping 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:

Neuci Ioscote

(Printed Name)

President

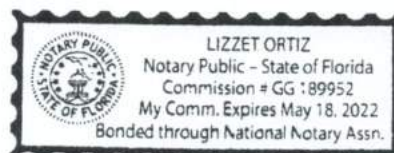
(Title)

BEFORE ME, the undersigned authority, personally appeared Neuci Ioscote 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 Neuci Ioscote executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 26 day of March, 2019

My Commission Expires:

[Signature]  
Notary Public State of Florida at Large



Form NCA





## PUBLIC RELATIONS AFFIDAVIT

Bidder's Name: USA Sweepings Inc.  
Dipla Facilities Pro-Sweep

Solicitation No.: 2019-12

By executing this affidavit, Proposer discloses any personal or business relationship or past experience with any current Town employee or elected representative of the Town.

Proposer shall disclose to the Town:

- a) Any direct or indirect personal interests in a vendor held by any employee or elected representative of the Town.

Last name	First name	Relationship
-----------	------------	--------------

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
-----------	------------	--------------

Neuci Ioscote  
Authorized Signature

3/26/2019  
Date:

Neuci Ioscote  
Print Name

President  
Title:

**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 Neuci Ioscote - President

[print individual's name and title]

for USA Sweeping Inc. d/b/a Facilities Pro-Sweep

[print name of entity submitting sworn statement]

whose business address is

2950 W 84th Street # 10

Hialeah, FL 33018

and (if applicable) its Federal Employer Identification Number (FEIN) is 24-1402455

(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**

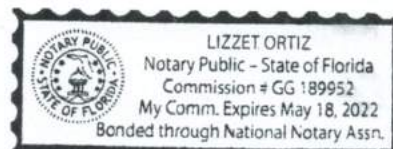
**UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

BEFORE ME, the undersigned authority, personally appeared Nevee Joseph 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 Nevee Joseph executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 26 day of March, 2019

My Commission Expires:

Jeannette  
Notary Public State of Florida at Large







City of Hialeah  
**Business Tax Receipt**

**2018-19**

Mayor Carlos Hernandez

No: **493110A902**

Amount: \$ 100.00

The person, firm or corp. listed here has paid the business tax required to engage in or operate the business specified subject to the regulations and restrictions of the City of Hialeah, Florida

Owner: FACILITIES PRO-SWEEP/USA SWEEPING, INC.

Type of Business: **GENERAL WAREHOUSE AND STORAGE**

FACILITIES PRO-SWEEP  
USA SWEEPING, INC.  
PO BOX 941496  
MIAMI, FL 33194

Business Location:

2950 W 84 ST 9

Validating No.: 476572

Expires September 30, 2019

**THIS IS NOT A BILL**



City of Hialeah  
**Business Tax Receipt**

**2018-19**

Mayor Carlos Hernandez

No: **562998-1**

(OLD-4959-1)

Amount: \$ 200.00

The person, firm or corp. listed here has paid the business tax required to engage in or operate the business specified subject to the regulations and restrictions of the City of Hialeah, Florida

Owner: NEUCI IOSCOTE- USA SWEEPING INC.

Type of Business: **All Other Miscellaneous Waste Management Services**

FACILITIES PRO-SWEEP - USA SWEEPING INC.  
P.O. BOX 941496  
MIAMI, FL 33194

Business Location:

2950 W 84 ST 10

Validating No.: 0000

Expires September 30, 2019

**THIS IS NOT A BILL**



# Certificate of Completion

This is to certify

WILLIAM FOURMENT

Has successfully completed A 10 HOURS

OCCUPATIONAL SAFETY AND HEALTH TRAINING IN  
CONSTRUCTION SAFETY AND HEALTH

November 19, 2016



*Zesto Arbolida*  
Trainer



Industrial Training Center

**OSHA  
COMPLIANCE  
CENTER**

**Facilities Pro Sweep**

Company

[WWW.OSHAREADY.COM](http://WWW.OSHAREADY.COM)



# Weekly Truck Inspection Sheet

Date: \_\_\_\_\_

Driver: \_\_\_\_\_

Truck/ Description: \_\_\_\_\_

Odometer: \_\_\_\_\_

OK	PROBLEM	DESCRIPTION	OK	PROBLEM	DESCRIPTION	OK	PROBLEM	DESCRIPTION
<input type="checkbox"/>	<input type="checkbox"/>	Headlights	<input type="checkbox"/>	<input type="checkbox"/>	Steering Wheel Lock	<input type="checkbox"/>	<input type="checkbox"/>	Gloves
<input type="checkbox"/>	<input type="checkbox"/>	Stop/Tail/Turn lights	<input type="checkbox"/>	<input type="checkbox"/>	Power Steering Fluid	<input type="checkbox"/>	<input type="checkbox"/>	Left Side Broom
<input type="checkbox"/>	<input type="checkbox"/>	Radiator fluid	<input type="checkbox"/>	<input type="checkbox"/>	Fire Extinguisher	<input type="checkbox"/>	<input type="checkbox"/>	Right Side Broom
<input type="checkbox"/>	<input type="checkbox"/>	Clean Radiator	<input type="checkbox"/>	<input type="checkbox"/>	Tow Lights - Wide Load Bar	<input type="checkbox"/>	<input type="checkbox"/>	Rear Broom
<input type="checkbox"/>	<input type="checkbox"/>	Oil	<input type="checkbox"/>	<input type="checkbox"/>	Strobes-Rotators-Lightbar	<input type="checkbox"/>	<input type="checkbox"/>	Converyor Belt
<input type="checkbox"/>	<input type="checkbox"/>	Grease	<input type="checkbox"/>	<input type="checkbox"/>	Work Lights	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	Battery	<input type="checkbox"/>	<input type="checkbox"/>	Clearance Lights	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	Fan Belts	<input type="checkbox"/>	<input type="checkbox"/>	Jumpstar Equipment	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	Mirrors	<input type="checkbox"/>	<input type="checkbox"/>	Flares-Triangles-Flags	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	PTO Unit	<input type="checkbox"/>	<input type="checkbox"/>	Tool Kit	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	Horn	<input type="checkbox"/>	<input type="checkbox"/>	Lug Wrench Set	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	Windshield Wipers	<input type="checkbox"/>	<input type="checkbox"/>	Flashlight	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	Windshield Water Check	<input type="checkbox"/>	<input type="checkbox"/>	First Aid Kit	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	Air Filters	<input type="checkbox"/>	<input type="checkbox"/>	Safety Vest	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	Steering Fluid	<input type="checkbox"/>	<input type="checkbox"/>	Rain Gear	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	Transmission						
<input type="checkbox"/>	<input type="checkbox"/>	Transmission Oil						
<input type="checkbox"/>	<input type="checkbox"/>	Engine Oil Levels (Two Motors)						
<input type="checkbox"/>	<input type="checkbox"/>	Check Leakage						
<input type="checkbox"/>	<input type="checkbox"/>	Parking Brake - Brake Lock						
<input type="checkbox"/>	<input type="checkbox"/>	Service Brakes						
<input type="checkbox"/>	<input type="checkbox"/>	Brake Fluids						
<input type="checkbox"/>	<input type="checkbox"/>	Water Tank Sprinklers						
<input type="checkbox"/>	<input type="checkbox"/>	Fuel						
<input type="checkbox"/>	<input type="checkbox"/>	Tires/ Pressure						
<input type="checkbox"/>	<input type="checkbox"/>	Truck Tires Replace						
<input type="checkbox"/>	<input type="checkbox"/>	Exhaust/ Muffler						
<input type="checkbox"/>	<input type="checkbox"/>	Mud Flaps						
<input type="checkbox"/>	<input type="checkbox"/>	Hydraulic Hoses, Valves, Levers						
<input type="checkbox"/>	<input type="checkbox"/>	Hydraulic Oil Level						
<input type="checkbox"/>	<input type="checkbox"/>	Latches, Door Checks						
<input type="checkbox"/>	<input type="checkbox"/>	Tow Sling/ Tow Bar						
<input type="checkbox"/>	<input type="checkbox"/>	Sling Straps						
<input type="checkbox"/>	<input type="checkbox"/>	Wire Rope						
<input type="checkbox"/>	<input type="checkbox"/>	Tie Down Straps - Ratchets						

Body Damage: \_\_\_\_\_

Overall Apearance: ☐ Excelent ☐ Good ☐ Poor

Oil added (QTS): \_\_\_\_\_ Fuel Added (Gals): \_\_\_\_\_

Miscellaneous: \_\_\_\_\_

I acknowledge that I have inspected the above vehicle or equipment. Unless any item is marked a "problem" or is noted under miscellaneous, the above truck or equipment is in good and safe working condition

Signature \_\_\_\_\_





## REFERENCES

### CURRENT

**AGENCY/ FIRM NAME:** BAL HARBOUR VILLAGE  
**ADDRESS:** 655 96TH Street  
Bal Harbour, Florida 33154  
**PHONE:** 305-993-7436 / 786-709-6555  
**CONTACT:** Jason Atkinson  
**EMAIL:** Jatkinson@balharbourfl.gov  
**AWARDED CONTRACT SINCE 2016**  
**VALUE:** Approximately \$84,000.00 per year

**AGENCY/ FIRM NAME:** Site Centers  
**ADDRESS:** 801 University Drive, Ste 105  
Plantation, Florida 33324  
**PHONE:** 954-915-7059  
**CONTACT:** Jane Schor  
**EMAIL:** Jschor@sitecenters.com  
**AWARDED CONTRACT SINCE 2007**  
**VALUE:** Approximately \$800,000.00 per year

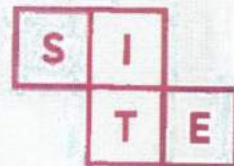
**AGENCY/ FIRM NAME:** Prologis  
**ADDRESS:** 8355 NW 12th Street  
Doral, Florida 33126  
**PHONE:** 305-392-4276  
**CONTACT:** Larry Quintanilla  
**EMAIL:** Lquintanilla@prologis.com  
**AWARD CONTRACT SINCE 2004**  
**VALUE:** Approximately \$377,000.00 per year

### CURRENT

**AGENCY/ FIRM NAME:** HOST TERMINALS  
**ADDRESS:** 2550 Eisenhower Boulevard, Ste 5  
Fort Lauderdale, Florida 333160  
**PHONE:** 504-278-0620  
**CONTACT:** Godfrey Wynter  
**PROJECT:** Port of Everglades  
**ON CALL BASIS**  
**VALUE:** BILLING OF \$12,325.00 IN 2018

### PRIOR PROJECTS

**AGENCY/ FIRM NAME:** ARCHER WESTERN  
**ADDRESS:** 4343 Anchor Plaza Parkway # 155  
Tampa, Florida 33634  
**PHONE:** 786-545-5614  
**CONTACT:** Brian Dailey  
**PROJECT:** SR-836/I-395/I-95 design build project  
**FROM:** APRIL 2017 TO OCT 2018  
**VALUE:** TOTAL COST \$288,000.00



March 19, 2019

To Whom It May Concern:

It is my pleasure to write this letter of reference for Facilities Pro Sweep (FPS). FPS handles the porter and sweeping service for five of my retail shopping centers in Broward and Dade counties, totaling approximately 1.8 million square feet. One of the centers is a complicated, mixed-used site in downtown Miami. No job is too big or too small for them, and they handle the jobs with reliability, efficiency and with little to no disruption to either the tenants or the customers and always with a smile. The supervisors are first class; the work is carried out effectively and quickly.

I think you would be pleased with their service if you give them the opportunity.

Sincerely,

A handwritten signature in blue ink that reads "Jane Schor".

JANE SCHOR  
Senior Regional Property Manager

SITE Centers



**SITE CENTERS**

3300 Enterprise Pkwy, Beachwood, OH 44122 • 877-225-5337 • [SiteCenters.com](http://SiteCenters.com)

# BAL HARBOUR

- VILLAGE -

March 21, 2019

To whom it may concern,

Facilities Pro Sweep has been providing street sweeping services for Bal Harbour Village since February 2016. A 3-year contract was awarded to Facilities Pro Sweep with the option of 1-year renewals at both party's discretion. In February 2019, the Village and Facilities Pro Sweep extended the contract services for another year due to the quality of work that Facilities Pro Sweep provided.

As the contract administrator, I am very pleased with the performance of Facilities Pro Sweep. They have a professional team led by Neuci Ioscote, and they produce quality results. Their reports are accurate and are submitted on time. I do not recall an instance where a service couldn't be performed due to machinery or personnel problems. They have also assisted us during emergencies in which they were called in without prior notice. We are truly appreciative of their response time.

Facilities Pro Sweep currently provides the following:

- Street sweeping services of 2 FDOT Roadways within the Village and 2 parking lots at a frequency of 5 days per week. This service is performed generally from 4:00 am – 6:00 am.
- Street sweeping services in a gated community once every 2 weeks in the late afternoon time.

I would recommend the services of Facilities Pro Sweep for municipal work as well as gated communities.

Sincerely,

  
Jason W. Atkinson  
Operations Supervisor  
Bal Harbour Village  
(786)709-6555  
jatinson@balharbourfl.gov





March 26, 2019

To Whom It May Concern:

It is with much enthusiasm that I recommend you the services of Facilities Pro-Sweep. They've been providing sweeping services for our properties for a while and we are very satisfied with their service, as they do an excellent job.

I believe you will be very pleased with their services if they are given this opportunity.

Sincerely,

Jose Garcia  
Lead operating Engineer  
Cushman and Wakefield

Jose.Garcia1@cushwake.com



## **Town of Miami Lakes Memorandum**

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**To: Honorable Mayor and Councilmembers**  
**From: Edward Pidermann, Town Manager**  
**Subject: FPL Franchise Fee**  
**Date: 5/14/2019**

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### **Recommendation:**

It is recommended that the Town adopt its own franchise agreement with Florida Power and Light (FPL) for a period of 30 years. Pursuant to our Charter, this agreement requires the creation of an Ordinance. The effective date of this Ordinance shall be the termination date of Miami Dade County's current agreement with FPL (May 25, 2020), or an earlier date, if the Town is able to prematurely terminate its interlocal agreement with Miami Dade County prior to May 25, 2020. The Town is expected to receive approximately \$2.3 million in the first year of this agreement.

### **Background:**

On May 25, 1990, Miami-Dade County executed a 30 year electrical franchise agreement with FPL ("County – FPL Agreement"). Municipalities that incorporated after the effective date of the County-FPL Agreement were prohibited from executing independent franchise agreements with FPL during the County-FPL Agreement 30 year time-span. The Town of Miami Lakes was incorporated on December 5, 2000, and therefore is currently covered under the County - FPL Agreement. The County, through an interlocal agreement with the Town of Miami Lakes, has shared the revenues collected from FPL users located within the Town. Under the County-FPL Agreement, and all other FPL franchise agreements entered into with Miami-Dade County municipalities, local governments are allowed to collect up to 6% surcharge on utility fees.

Based on information provided by FPL, the County is currently collecting 6%. Based on information provided by FPL, municipalities governed by independent franchise agreements with FPL are collecting between 5.9% and 6%[1]. As such, the Town is currently one, if not the lowest, franchisee. Currently, the County's agreement allows FPL to off-set property taxes paid from the 6% franchise fee charged. Effectively, this off-set reduces the net-amount received by the Town to 2.47%. Of significance, municipalities with independent franchise agreements do not have this off-setting cost. Over the past few years, staff-initiated negotiations have transpired to create our own, Town of Miami Lakes franchise agreement with FPL. Under this agreement the Town grants FPL the nonexclusive right, privilege and franchise (hereinafter called "franchise") to construct, operate and maintain in, under, upon, along, over and across the present and future roads, streets, alleys, bridges, easements, rights-of-way and other public places (hereinafter called "public

rights-of-way") within the Town. Furthermore, the Town agrees not to engage in the distribution and/or sale, in competition with FPL, of electric capacity and/or electric energy to any retail customer or to any electrical distribution system established solely to serve any retail customer presently served by FPL within the Town's limits; and (b) not to participate in any proceeding or contractual arrangement which would be to obligate FPL to transmit and/or distribute, electric capacity and/or electric energy from any third party(ies) to any other retail customer's facility. Nothing in this agreement prohibits the Town to generate electric capacity and/or energy at any facility owned or leased by the Town for storage or utilization at that facility or use renewable energy sources to generate electric capacity or sell electrical capacity to FPL. This agreement provides for the same 6% of FPL's billed revenues (less actual write-offs) from the sale of electrical energy to residential, commercial and industrial customers within the Town. However, by eliminating the off-set provision, the Town is expected to receive over \$1.3 million in additional revenues per year as soon as the agreement goes into effect. The average residence in Miami Lakes (consuming 1000 kWh per month) will experience an average increase of \$3.19 in their monthly electrical bill.

Additionally, the agreement provides for a monthly payment rather than an annual payment, which will make it easier to track our revenues and the Town's ability to periodically request a list of FPL customers within Town boundaries to ensure the Town is collecting the full franchise fee. This additional revenue will provide the Town the financial resources to address three major community concerns and strategic plan priorities, specifically our current and future transportation and infrastructure improvement projects. Second, the Town's tree management program which is aimed at addressing tree pruning, replanting of trees, removal/replacement of dead, hazardous and nuisance trees, implementing our beautification master plan, and update of our tree inventory. Finally, the Town will address the placement of additional street lights, sidewalk grinding, repair and ADA accessibility. Overall, the additional revenue will boost the Town's ability to address its ongoing infrastructure maintenance concerns throughout the Town's footprint. [1] 25 out of 26 municipalities have agreements between 5.9% and 6.0%, Miami Beach agreement is 5.29%.

#### **ATTACHMENTS:**

Description

**Ordinance**

**Franchise Fee Municipal Rate Worksheet**

**ORDINANCE NO. 2019 - \_\_\_\_\_**

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

**WHEREAS**, the Town Council of the Town of Miami Lakes (the “Town”) recognizes that the Town and its citizens need and desire the continued benefits of electric service; and

**WHEREAS**, the provision of such service requires substantial investments of capital and other resources in order to construct, maintain and operate facilities essential to the provision of such service in addition to costly administrative functions, and the Town does not desire to undertake to provide such services at this time; and

**WHEREAS**, Florida Power & Light Company is a public utility that has the demonstrated ability to supply such services; and

**WHEREAS**, there is currently in effect a franchise agreement between Miami-Dade County and Florida Power & Light Company, the terms of which are set forth in Miami-Dade County Ordinance 89-81, passed and adopted, which grants a thirty (30) year non-exclusive electric franchise to Florida Power & Light Company to utilize public rights of way throughout the unincorporated and incorporated areas of Miami-Dade County, Florida, in return for Florida Power & Light Company paying the County certain franchise fees, among other things as expressly provided herein (“Current Franchise Agreement”); and

**WHEREAS**, on July 10, 2007, the Town entered into an interlocal agreement with Miami-Dade County for payment to the Town of that portion of the franchise fees remitted by Florida Power & Light Company to the County for rights to utilize public rights of way located within the Town; and

**WHEREAS**, Florida Power & Light Company and the Town desire to enter into a new franchise agreement (“New Franchise Agreement”) providing for the payment of fees to the Town in

Additions to the text are shown in underlined; deletions from the text are shown in ~~striketrough~~. Additions since first reading are show as double underline; deletions since first reading are shown as ~~double striketrough~~.

Omitted portions of this ordinance are shown as “\* \* \*”.

exchange for the nonexclusive right and privilege of supplying electricity and other services within the Town free of competition from the Town, pursuant to certain terms and conditions; and

**WHEREAS**, the Town Council deems it to be in the public interest to enter into this agreement addressing certain rights and responsibilities of the Parties as they relate to the use of the public rights-of-way within the Town's jurisdiction.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA:**

**Section 1. Incorporation of Recitals.** The above-stated recitals are true and correct and are incorporated herein by this reference.

**Section 2. Grant of Electric Utility Franchise; Term of Franchise.** There is hereby granted to Florida Power & Light Company, its successors and assigns (hereinafter called "FPL"), for the period of thirty (30) years from the effective date hereof, the nonexclusive right, privilege and franchise (hereinafter called "franchise") to construct, operate and maintain in, under, upon, along, over and across the present and future roads, streets, alleys, bridges, easements, rights-of-way and other public places (hereinafter called "public rights-of-way") throughout all of the incorporated areas, as such incorporated areas may be constituted from time to time, of the Town of Miami Lakes, Florida, and its governmental successors by operation of law, if any, (hereinafter called the "Town"), in accordance with FPL's customary practices, and practices prescribed herein, with respect to construction and maintenance, electric light and power facilities, including, without limitation, conduits, poles, wires, transmission and distribution lines, and all other facilities installed in conjunction with or ancillary to all of FPL's operations (herein called "facilities"), for the purpose of supplying electricity and other services to the Town and its successors, the inhabitants thereof, and persons beyond the limits thereof.

**Section 3. Facilities Requirements.**

- (a) FPL's facilities shall be installed, constructed, erected, located or relocated so as to not unreasonably interfere with the convenient, safe, continuous use or the maintenance, improvement, extension or expansion of any public "road" as defined under the Florida Transportation Code, nor unreasonably interfere with traffic over

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the public rights-of-way, nor unreasonably interfere with reasonable egress from and ingress to abutting property.

- (b) To minimize conflicts with the standards set forth in subsection (a) above, the location, relocation, installation, construction, or erection of all facilities shall be made as representatives of the Town may prescribe in accordance with the Town's reasonable rules and regulations with reference to the placing and maintaining in, under, upon, along, over and across said public rights-of-way; provided, however, that such rules or regulations (i) shall be for a valid municipal purpose; (ii) shall not prohibit the exercise of FPL's right to use said public rights-of-way for reasons other than unreasonable interference with traffic; (iii) shall not unreasonably interfere with FPL's ability to furnish reasonably sufficient, adequate and efficient electric service to all of its customers; and (iv) shall not require the relocation of any of FPL's facilities installed before or after the effective date hereof in public rights-of-way unless or until widening or otherwise changing the configuration of the paved portion of any public right-of-way used by motor vehicles causes such installed facilities to unreasonably interfere with the convenient, safe, or continuous use, or the maintenance, improvement, extension, or expansion of any such public "road," or unless such relocation is required by state or federal law.
- (c) Such rules and regulations shall recognize that FPL's above-grade facilities installed after the effective date hereof should be installed near the outer boundaries of the public rights-of-way to the extent possible.
- (d) When any portion of a public right-of-way is excavated, damaged, or impaired by FPL (or any of FPL's agents, contractors, or subcontractors) because of the installation, inspection, or repair of any of FPL's facilities, the portion of the public right-of-way so excavated, damaged, or impaired shall, within a reasonable time after such excavation, damage, or impairment, be restored by FPL at its expense to a condition at least equal to its original condition before such damage.

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- (e) The Town shall not be liable to FPL for any cost or expense in connection with any relocation of FPL's facilities required under this New Franchise Agreement, except, however, FPL shall be entitled to reimbursement of its costs from others.
- (f) FPL shall comply with the Town's valid code and permit requirements and regulations, including those relating to rights-of-way. Except as expressly provided, nothing herein shall limit or alter the Town's existing rights with respect to the use or management of its rights-of-way. Any changes in law on utility easements shall not affect this New Franchise Agreement.

**Section 4. Indemnification of the Town.** The acceptance of this New Franchise Agreement shall be deemed an agreement on the part of FPL to the following: (a) that FPL will indemnify and save the Town harmless from any and all damages, claims, liability, losses and causes of action of any kind or nature arising out of an error, omission, or negligent act of FPL, its contractors or any of their agents, representatives, employees, or assigns, or anyone else acting by or through them, and arising out of or concerning the construction, operation or maintenance of its facilities hereunder; and (b) that FPL will pay all damages, claims, liabilities and losses of any kind or nature whatsoever, in connection therewith, including the Town's attorney's fees and costs in the defense of any action in law or equity brought against the Town, including appellate fees and costs and fees and costs incurred to recover attorney's fees and costs from FPL, arising from the error, omission, or negligent act of FPL, its contractors or any of their agents, representatives, employees, or assigns, or anyone else acting by or through them, and arising out of or concerning the construction, operation or maintenance of its facilities hereunder.

**Section 5. Rates, Rules and Regulations of FPL.** All rates and rules and regulations established by FPL from time to time shall be subject to such regulation as may be provided by law.

**Section 6(a). Franchise Fee; Calculation; Payment.** Notwithstanding any other provision in this New Franchise Agreement, as a consideration for this franchise, FPL shall pay to the Town, commencing ninety (90) days after the effective date hereof, and each month thereafter for the remainder of the term of this franchise, an amount which added to the amount of all licenses, excises, fees, charges and other impositions of any kind whatsoever (except ad valorem property taxes and

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non-ad valorem tax assessments on property) levied or imposed by the Town against FPL's property, business or operations and those of its subsidiaries during FPL's monthly billing period ending sixty (60) days prior to each such payment will equal six (6.0%) percent of FPL's billed revenues (less actual write-offs) from the sale of electrical energy to residential, commercial and industrial customers (as such customers are defined by FPL's tariff) within the Town's boundaries for the monthly billing period ending sixty (60) days prior to each such payment, and in no event shall payments for the rights and privileges granted herein exceed 6% of such revenues for any monthly billing period of FPL (except as expressly provided in this New Franchise Agreement). For purposes of this section, the term "write-offs" refers to uncollectable billed revenues from the sale of electrical energy to residential, commercial, and industrial customers within the Town's boundaries.

**Section 6(b).**—The Town understands and agrees that such revenues as described in the preceding paragraph are limited to the precise revenues described therein, and that such revenues do not include by way of example and not limitation: (a) revenues from the sale of electrical energy for Public Street and Highway Lighting (service for lighting public ways and areas); (b) revenues from Other Sales to Public Authorities (service with eligibility restricted to governmental entities); (c) revenues from Sales to Railroads and Railways (service supplied for propulsion of electric transit vehicles); (d) revenues from Sales for Resale (service to other utilities for resale purposes); (e) Late Payment Charges; (f) Field Collection Charges; (g) other service charges.

**Section 6(c). Increased Benefits Clause.** If during the term of this New Franchise Agreement, FPL enters into a franchise agreement with any other municipality located in Miami-Dade County or Broward, County Florida, or with Miami-Dade County itself or with Broward County itself, each such municipality or county referred to herein as an "Other Governmental Entity," the terms of which provide for the payment of franchise fees by FPL at a rate greater than six (6%) percent of FPL's residential, commercial and industrial revenues (as such customers are defined by FPL's tariff), under the same terms and conditions as specified in Section 6(a) hereof, FPL, upon written request of the Town, shall negotiate and enter into a new franchise agreement with the Town in which the percentage to be used in calculating monthly payments under Section 6(a) hereof shall be no greater than that percentage which FPL has agreed to use as a basis for the

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calculation of payments to any such Other Governmental Entity, provided, however, that if the franchise with such Other Governmental Entity contains additional benefits given to FPL in exchange for the increased franchise rate, which such additional benefits are not contained in this New Franchise Agreement, such new franchise agreement shall include those additional or reasonably equivalent benefits to FPL.

Subject to all limitations, terms and conditions specified in the preceding sentence, the Town shall have the sole discretion to determine the percentage to be used in calculating monthly payments, and FPL shall have the sole discretion to determine those benefits to which it would be entitled, under any such new franchise agreement.

**Section 7. Non-Competition by Town.** As a further consideration, during the term of this franchise or any extension thereof, the Town agrees: (a) not to engage in the distribution and/or sale, in competition with FPL, of electric capacity and/or electric energy to any ultimate consumer of electric utility service (herein called a "retail customer") or to any electrical distribution system established solely to serve any retail customer presently served by FPL within the Town's limits; and (b) not to participate in any proceeding or contractual arrangement, the purpose or terms of which would be to obligate FPL to transmit and/or distribute, electric capacity and/or electric energy from any third party(ies) to any other retail customer's facility(ies). Nothing specified herein shall prohibit the Town from engaging with other utilities or persons in wholesale transactions which are subject to the provisions of the Federal Power Act, as may be amended from time to time.

The Town may, if permitted by law, (i) generate electric capacity and/or energy at any facility owned or leased by the Town for storage or utilization at that facility or other Town-owned or leased facilities as chosen by the Town, and (ii) use renewable energy sources to generate electric capacity and/or energy for use in demonstration projects or at Town facilities, including but not limited to, Government Center (a/k/a Town Hall), and (iii) sell electric capacity and/or energy to FPL or other wholesale purchasers in compliance with applicable tariffs, and/or federal or state laws, rules and regulations controlling such transactions. The term "retail customer," for purposes of this section shall not include the Town itself.

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Nothing herein shall prohibit the Town, if permitted by law, (i) from purchasing electric capacity and/or electric energy from any other person, or (ii) from seeking to have FPL transmit and/or distribute to any facility(ies) of the Town electric capacity and/or electric energy purchased by the Town from any other person; provided, however, that before the Town elects to purchase electric capacity and/or electric energy from any other person, the Town shall notify FPL. Such notice shall include a summary of the specific rates, terms and conditions which have been offered by the other person and identify the Town's facilities to be served under the offer. FPL shall thereafter have 90 days to evaluate the offer and, if FPL offers rates, terms and conditions which are equal to or better than those offered by the other person, the Town shall be obligated to continue to purchase from FPL electric capacity and/or electric energy to serve the previously identified facilities of the Town for a term no shorter than that offered by the other person. If FPL does not agree to rates, terms and conditions which equal or better the other person's offer, all of the remaining terms and conditions of this franchise shall remain in effect.

**Section 8. Competitive Disadvantage; FPL's Rights.** If the Town grants a right, privilege or franchise to any other person to construct, operate or maintain electric light and power facilities within any part of the Town's boundaries in which FPL may lawfully serve or compete on terms and conditions which FPL reasonably determines are more favorable than the terms and conditions contained herein, FPL may at any time thereafter terminate this franchise if such terms and conditions are not remedied within the time period provided hereafter. FPL shall give the Town at least one hundred eighty (180) days advance written notice of its intent to terminate. Such notice shall, without prejudice to any of the rights reserved for FPL herein, advise the Town of such terms and conditions that it considers more favorable and the objective basis or bases of the claimed competitive disadvantage. The Town shall then have ninety (90) days in which to correct or otherwise remedy the terms and conditions complained of by FPL, and the Town and FPL agree to negotiate in good faith toward a mutually acceptable resolution of FPL's claims during this 90-day period. If FPL reasonably determines that such terms or conditions are not remedied by the Town within said time period, and if no mutually acceptable resolution is reached by FPL and the Town through negotiation, FPL may terminate this franchise agreement by delivering written notice to the Town's Clerk, Town's

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Manager, and Town's Attorney, and termination shall be effective on the date of delivery of such notice. Nothing contained herein shall be construed as constraining the Town's rights to legally challenge at any time FPL's determination leading to termination under this Section.

**Section 9. Legislative or Regulatory Action.** If as a consequence of any legislative, regulatory or other action by the United States of America or the State of Florida (or any department, agency, authority, instrumentality or political subdivision of either of them) any person is permitted to provide electric service within the Town's boundaries to a customer then being served by FPL, or to any new applicant for electric service within any part of the Town's boundaries in which FPL may lawfully serve, and FPL reasonably determines that its obligations hereunder, or otherwise resulting from this franchise in respect to rates and service, place it at a material competitive disadvantage with respect to such other person, FPL may, at any time after the taking of such action, terminate this franchise if such competitive disadvantage is not remedied as provided hereafter. Such competitive disadvantage can be remedied by either of the following methods: (i) if the Town either cannot legally, or does not, charge a franchise fee to other electricity supplier(s), then the Town can remedy the disadvantage by reducing FPL's franchise fee rate to zero; or (ii) if the Town is able to charge, and does charge, such other electricity supplier(s) a franchise fee at a rate less than the 6% rate calculated as provided in Section 6 of this Agreement, then the Town can remedy the disadvantage by reducing FPL's franchise fee rate to the same rate, with the same applicability and calculation methodology, as applies to such other electricity supplier(s). If the Town does not implement either of the foregoing solutions, FPL may terminate the Agreement, in accordance with the following process: FPL shall give the Town at least one hundred eighty (180) days advance written notice of its intent to terminate. Such notice shall, without prejudice to any of the rights reserved for FPL herein, advise the Town of the consequences of such action which resulted in the competitive disadvantage and the objective basis or bases of the claimed competitive disadvantage, and the Town and FPL agree to negotiate in good faith toward a mutually acceptable resolution of FPL's claimed disadvantage during this 180-day period. If such competitive disadvantage is, in the reasonable determination of FPL, not remedied by the Town within said time period, and if no mutually acceptable resolution of the matter is reached through negotiation, FPL may terminate this franchise

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agreement by delivering written notice to the Town's Clerk and termination shall take effect on the date of delivery of such notice. Nothing contained herein shall be construed as constraining the Town's rights to legally challenge at any time FPL's determination of competitive disadvantage leading to termination under this section.

**Section 10. FPL's Failure to Comply.** Failure on the part of FPL to comply in any material respect with any of the provisions of this franchise shall be grounds for forfeiture, but no such forfeiture shall take effect if the reasonableness or propriety thereof is protested by FPL until there is final determination (after the expiration or exhaustion of all rights of appeal) by a court of competent jurisdiction within Miami-Dade County, Florida that FPL has failed to comply in a material respect with any of the provisions of this franchise, and FPL shall have six (6) months after such final determination to make good the default before a forfeiture shall result with the right of the Town at its discretion to grant such additional time to FPL for compliance as necessities in the case require.

**Section 11. Town's Failure to Comply.** Failure on the part of the Town to comply in material respect with any of the provisions of this ordinance, including, but not limited to: (a) denying FPL use of public rights-of-way for reasons other than as set forth in Section 3 of this New Franchise Agreement; (b) imposing conditions for use of public rights-of-way contrary to Federal or Florida law or the express terms and conditions of this franchise; (c) unreasonable delay in issuing FPL a use permit, if any, to construct its facilities in public rights-of-way, shall constitute breach of this franchise. FPL shall notify the Town of any such breach in writing sent by United States Certified Mail, return receipt requested, or via a nationally recognized overnight courier service, and the Town shall then remedy such breach within ninety (90) days and if it is not a breach that can be remedied within ninety (90) days, then as soon as practicable. Should the breach not be timely remedied, FPL shall be entitled to seek a remedy available under law or equity from a court of competent jurisdiction, including the remedy of obtaining judicial relief that permits the withholding of franchise fees. The Parties recognize and agree that nothing in this franchise agreement constitutes or shall be deemed to constitute a waiver of either party's delegated sovereign right of condemnation and that either party, in its sole discretion, may exercise such right.

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**Section 12. Audit and Inspection.** The Town may, upon reasonable notice and within ninety (90) days after each anniversary date of this franchise, at the Town's expense, examine FPL's records relating to the calculation of the franchise payment for the year preceding such anniversary date. Such examination shall be during normal business hours at FPL's office where such records are maintained. Records not prepared by FPL in the ordinary course of business or as required herein may be provided at the Town's expense and as the Town and FPL may agree in writing. Information identifying FPL's customers by name or their electric consumption shall not be taken from FPL's premises. Such audit shall be impartial and all audit findings, whether they decrease or increase payment to the Town, shall be reported to FPL. The Town's examination of the records of FPL in accordance with this Section shall not be conducted by any third party employed or retained by the Town whose fee, in whole or part, for conducting such audit is contingent on findings of the audit. At the Town's request no more than once annually, FPL will provide to the Town an electronic version of a billing list of all FPL customer addresses within the incorporated areas of the Town.

The Town will respect FPL's confidential documents. The Town will be given access to confidential documents while on FPL premises, but shall not remove those confidential documents from FPL premises unless expressly authorized to do so by FPL. Information relative to this audit and likely to be deemed confidential by FPL includes, but is not limited to, nonpublic customer or customer account information, nonpublic policies and procedures, and any other nonpublic information that gives FPL an opportunity to gain an advantage over its competitors.

**Section 13. Severability.** The provisions of this ordinance are interdependent upon one another, and if any of the provisions of this ordinance are found or adjudged to be invalid, illegal, void or of no effect by a court of competent jurisdiction (after the expiration of all rights of appeal), such finding or adjudication shall not affect the validity of the remaining provisions for a period of ninety (90) days, during which, the Parties will negotiate in good faith to amend this New Franchise Agreement so as to restore to the maximum extent permissible, the original economic bargain embodied in this ordinance. If an agreement to amend the ordinance is not reached at the end of such ninety (90) day period, this entire ordinance shall become null and void and of no further force or effect.

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**Section 14.** Town acknowledges it is fully informed concerning the existing franchise granted by Miami-Dade County, Florida, to the FPL herein, and accepted by the FPL as set out in Ordinance No. 60-16 adopted on May 3, 1960, and subsequently renewed and accepted by the FPL as set out in Ordinance No. 89-81 adopted on September 5, 1989 by the Board of County Commissioners of Miami-Dade County, Florida, and as adopted by the Town on July 10, 2007 in an interlocal agreement with Miami-Dade County (“Existing Agreement”). The Town agrees to indemnify and hold FPL harmless against any and all liability, loss, cost, damage and expense incurred by FPL in respect to any claim asserted by Miami-Dade County against FPL arising out of the franchise set out in the above referenced ordinances for the recovery of any sums of money paid by FPL to Town under the terms of this New Franchise Agreement. FPL acknowledges and the Town hereby relies on then Dade County Resolution No. R-709-78 adopted on June 20, 1978 in the granting of this franchise.

**Section 15. Definitions.** As used herein "person" means an individual, a partnership, a corporation, a business trust, a joint stock company, a trust, an incorporated association, a joint venture, a governmental authority or any other entity of whatever nature.

**Section 16. Repeal.** All ordinances and parts of ordinances and all resolutions and parts of resolutions in conflict herewith are hereby repealed.

**Section 17. Effective Date.** As a condition precedent to the taking effect of this ordinance, FPL shall file its acceptance hereof with the Town’s Clerk within thirty (30) days of adoption of this ordinance. The effective date of this ordinance shall be when the Current Agreement terminates by the expiration of time.

**Section 18. Pre-Suit Dispute Resolution.** The Parties to this franchise agree that it is in each of their respective best interests to avoid costly litigation as a means of resolving disputes which may arise hereunder. Accordingly, the Parties agree that they will meet at the senior management level in an attempt to resolve any disputes within thirty (30) days of notification of the dispute.

**Section 19. Governing Laws.** This New Franchise Agreement shall be governed and construed by the applicable laws of the Federal Government, State of Florida, Miami-Dade County, and the Codes and Ordinances of the Town of Miami Lakes.

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**Section 20. Venue.** In the event that any legal proceeding is brought to enforce the terms of this franchise, it shall be brought by either party hereto in Miami-Dade County, Florida, or, if a federal claim, in the U.S. District Court in and for the Southern District of Florida, Miami Division.

**Section 21. Entire Agreement.** This New Franchise Agreement is intended to constitute the sole and entire agreement between the Town and FPL with respect to the subject matter hereof and correctly sets forth the rights, duties, and obligations of each of the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect, and this agreement supersedes all prior drafts and verbal or written agreements, commitments, or understandings, which shall not be used to vary or contradict the expressed terms herein. Both parties have been represented by counsel of their choosing with regard to this agreement.

**Section 22. Modification.** It is further understood that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**Section 23. Notice.** Except in exigent circumstances, and except as may otherwise be specifically provided for in this franchise, all notices by either party shall be made by United States Certified Mail, return receipt requested, or via a nationally recognized overnight courier service. Any notice given by facsimile or email is deemed to be supplementary, and does not alone constitute notice hereunder. All notices shall be addressed as follows:

To the Town:

Town Manager  
Town Hall  
6601 Main Street  
Miami Lakes, FL 33014

To FPL:

Vice President, External Affairs  
700 Universe Boulevard  
Juno Beach, FL 33408

Copy to:

Town Attorney  
6601 Main Street  
Miami Lakes, FL 33014

Copy to:

General Counsel  
700 Universe Boulevard  
Juno Beach, FL 33408

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Any changes to the above shall be in writing and provided to the other party as soon as practicable.

**Section 24. Compliance with Federal, State and Local Laws.** The Town and FPL agree to comply with and observe all applicable Federal, State and valid and non-preempted local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

**Section 25. Nondiscrimination.** FPL represents and warrants to the Town that FPL does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with FPL's performance under this Franchise on account of race, color, sex, religion, age, handicap, marital status or national origin. FPL 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 franchise.

**Section 26. Approval of Agreement.** Execution of this agreement by the Town Manager, the Town Attorney, and the Town Clerk, shall constitute evidence of its approval after public hearing by the Town Council.

**Section 27. Attorney's Fees and Costs.** In the event either the Town or FPL must initiate litigation to enforce this New Franchise Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs, at all levels of litigation, including trials and appeals, including fees for litigating entitlement to and amount of attorney's fees.

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## FIRST READING

The foregoing ordinance was moved for adoption on first reading by Councilmember \_\_\_\_\_ . 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 Carlos O. Alvarez	_____
Councilmember Luis Collazo	_____
Councilmember Joshua Dieguez	_____
Councilmember Jeffrey Rodriguez	_____
Councilmember Marilyn Ruano	_____

Passed and adopted on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**THIS SPACE INTENTIONALLY LEFT BLANK**

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## SECOND READING

The foregoing ordinance was moved for adoption on second reading by Councilmember \_\_\_\_\_ . 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 Carlos O. Alvarez	_____
Councilmember Luis Collazo	_____
Councilmember Joshua Dieguez	_____
Councilmember Jeffrey Rodriguez	_____
Councilmember Marilyn Ruano	_____

Passed and adopted on second reading this \_\_ day of \_\_\_\_\_, 2019.

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

Attest:

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

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Raul Gastesi, Jr.  
Gastesi & Associates, P.A.  
TOWN ATTORNEY

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**Existing FPL Franchise Fee Agreements:**

Taxing Authority Name	Franchise Fee Rate	Agreement	Agreement
		Effective Date	Expiration Date
Bal Harbour, Village of	5.90%	12/1/2008	11/30/2038
Bay Harbor Islands, Town of	6.00%	7/1/2011	6/30/2041
Biscayne Park, Village of	5.90%	5/3/2010	5/3/2040
Coral Gables, City of	6.00%	1/28/1998	1/28/2028
El Portal, Village of	5.90%	4/2/2008	4/1/2038
Florida City, City of	5.90%	7/1/2009	6/30/2039
Golden Beach, Town of	5.90%	9/30/2009	9/29/2039
Hialeah Gardens, City of	6.00%	5/29/1990	5/29/2020
Hialeah, City of	5.90%	7/2/2007	7/1/2037
Indian Creek, Village of	6.00%	11/9/1995	11/9/2025
Medley, Town of	6.00%	9/1/2018	2/28/2046
Miami Beach, City of	5.29%	3/1/2012	2/15/2042
Miami Shores Village, Village of	5.90%	1/11/2010	1/10/2040
Miami Springs, City of	5.90%	7/29/2003	7/29/2033
Miami, City of	6.00%	6/2/2010	6/2/2040
North Bay Village, City of	6.00%	8/1/2013	7/31/2043
North Miami Beach, City of	5.90%	9/30/2008	9/29/2038
North Miami, City of	5.90%	2/28/2005	2/28/2035
Opa-locka, City of	5.90%	2/2/2007	1/31/2037
South Miami, City of	6.00%	10/1/2014	9/30/2044
Surfside, Town of	5.90%	8/2/2010	8/1/2040
Sweetwater, City of	5.90%	12/1/2011	11/30/2041
Virginia Gardens, Village of	5.90%	2/1/2012	1/31/2042
West Miami, City of	5.90%	4/1/2005	3/31/2035





## **Town of Miami Lakes Memorandum**

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**To:** Honorable Mayor and Councilmembers  
**From:** Edward Pidermann, Town Manager  
**Subject:** FY 2018-19 Budget Amendment - May 2019  
**Date:** 5/14/2019

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### **Recommendation:**

Approve amendment to the FY 2018-19 Budget to 1) make final adjustments to the carry forward fund balances in the Special Revenue Fund based on the FY 2017-18 audited financial statement, 2) recognize grants awarded to the Town and donations received for specific Town events, and 3) amend select line items to provide funding for projects in the Capital Projects Fund.

The proposed amendments are described below and summarized in “Exhibit A”.

### **Background:**

Budget amendments and revisions are periodically required throughout the fiscal year to adjust line item amounts. The FY 2018-19 Budget adopted by Ordinance No. 18-230 and amended by Ordinance No 19-237 allows for the Town Manager to administratively transfer amounts not exceeding \$700 per month from any unencumbered line item of allocation of funds to another line item classification within the same department, provided that the Town Manager reports such transfers at the next regular Town Council meeting. This proposed amendment exceeds the Town Manager’s authorization and is therefore being presented to Council for approval.

### **CARRYFORWARD FUND BALANCE ADJUSTMENTS**

#### **General Fund**

In accordance with the audited financials as reported in the FY 2017-18 Comprehensive Annual Financial Report (CAFR) for the Town, the unrestricted General Fund Balance at the beginning of FY 2018-19 is \$5,048,869. Funds for the disallowance of Hurricane Irma expenses are earmarked at \$836,000 leaving an unassigned General Fund Balance of \$4,212,869.

At the adoption of the FY 2018-19 Budget, Council approved to carry forward \$506,000 from prior year estimated surplus for litigation/settlement reserve (\$400,000), and for operational activity that commenced but were not completed in the prior year (\$106,000). At the Council Meeting held on February 5, 2019, Council again approved to carry forward \$769,000 for one-time capital improvement expenditures. This includes MLOP Master Plan (\$316,670), Optimist Clubhouse storage facility renovation (\$150,000), West Lake Reforestation (\$70,000), Picnic Park West playground renovation (\$75,000), software and IT infrastructure upgrade (\$53,500), vacation & sick leave payout (\$38,000) and other miscellaneous items (\$65,830).

The above carry forward transactions totaling \$1,275,000 further reduces the General Fund Balance to \$2,937,869. It should be noted that of the total amount, 15% of the Adopted General Fund Budget or \$2,657,730 is required as a minimum reserve.

### **Special Revenue Fund**

**Transportation Gas Tax:** The FY2018-19 Adopted Budget assumed a carry-forward fund balance of \$111,940 in the Transportation Gas Tax Fund. This amendment proposes to adjust the carryforward fund balance to \$173,699 as reported in the CAFR, thus increasing the Contingency line item by \$61,759.

In addition, the budget amendment proposes to transfer \$65,100 from the Fund's contingency to Sidewalk Replacement line item as staff has identified areas throughout the Town that are in immediate need of sidewalk grinding and replacement, and \$4,900 for the pressure cleaning of the underpass at 154<sup>th</sup> Street and the Palmetto.

**Transit - People's Transportation Plan (PTP 20%):** The FY2018-19 Amended Budget assumed a carry-forward fund balance of \$180,456 in the Transit (PTP 20%) Fund. This amendment proposes to adjust the carryforward fund balance to \$220,146 as reported in the CAFR, thus increasing the Contingency line item by \$39,690.

**People's Transportation Plan (PTP 80%):** The FY2018-19 Amended Budget assumed a carry-forward fund balance of \$134,422 in the PTP 80% Fund. This amendment proposes to adjust the carryforward fund balance to \$215,282 as reported in the CAFR, thus increasing the Contingency line item by \$80,860.

### **GRANT AWARDS**

The Town has applied for and recently awarded grant funds for the projects/programs listed below. This amendment recognizes the grants totaling \$8,079 in the General Fund to offset School Resource Officer overtime expense, and \$37,423 in the Capital Projects Fund to supplement the West Lakes Reforestation Phase 3 Project for a total project cost of \$100,000.

- School Resource Officer Overtime Program Justice Assistance Grant – Countywide (JAGC) for Miami Lakes K-8 Center - \$3,873
- School Resource Officer Overtime Program Justice Assistance Grant – Direct (JAGD) for Bob Graham Education Center - \$4,206
- Neat Streets Miami Tree Matching Grant - \$37,422.55

### **DONATIONS**

During the year, donations are received from individuals and the business community for the Committees to fund specific events and enhance certain activities and programs. This budget amendment increases the General Fund by recognizing the donations received and appropriates said funds for expenditure. Donations totaling \$20,500 were received from sponsors for the following: Elderly Affairs Committee events including Health Fair (\$5,872), Senior Social (\$1,718), Domino Tournament (\$3,010) and Senior Field Trips (\$750); the Youth Activity Task Force events including Movies in the Park (\$1,898) and Spring Fling (\$4,762), Public Safety Committee Annual Breakfast (\$500); the Cultural Affairs Committee MLK Breakfast (\$500) Concert (\$125) and Concert on the Fairway (\$1,015); and the Economic Development Committee Science Event (\$350).

### **INTER/INTRAFUND TRANSFERS**

**NW 60<sup>th</sup> Avenue/Pedestrian Improvements - \$165,420** – At the April 9, 2019 meeting Town Council approved authorization for the Town Manager to execute a contract with Florida Engineering and Development, in an amount not to exceed \$1,166,535 (bid amount \$1,060,486.26 and 10% contingency \$106,048.74) for the construction of bicycle lanes, sidewalks, crosswalks and ADA compliant intersections with curb ramps at Business Park East which covers the area along NW 60th Avenue from NW 139th Street to Miami Lakes Drive (“Business Park East”).

This is a grant funded project by the Florida Department of Transportation's Transportation Alternative

Program (“FDOT TAP”) for \$1,000,000 with a Town match of \$200,000. The total cost of the project is estimated at \$1,565,400 which includes design (\$235,000), construction administration (\$70,000), CIP management (\$50,000), BAT survey, market analysis and assessment (\$43,866) and the construction cost (\$1,166,535) as mentioned above.

To fully fund the project to include the 10% contingency as well as construction administration cost, a total of \$165,420 is needed. This budget amendment proposes to transfer \$100,000 from the Transportation Gas Tax Fund and \$65,420 from the PTP 80% Fund to the NW 60<sup>th</sup> Avenue Project line item in the Capital Projects Fund.

**Street Light Study - \$17,000** - Staff is requesting to appropriate funds for a street light study. This project will consist of an audit of street lighting within the Town for the purpose of updating the 2012 Roadway Lighting Systems Lighting Report. The update is required following the LED fixture conversion project by the Town. Funds will be transferred from the Street Lighting Repair and Maintenance line item to the Transportation Studies line item within the PTP 80% Fund.

**NW 67<sup>th</sup> Avenue Widening Project Credit Increase - \$57,335** - At the January 15<sup>th</sup>, 2019 Council Meeting, the Town Council approved authorization for the Town Manager to execute a contract with Southeastern Engineering Contractors, Inc. for the widening of the intersection at NW 67<sup>th</sup> and NW 167<sup>th</sup> Street in an amount not to exceed \$602,000 (bid amount \$547,268.59 and approximately 10% contingency \$54,731.41). This project is funded through the contribution-in-lieu of fee funding agreement with Miami Dade County and the Graham Companies.

At the time the contract was awarded, Town staff was in contact with Miami Dade County to increase the contribution-in- lieu of fee credit from \$489,933.90 that was originally approved to \$547,268.59, the cost of the construction award. The Town was successful in securing this credit increase of \$57,334.69. This amendment therefore proposes to amend the FY 2018-19 Budget to reflect the credit increase. The project is expected to commence late May 2019.

#### **ATTACHMENTS:**

Description

**Ordinance First Reading**

**Exhibit A - FY 2018-19 Amended Budget Detail**

**ORDINANCE NO. 2019-\_\_\_\_\_**

**AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING ORDINANCE NO. 18-230, AS AMENDED BY ORDINANCE 2019-237; AMENDING THE TOWN'S FISCAL YEAR 2018-2019 BUDGET; 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.**

**WHEREAS**, in accordance with Section 200.065, Florida Statutes and Section 8.7 of the Town of Miami Lakes (the "Town") Charter, the Town Council adopted Fiscal Year 2018-2019 Budget (the "Budget") by Ordinance 18-230, as amended by Ordinance 19-237; and

**WHEREAS**, based upon the review, analysis, and the recommendation of the Town Manager, the Town Council has determined that it is necessary to amend the Budget to provide for carryover of funds as set forth in Exhibit "A," attached hereto.

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

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

**Section 2. Budget Amendment.** The Fiscal Year 2018-2019 Budget adopted in Ordinance No. 18-230, and amended by Ordinance 19-237, is amended as set forth in the documents entitled "Town of Miami Lakes FY 2018-2019 Adopted Budget" attached hereto as Exhibit "A." The Town Council hereby modifies the Budget to provide for the inclusion of additional carryover funds, line item adjustments, and 2018-2019 project related expense carryover. All other terms and conditions of Ordinance No. 18-230 not otherwise amended by this Ordinance remain in full force and effect.

**Section 3. Authorization of Town Manager.** The Town Manager is hereby authorized to take all actions necessary to implement the terms and conditions of this Ordinance.

**Section 4. Authorization of Fund Expenditures.** The Town Manager or his/her designee is authorized to expend or contract for expenditures such funds as are necessary for the operation of the Town government in accordance with the Budget and the terms and conditions of this Ordinance.

**Section 5. Conflicts.** All sections or parts of sections of the Town Code that conflict with this Ordinance are repealed to the extent of such conflict.

**Section 6. Severability.** The provisions of this Ordinance are declared to be severable and if any section, subsection, sentence, clause, provision 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 7. Effective date.** This Ordinance shall be effective upon adoption on second reading.

### **FIRST READING**

The foregoing ordinance was moved 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 Carlos O. Alvarez	_____
Councilmember Luis Collazo	_____
Councilmember Joshua Dieguez	_____
Councilmember Jefferey Rodriguez	_____
Councilmember Marilyn Ruano	_____

Passed and adopted on first reading this 14<sup>th</sup> day of May, 2019.

**THIS SPACE INTENTIONALLY LEFT BLANK**

**SECOND READING**

The foregoing ordinance was moved 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 Nelson Rodriguez	_____
Councilmember Carlos O. Alvarez	_____
Councilmember Luis Collazo	_____
Councilmember Joshua Dieguez	_____
Councilmember Jefferey Rodriguez	_____
Councilmember Marilyn Ruano	_____

Passed and adopted on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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Manny Cid  
MAYOR

Attest:

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Gina Inguanzo  
TOWN CLERK

Approved as to form and legal sufficiency:

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Raul Gastesi, Jr.  
Gastesi & Associates, P.A.  
TOWN ATTORNEY



**TOWN OF MIAMI LAKES  
FY 2018-19 AMENDED BUDGET  
GENERAL FUND REVENUE**

ACCOUNT NAME/DESCRIPTION	FY2018-19 ADOPTED BUDGET	FY2018-19 AMENDED BUDGET	AMENDMENT AS OF 05/14/19	FY2018-19 REVISED BUDGET	AMENDMENT/REVISION COMMENTS
<b><u>Ad Valorem Taxes</u></b>					
Current Ad Valorem Taxes	\$ 7,061,200	\$ 7,061,200		\$ 7,061,200	
Current Ad Valorem Taxes - Pers. Prop.	-	-		-	
Delinquent Ad Valorem Taxes	50,000	50,000		50,000	
<b>Sub-total: Taxes</b>	<b>\$ 7,111,200</b>	<b>\$ 7,111,200</b>	<b>\$ -</b>	<b>\$ 7,111,200</b>	
<b><u>Franchise Fees</u></b>					
Franchise Fees - Electricity	\$ 1,275,000	\$ 1,275,000		\$ 1,275,000	
<b>Sub-total: Franchise Fees</b>	<b>\$ 1,275,000</b>	<b>\$ 1,275,000</b>		<b>\$ 1,275,000</b>	
<b><u>Utility Service Tax</u></b>				-	
Utility Service Tax - Electricity	\$ 2,850,501	\$ 2,850,501		\$ 2,850,501	
Utility Service Tax - Water	410,000	410,000		410,000	
Utility Service Tax - Gas	65,000	65,000		65,000	
<b>Sub-total: Utility Services Tax</b>	<b>\$ 3,325,501</b>	<b>\$ 3,325,501</b>		<b>\$ 3,325,501</b>	
<b><u>Intergovernmental Revenues</u></b>					
Communications Service Tax	\$ 1,224,864	\$ 1,224,864		\$ 1,224,864	
State Revenue Sharing	780,190	780,190		780,190	
Alcoholic Beverage License	20,000	20,000		20,000	
Grants - Byrne Grant	1,800	1,800		1,800	
Grants - VARIOUS	5,500	5,500		5,500	
School Board Contribution for Public Safety	70,176	70,176		70,176	
Half-cent Sales Tax	2,420,280	2,420,280		2,420,280	
<b>Sub-total: Intergovernmental</b>	<b>\$ 4,522,810</b>	<b>\$ 4,522,810</b>		<b>\$ 4,522,810</b>	
<b><u>Permits &amp; Fees</u></b>				-	
<b><u>Building Department Revenues:</u></b>	-	-			
Local Business Licenses: TOML	\$ 120,000	\$ 120,000		\$ 120,000	
Local Business Licenses: County	40,000	40,000		40,000	
False Alarm Fees	62,000	62,000		62,000	
Zoning Hearings	9,500	9,500		9,500	
Administrative Site Plan Review	1,000	1,000		1,000	
Zoning Letters	11,000	11,000		11,000	
Zoning Fees	120,000	120,000		120,000	
Staff Costs	5,000	5,000		5,000	

**TOWN OF MIAMI LAKES  
FY 2018-19 AMENDED BUDGET  
GENERAL FUND REVENUE**

ACCOUNT NAME/DESCRIPTION	FY2018-19 ADOPTED BUDGET	FY2018-19 AMENDED BUDGET	AMENDMENT AS OF 05/14/19	FY2018-19 REVISED BUDGET	AMENDMENT/REVISION COMMENTS
Fine Violation Interest	30,000	30,000		30,000	
Administrative Variances	-	-		-	
<b><u>Planning Department Revenues:</u></b>	<b>\$ 398,500</b>	<b>\$ 398,500</b>	<b>\$ -</b>	<b>\$ 398,500</b>	
Public Works Permits	35,000	35,000		35,000	
<b>Sub-total: Permits &amp; Fees</b>	<b>\$ 433,500</b>	<b>\$ 433,500</b>	<b>\$ -</b>	<b>\$ 433,500</b>	
<b><u>Fines &amp; Forfeitures</u></b>					
Police Traffic Fines	25,000	25,000		25,000	
Police - L.E.T.F.	2,000	2,000		2,000	
Public School Crossing Guards	35,000	35,000		35,000	
Code Violation Fines	125,000	125,000		125,000	
Police Parking Fines	8,000	8,000		8,000	
<b>Sub-total: Fines &amp; Forfeitures</b>	<b>\$ 195,000</b>	<b>\$ 195,000</b>	<b>\$ -</b>	<b>\$ 195,000</b>	
<b><u>Miscellaneous Revenues</u></b>					
Interest Income	\$ 50,000	\$ 50,000		\$ 50,000	
Other Charges & Fees - Clerk's	2,390	2,390		2,390	
Lobbyist Registration	7,000	7,000		7,000	
Park - Services & Rental Fees	118,000	118,000		118,000	
Revenue Sharing Programs	15,000	15,000		15,000	
Lien Inquiry Letters	32,000	32,000		32,000	
FDOT - Landscape Maintenance	5,800	5,800		5,800	
Contributions and Donations	46,000	98,017	20,500	118,517	Health Fair (\$5,872), Senior Social (\$1,718), Domino Tournament (\$3,010), Senior Field Trips (\$750), Movies in the Park (\$1,898), Spring Fling (\$4,762), Public Safety Committee Annual Breakfast (\$500), MLK Breakfast (\$500, Concert (\$125), Concert on the Fairway (\$1,015), Economic Development Committee Science Event (\$350).
Insurance Claims	72,000	72,000		72,000	
Miscellaneous Revenues - Other	1,000	1,000		1,000	
<b>Sub-total: Miscellaneous Revenues</b>	<b>\$ 349,190</b>	<b>\$ 401,207</b>	<b>\$ 20,500</b>	<b>\$ 421,707</b>	
<b><u>Interfund &amp; Equity Transfers</u></b>					
Prior Year Carry Over Funds	506,000	1,275,000		1,275,000	
Interfund transfers from Disaster Fund	-	-		-	
<b>Sub-total: Contributions</b>	<b>\$ 506,000</b>	<b>\$ 1,275,000</b>	<b>\$ -</b>	<b>\$ 1,275,000</b>	
<b>Total Income: General Fund</b>	<b>\$ 17,718,201</b>	<b>\$ 18,539,218</b>	<b>\$ 20,500</b>	<b>\$ 18,559,718</b>	

**TOWN OF MIAMI LAKES  
FY 2018-19 AMENDED BUDGET**

**Revenue and Expenditure Detail by Line Item**

ACCOUNT NAME	FY2018-19 ADOPTED BUDGET	FY2018-19 AMENDED BUDGET	AMENDMENT AS OF 05/14/19	FY2018-19 REVISED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
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**GENERAL FUND EXPENDITURES**

**TOWN COUNCIL AND MAYOR**

EXECUTIVE SALARIES- MAYOR	\$18,838	\$18,838		\$18,838	
REGULAR SALARIES	\$90,000	\$90,000		\$90,000	
OVERTIME	\$0	\$0		\$0	
PAYROLL TAXES	\$15,509	\$15,509		\$15,509	
FRS RETIREMENT CONTRIBUTION	\$8,990	\$8,990		\$8,990	
HEALTH INSURANCE	\$89,887	\$89,887		\$89,887	
HEALTH INSURANCE MAYOR	\$21,992	\$21,992		\$21,992	
HEALTH INSURANCE ALLOWANCE	\$0	\$0		\$0	
WIRELESS STIPEND	\$960	\$960		\$960	
TRAVEL & PER DIEM	\$10,000	\$15,000		\$15,000	
CAR ALLOWANCE -MAYOR	\$7,200	\$7,200		\$7,200	
CAR ALLOWANCE -COUNCIL	\$36,000	\$36,000		\$36,000	
EXPENSE ALLOWANCE MAYOR & COUNCIL	\$50,693	\$50,693		\$50,693	
REMOTE ACCESS DEVICE DATA PLAN	\$3,648	\$3,648		\$3,648	
CELL PHONES	\$3,672	\$3,672		\$3,672	
PRINTING & BINDING	\$1,000	\$1,000		\$1,000	
STATE OF TOWN ADDRESS	\$5,000	\$5,000		\$5,000	
ANNUAL PRAYER BREAKFAST	\$0	\$0		\$0	
ALL AMERICAN CITY DONATION	\$0	\$0		\$0	
ALL AMERICAN CITY EXPENSES	\$0	\$0		\$0	
TOY DRIVE	\$1,000	\$1,000		\$1,000	
VOLUNTEER APPRECIATION	\$0	\$0		\$0	
COUNCIL DISCRETIONARY FUND	\$700	\$700		\$700	
COUNCIL UNIFORMS	\$360	\$360		\$360	
MEETING SET UP	\$300	\$300		\$300	
COUNCIL AWARDS	\$1,250	\$1,250		\$1,250	
SUBSCRIPTIONS & MEMBERSHIPS	\$14,808	\$14,808		\$14,808	
EDUCATION & TRAINING	\$6,800	\$6,800		\$6,800	
SMALL EQUIPMENT	\$0	\$0		\$0	
DIVIDENDS TO RESIDENCES	\$0	\$0		\$0	
<b>TOTAL TOWN COUNCIL EXPENDITURES:</b>	<b>\$388,607</b>	<b>\$393,607</b>	<b>\$0</b>	<b>\$393,607</b>	
	\$388,607	\$393,607			

**TOWN CLERK**

REGULAR SALARIES	\$81,600	\$81,600		\$81,600	
PAYROLL TAXES	\$6,242	\$6,242		\$6,242	
FRS RETIREMENT CONTRIBUTION	\$6,740	\$6,740		\$6,740	
HEALTH & LIFE INSURANCE	\$9,949	\$9,949		\$9,949	
HEALTH INSURANCE ALLOWANCE	\$0	\$0		\$0	
WIRELESS STIPEND	\$480	\$480		\$480	
PROFESSIONAL SERVICES	\$0	\$0		\$0	
TOWN CLERK AGENDA MANAGER	\$65,228	\$65,228		\$65,228	
TOWN CLERK RECORDS MGT	\$0	\$0		\$0	
REMOTE ACCESS DEVICE DATA PLAN	\$480	\$480		\$480	
RENTALS AND LEASES	\$2,436	\$2,436		\$2,436	
TOWN CLERK FRAMING	\$0	\$0		\$0	
TOWN CLERK CODIFICATION	\$11,000	\$11,000		\$11,000	
TOWN CLERK LEGAL ADVERTISING	\$18,040	\$18,040		\$18,040	
ADMINISTRATIVE SUPPORT	\$0	\$0		\$0	
TOWN CLERK ELECTION COSTS	\$50,000	\$50,000		\$50,000	
TOWN CLERK CLERICAL SUPPORT/ADMIN EXP	\$0	\$0		\$0	
OPERATING SUPPLIES	\$0	\$0		\$0	
UNIFORMS	\$0	\$0		\$0	
EDUCATION & TRAINING	\$650	\$650		\$650	
COMPUTER SOFTWARE	\$0	\$0		\$0	
SOFTWARE LICENSES	\$2,470	\$2,470		\$2,470	
<b>TOTAL TOWN CLERK EXPENDITURES:</b>	<b>\$255,315</b>	<b>\$255,315</b>	<b>\$0</b>	<b>\$255,315</b>	
	\$255,315				

**TOWN OF MIAMI LAKES  
FY 2018-19 AMENDED BUDGET**

**Revenue and Expenditure Detail by Line Item**

ACCOUNT NAME	FY2018-19 ADOPTED BUDGET	FY2018-19 AMENDED BUDGET	AMENDMENT AS OF 05/14/19	FY2018-19 REVISED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
<b>TOWN ATTORNEY</b>					
GENERAL LEGAL	\$150,000	\$150,000		\$150,000	
ROUTINE LITIGATION RESERVE	\$50,000	\$50,000		\$50,000	
M. PIZZI LITIGATION/INSURANCE RECOVERY	\$0	\$50,000		\$50,000	
MANAGER SELECTION COMMITTEE	\$0	\$5,000		\$5,000	
GENERAL LEGAL-TRADEMARK	\$0	\$0		\$0	
CHARTER REVIEW COMMISSION	\$0	\$0		\$0	
<b>TOTAL TOWN ATTORNEY EXPENDITURES:</b>	<b>\$200,000</b>	<b>\$255,000</b>	<b>\$0</b>	<b>\$255,000</b>	
	\$200,000	\$255,000			
<b>TOWN ADMINISTRATION</b>					
REGULAR SALARIES	\$1,149,858	\$1,143,118		\$1,143,118	
XFER SRF TRANSIT 5% ADM	-\$12,000	-\$12,000		-\$12,000	
XFER CPF TRANSP 5% ADM	-\$48,750	-\$48,750		-\$48,750	
ADM SUPPORT TO SWF	-\$98,606	-\$98,606		-\$98,606	
ADM SUPPORT TO BUILDING	-\$235,682	-\$235,682		-\$235,682	
COST OF LIVING ADJUSTMENT/BONUS	\$62,067	\$62,067		\$62,067	
ADM SUPPORT TO SPECIAL TAXING DISTRICTS	-\$127,428	-\$127,428		-\$127,428	
OVERTIME-ADM	\$3,000	\$3,000		\$3,000	
COMPENSATED ABSENCES	\$0	\$38,000		\$38,000	
PAYROLL TAXES	\$83,993	\$83,993		\$83,993	
FRS RETIREMENT CONTRIBUTION	\$98,443	\$98,443		\$98,443	
ICMA 457 PL	\$26,704	\$26,704		\$26,704	
ICMA 401 PL	\$0	\$0		\$0	
HEALTH & LIFE INSURANCE	\$177,917	\$177,917		\$177,917	
HEALTH INSURANCE	\$0	\$0		\$0	
HEALTH INSURANCE ALLOWANCE	\$0	\$0		\$0	
WIRELESS STIPEND	\$1,440	\$1,440		\$1,440	
ADM UNEMPLOYMENT CLAIMS	\$0	\$0		\$0	
PROFESSIONAL SERVICES	\$81,000	\$81,000		\$81,000	
INTERGOVERNMENTAL (LOBBYIST)	\$48,000	\$55,500		\$55,500	
ADM- GRANT DEVELOPMENT	\$0	\$0		\$0	
MOVING EXPENSES	\$0	\$0		\$0	
HURRICANE RELATED	\$0	\$0		\$0	
ACCOUNTING & PAYROLL	\$25,500	\$25,500		\$25,500	
INDEPENDENT AUDIT	\$53,500	\$53,500		\$53,500	
ADM HEALTH SPENDING ACCT/WELLN	\$10,000	\$10,000		\$10,000	
FINANCIAL CONS/BOND COUNCIL	\$0	\$0		\$0	
ADM BACKGROUND CHECKS	\$1,500	\$1,500		\$1,500	
ADM - TRAVEL & PER DIEM	\$10,000	\$10,000		\$10,000	
CAR ALLOWANCE	\$6,000	\$6,000		\$6,000	
TELEPHONE SERVICES	\$680	\$680		\$680	
REMOTE ACCESS DEVICE DATA PLAN	\$680	\$680		\$680	
TELEPHONE-CELLULAR	\$0	\$0		\$0	
POSTAGE & DELIVERY	\$17,650	\$17,650		\$17,650	
UTILITY SERVICES-ADM	\$0	\$0		\$0	
RENTALS AND LEASES	\$0	\$0		\$0	
ADM - COPIER LEASE	\$16,270	\$16,270		\$16,270	
RENT- TOWN HALL	\$0	\$0		\$0	
ADM - INSURANCE	\$226,083	\$226,083		\$226,083	
REPAIR AND MAINT CONTRACTS	\$0	\$0		\$0	
PRINTING & BINDING	\$1,500	\$1,500		\$1,500	
ADM TOWN BRANDING & STRATEGIC PLAN	\$8,000	\$8,000		\$8,000	
ADM ADVERTISEMENT RECRUITMENT	\$1,000	\$1,000		\$1,000	
HEALTH WELLNESS/549000 OTHER CURR CHARGE	\$0	\$0		\$0	
ADMINISTRATIVE SUPPORT	\$3,000	\$3,000		\$3,000	
INVESTMENT ADVISORY SERVICE	\$7,000	\$7,000		\$7,000	
FINANCIAL INSTITUTION FEES	\$10,000	\$10,000		\$10,000	

**TOWN OF MIAMI LAKES  
FY 2018-19 AMENDED BUDGET**

**Revenue and Expenditure Detail by Line Item**

ACCOUNT NAME	FY2018-19 ADOPTED BUDGET	FY2018-19 AMENDED BUDGET	AMENDMENT AS OF 05/14/19	FY2018-19 REVISED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
HURRICANE EXPENSES	\$2,500	\$2,500		\$2,500	
UNIFORMS	\$2,600	\$2,600		\$2,600	
NON-CAPITAL OUTLAY	\$0	\$0		\$0	
ADM-BOOKS/PUBLIC/SUBSCRIP/MEM	\$7,950	\$7,950		\$7,950	
EDUCATION & TRAINING	\$10,000	\$10,000		\$10,000	
ADM-FURNITURE/EQUIP NON-CAP	\$1,000	\$1,000		\$1,000	
<b>JB-TOTAL ADMINISTRATION EXPENDITURES</b>	<b>\$1,632,369</b>	<b>\$1,671,129</b>	<b>\$0</b>	<b>\$1,671,129</b>	
	<i>\$1,632,369</i>	<i>\$1,671,129</i>			
<b>INFORMATION SYSTEMS</b>					
IT CORE SERVICE SUPPORT	\$114,660	\$114,660		\$114,660	
IT OUTSIDE TECHNICAL SUPPORT	\$0	\$0		\$0	
WEB SUPPORT	\$8,400	\$8,400		\$8,400	
VOICE SUPPORT	\$6,200	\$6,200		\$6,200	
DIGITAL IMAGING	\$0	\$0		\$0	
INTERNET SERVICES	\$17,460	\$17,460		\$17,460	
IT SUPPLIES	\$13,000	\$13,000		\$13,000	
MACHINERY & EQUIPMENT	\$32,000	\$32,000		\$32,000	
TECHNOLOGY ENHANCEMENTS/SOFTWARE	\$30,000	\$90,240		\$90,240	
COMPUTER SOFTWARE LICENSES	\$108,168	\$108,168		\$108,168	
<b>SUB-TOTAL INFORMATION SYSTEMS:</b>	<b>\$329,888</b>	<b>\$390,128</b>	<b>\$0</b>	<b>\$390,128</b>	
	<i>\$329,888</i>				
<b>ADMINISTRATION - TRANSFERS</b>					
RESERVE FOR COMMITTEES FUTURE DONATIONS	\$40,000	\$40,000		\$40,000	
TRANSFER TO FACILITIES MAINTENANCE FUND	\$206,657	\$206,657		\$206,657	
TRANSFER OUT - CIP PARKS	\$106,000	\$728,636		\$728,636	
TRANSFER OUT - CIP FUND	\$0	\$0		\$0	
<b>SUB-TOTAL ADMINISTRATION TRANSFERS:</b>	<b>\$352,657</b>	<b>\$975,293</b>	<b>\$0</b>	<b>\$975,293</b>	
	<i>\$352,657</i>				
<b>TOTAL ADMINISTRATION EXPENDITURES:</b>	<b>\$2,314,914</b>	<b>\$3,036,550</b>	<b>\$0</b>	<b>\$3,036,550</b>	
	<i>\$2,314,915</i>				
<b>POLICE</b>					
JANITORIAL SERVICES	\$0	\$0		\$0	
POL - PATROL SERVICES	\$8,053,000	\$8,053,000		\$8,053,000	
POLICE OVERTIME	\$320,000	\$320,000		\$320,000	
PUBLIC SCHOOL SECURITY - OVERTIME	\$130,000	\$130,000		\$130,000	
PROSECUTION-CRIMINAL VIOLATION	\$100	\$100		\$100	
TELEPHONE- DEDICATED LINES	\$5,600	\$5,600		\$5,600	
POLICE COPIER COSTS	\$2,000	\$2,000		\$2,000	
POLICE REPAIR & MAINTENANCE	\$0	\$0		\$0	
REPAIR AND MAINTENANCE-VEHICLES	\$2,500	\$2,500		\$2,500	
PRINTING & BINDING	\$0	\$0		\$0	
POLICE - MISC. EXPENSE	\$800	\$800		\$800	
OFFICE SUPPLIES	\$0	\$0		\$0	
OPERATING SUPPLIES	\$3,000	\$3,000		\$3,000	
POLICE UNIFORMS	\$3,000	\$3,000		\$3,000	
FUEL & LUBRICANTS	\$1,000	\$1,000		\$1,000	
MEMBERSHIPS AND SUBSCRIPTIONS	\$225	\$225		\$225	
POLICE CRIME PREVENT TRAIN	\$3,000	\$3,000		\$3,000	
TRANSFER TO FACILITIES MAINTENANCE FUND	\$92,996	\$92,996		\$92,996	
<b>SUB-TOTAL POLICE EXPENDITURES:</b>	<b>\$8,617,221</b>	<b>\$8,617,221</b>	<b>\$0</b>	<b>\$8,617,221</b>	
	<i>\$8,617,221</i>				

**TOWN OF MIAMI LAKES  
FY 2018-19 AMENDED BUDGET**

**Revenue and Expenditure Detail by Line Item**

ACCOUNT NAME	FY2018-19 ADOPTED BUDGET	FY2018-19 AMENDED BUDGET	AMENDMENT AS OF 05/14/19	FY2018-19 REVISED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
<b>SCHOOL CROSSING GUARDS</b>					
REGULAR SALARIES	\$76,000	\$76,000		\$76,000	
PAYROLL TAXES	\$5,814	\$5,814		\$5,814	
FRS RETIREMENT CONTRIBUTION	\$6,278	\$6,278		\$6,278	
WORKMAN'S COMPENSATION	\$0	\$0		\$0	
OPERATING SUPPLIES	\$750	\$750		\$750	
UNIFORMS	\$3,000	\$3,000		\$3,000	
EDUCATION & TRAINING	\$624	\$624		\$624	
NEW ACCOUNT	\$0	\$0		\$0	
NEW ACCOUNT	\$0	\$0		\$0	
<b>SUB-TOTAL SCHOOL CROSSING GUARDS:</b>	<b>\$92,466</b>	<b>\$92,466</b>	<b>\$0</b>	<b>\$92,466</b>	
<b>TOTAL POLICE EXPENDITURES:</b>	<b>\$8,709,687</b>	<b>\$8,709,687</b>	<b>\$0</b>	<b>\$8,709,687</b>	
	<i>\$8,709,686</i>				
<b>PLANNING</b>					
REGULAR SALARIES	\$85,000	\$85,000		\$85,000	
PAYROLL TAXES	\$6,503	\$6,503		\$6,503	
FRS RETIREMENT CONTRIBUTION	\$7,021	\$7,021		\$7,021	
HEALTH & LIFE INSURANCE	\$14,628	\$14,628		\$14,628	
WIRELESS STIPEND	\$480	\$480		\$480	
CREDIT CARD FEES	\$0	\$0		\$0	
PROFESSIONAL SERVICES	\$20,000	\$20,000		\$20,000	
PLANNING-SITE PLAN REVIEW	\$500	\$500		\$500	
PLANNING MOBILE PHONES	\$0	\$0		\$0	
PRINTING & BINDING	\$1,000	\$1,000		\$1,000	
BACKGROUND CHECKS	\$0	\$0		\$0	
<b>SUB-TOTAL PLANNING:</b>	<b>\$135,132</b>	<b>\$135,132</b>	<b>\$0</b>	<b>\$135,132</b>	
	<i>\$135,132</i>				
<b>CODE COMPLIANCE</b>					
REGULAR SALARIES	\$102,496	\$102,496		\$102,496	
PAYROLL TAXES	\$7,841	\$7,841		\$7,841	
FRS RETIREMENT CONTRIBUTION	\$8,466	\$8,466		\$8,466	
HEALTH & LIFE INSURANCE	\$21,042	\$21,042		\$21,042	
WIRELESS STIPEND	\$480	\$480		\$480	
SPECIAL MASTER	\$3,600	\$3,600		\$3,600	
CONTRACT CODE ENF SER	\$121,812	\$121,812		\$121,812	
CAR ALLOWANCE	\$6,000	\$6,000		\$6,000	
REMOTE ACCESS DEVICE DATA PLAN	\$960	\$960		\$960	
PLANNING MOBILE PHONES	\$360	\$360		\$360	
ABANDONED PROPERTY MAINT	\$1,000	\$1,000		\$1,000	
CODE ENF-DOCUMENT SCANNING	\$0	\$0		\$0	
CODE ENF LIEN RECORDING	\$8,000	\$8,000		\$8,000	
ALARM MONITORING PROGRAM	\$25,000	\$25,000		\$25,000	
PLAN CODE ENF REIMB EXP	\$0	\$0		\$0	
CODE ENFORCEMENT UNIFORMS	\$0	\$0		\$0	
EDUCATION & TRAINING	\$1,500	\$1,500		\$1,500	
<b>SUB-TOTAL CODE COMPLIANCE:</b>	<b>\$308,557</b>	<b>\$308,557</b>	<b>\$0</b>	<b>\$308,557</b>	
	<i>\$308,557</i>				
<b>TOTAL PLANNING, CODE COMPLIANCE &amp; TRANSIT EXPENDITURES:</b>	<b>\$443,689</b>	<b>\$443,689</b>	<b>\$0</b>	<b>\$443,689</b>	
<b>QNIP</b>					
QNIP DEBT SERVICE	\$0	\$0		\$0	
QNIP DEBT SERVICE - PRINCIPAL	\$46,607	\$46,607		\$46,607	
QNIP DEBT SERVICE - INTEREST	\$2,248	\$2,248		\$2,248	
<b>TOTAL QNIP EXPENDITURES:</b>	<b>\$48,855</b>	<b>\$48,855</b>	<b>\$0</b>	<b>\$48,855</b>	
	<i>\$48,855</i>				

**TOWN OF MIAMI LAKES**  
**FY 2018-19 AMENDED BUDGET**

**Revenue and Expenditure Detail by Line Item**

ACCOUNT NAME	FY2018-19 ADOPTED BUDGET	FY2018-19 AMENDED BUDGET	AMENDMENT AS OF 05/14/19	FY2018-19 REVISED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
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**TOWN OF MIAMI LAKES  
FY 2018-19 AMENDED BUDGET**

**Revenue and Expenditure Detail by Line Item**

ACCOUNT NAME	FY2018-19 ADOPTED BUDGET	FY2018-19 AMENDED BUDGET	AMENDMENT AS OF 05/14/19	FY2018-19 REVISED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
ZONING					
REGULAR SALARIES	\$99,310	\$99,310		\$99,310	
COMPENSATED ABSENCES	\$0	\$0		\$0	
PAYROLL TAXES	\$7,597	\$7,597		\$7,597	
FRS RETIREMENT CONTRIBUTION	\$8,203	\$8,203		\$8,203	
HEALTH & LIFE INSURANCE	\$0	\$0		\$0	
CONTRACTUAL SERVICES	\$0	\$0		\$0	
SUB-TOTAL ZONING EXPENDITURES	\$115,110	\$115,110	\$0	\$115,110	
TOTAL BUILDING & ZONING EXPENDITURES:	\$115,110	\$115,110	\$0	\$115,110	
	\$115,110				
PARKS - COMMUNITY SERVICES					
REGULAR SALARIES	\$337,645	\$337,645		\$337,645	
OVERTIME	\$1,000	\$1,000		\$1,000	
PAYROLL TAXES	\$25,830	\$25,830		\$25,830	
FRS RETIREMENT CONTRIBUTION	\$27,889	\$27,889		\$27,889	
HEALTH & LIFE INSURANCE	\$75,032	\$75,032		\$75,032	
WIRELESS STIPEND	\$2,400	\$2,400		\$2,400	
PROFESSIONAL SERVICES	\$82,742	\$82,742		\$82,742	
DIGITAL IMAGING	\$0	\$0		\$0	
MILEAGE REIMB	\$1,560	\$1,560		\$1,560	
MOBILE PHONES		\$0		\$0	
REPAIR & MAINTENANCE-VEHICLES	\$5,000	\$5,000		\$5,000	
PRINTING & BINDING	\$2,500	\$2,500		\$2,500	
ADMINISTRATIVE SUPPORT	\$0	\$0		\$0	
CREDIT CARD FEES	\$1,860	\$1,860		\$1,860	
MISCELLANEOUS	\$700	\$700		\$700	
PARKS - PERMIT FEES	\$0	\$0		\$0	
COACHES BACKGROUND CK	\$5,000	\$5,000		\$5,000	
CHECK CERTIFICATION CLINIC	\$2,500	\$2,500		\$2,500	
OPERATING SUPPLIES	\$0	\$0		\$0	
PARKS UNIFORMS	\$0	\$0		\$0	
FUEL & LUBRICANTS	\$4,500	\$4,500		\$4,500	
NON CAPITAL OUTLAY	\$0	\$0		\$0	
CAPITAL OUTLAY	\$0	\$0		\$0	
SUB-TOTAL COMMUNITY SERVICES:	\$576,158	\$576,158	\$0	\$576,158	
	\$576,159				
ROYAL OAKS PARK					
JANITORIAL SERVICES	\$60,880	\$60,880		\$60,880	
ROYAL OAKS PARK TELECOMMUNICATIONS	\$11,000	\$11,000		\$11,000	
UTILITY SERVICES-ROP	\$100,000	\$100,000		\$100,000	
REPAIR & MAINTENANCE-CONTRACT	\$285,000	\$285,000		\$285,000	
REPAIR & MAINTENANCE-GROUNDS	\$83,000	\$83,000		\$83,000	
REPAIR & MAINTENANCE-FACILITY	\$31,250	\$31,250		\$31,250	
ROP-FUR & EQUIP / NON CAP	\$5,000	\$5,000		\$5,000	
INFRASTRUCTURE	\$0	\$0		\$0	
MACHINERY AND EQUIPMENT	\$0	\$14,275		\$14,275	
ROYAL OAKS PARK IMPROV	\$0	\$0		\$0	
SUB-TOTAL ROYAL OAKS PARK:	\$576,130	\$590,405	\$0	\$590,405	
	\$576,130				
PARK EAST YOUTH CENTER					
SALARIES	\$35,000	\$35,000		\$35,000	
PAYROLL TAXES	\$2,678	\$2,678		\$2,678	
FRS RETIREMENT CONTRIBUTION	\$2,891	\$2,891		\$2,891	
HEALTH & LIFE INSURANCE	\$11,744	\$11,744		\$11,744	
WIRELESS STIPEND	\$480	\$480		\$480	
JANITORIAL SERVICES	\$27,040	\$27,040		\$27,040	
TELECOMMUNICATIONS	\$4,500	\$4,500		\$4,500	

**TOWN OF MIAMI LAKES  
FY 2018-19 AMENDED BUDGET**

**Revenue and Expenditure Detail by Line Item**

ACCOUNT NAME	FY2018-19 ADOPTED BUDGET	FY2018-19 AMENDED BUDGET	AMENDMENT AS OF 05/14/19	FY2018-19 REVISED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
UTILITY SERVICES	\$14,070	\$14,070		\$14,070	
REPAIR & MAINTENANCE-CONTRACT	\$12,500	\$12,500		\$12,500	
REPAIR & MAINTENANCE-GROUNDS	\$5,000	\$5,000		\$5,000	
REPAIR & MAINTENANCE-FACILITY	\$18,000	\$18,000		\$18,000	
MISCELLANEOUS EXPENSE	\$0	\$0		\$0	
PARKS IMPROVEMENT / NON CAP	\$5,000	\$5,000		\$5,000	
INFRASTRUCTURE	\$0	\$0		\$0	
MACHINERY AND EQUIPMENT	\$0	\$0		\$0	
WORK OF ART/COLLECTIONS	\$0	\$0		\$0	
<b>SUB-TOTAL PARK EAST YOUTH CENTER:</b>	<b>\$138,903</b>	<b>\$138,903</b>	<b>\$0</b>	<b>\$138,903</b>	
	\$138,902				
<b>PARK WEST - MARY COLLINS COMMUNITY CENTER</b>					
JANITORIAL SERVICES	\$48,880	\$48,880		\$48,880	
TELECOMMUNICATIONS	\$4,920	\$4,920		\$4,920	
UTILITY SERVICES	\$22,700	\$22,700		\$22,700	
REPAIR & MAINTENANCE-CONTRACT	\$30,850	\$30,850		\$30,850	
REPAIR & MAINTENANCE-GROUNDS	\$7,500	\$7,500		\$7,500	
REPAIR & MAINTENANCE-FACILITY	\$27,000	\$27,000		\$27,000	
PARKS IMP - OPERATING	\$5,000	\$5,000		\$5,000	
INFRASTRUCTURE	\$0	\$0		\$0	
MACHINERY AND EQUIPMENT	\$21,000	\$10,034		\$10,034	
PARKS - CAP OUTLAY	\$0	\$0		\$0	
<b>SUB-TOTAL MINI PARK - WEST:</b>	<b>\$167,850</b>	<b>\$156,884</b>	<b>\$0</b>	<b>\$156,884</b>	
	\$167,850				
<b>MIAMI LAKES OPTIMIST PARK</b>					
JANITORIAL SERVICES	\$26,200	\$26,200		\$26,200	
TELECOMMUNICATIONS	\$12,000	\$12,000		\$12,000	
UTILITY SERVICES	\$112,000	\$112,000		\$112,000	
REPAIR & MAINTENANCE-CONTRACT	\$456,000	\$456,000		\$456,000	
REPAIR & MAINTENANCE-GROUNDS	\$40,000	\$40,000		\$40,000	
REPAIR & MAINTENANCE-FACILITY	\$20,000	\$20,000		\$20,000	
SPORTS HALL OF FAME	\$400	\$400		\$400	
HURRICANE WILMA	\$0	\$0		\$0	
MIAMI LAKES PARK MARINA OPERATIONS	\$1,000	\$1,000		\$1,000	
MIAMI LAKES PARK/IMPROVEMENTS	\$20,000	\$20,000		\$20,000	
INFRASTRUCTURE	\$0	\$0		\$0	
CAPITAL OUTLAY-MACHINERY & EQUIPMENT	\$0	\$5,000		\$5,000	
<b>JB -TOTAL MIAMI LAKES OPTIMIST PARK:</b>	<b>\$687,600</b>	<b>\$692,600</b>	<b>\$0</b>	<b>\$692,600</b>	
	\$687,600				
<b>MINI PARKS</b>					
UTILITY SERVICES	\$24,000	\$24,000		\$24,000	
REPAIR & MAINTENANCE-CONTRACT	\$290,000	\$290,000		\$290,000	
REPAIR & MAINTENANCE-GROUNDS	\$63,610	\$63,610		\$63,610	
MINI PARKS-TREE TRIMMING	\$27,500	\$27,500		\$27,500	
REPAIR & MAINTENANCE-FACILITY	\$0	\$0		\$0	
FURNITURE & NON CAPITAL OUTLAY	\$5,000	\$5,000		\$5,000	
PARK IMPROVEMENT - INFRASTRUCTURE	\$0	\$0		\$0	
CAPITAL OUTLAY-MINI PARKS	\$0	\$0		\$0	
<b>SUB-TOTAL MINI PARKS:</b>	<b>\$410,110</b>	<b>\$410,110</b>	<b>\$0</b>	<b>\$410,110</b>	
	\$410,110				
<b>BARBARA GOLEMAN</b>					
BARBARA GOLEMAN MAINT	\$4,000	\$4,000		\$4,000	
<b>SUB-TOTAL BARBARA GOLEMAN :</b>	<b>\$4,000</b>	<b>\$4,000</b>	<b>\$0</b>	<b>\$4,000</b>	
	\$4,000				
<b>TOTAL PARKS - COMMUNITY SERVICES</b>	<b>\$2,560,751</b>	<b>\$2,569,060</b>	<b>\$0</b>	<b>\$2,569,060</b>	
	\$2,560,751				

**TOWN OF MIAMI LAKES  
FY 2018-19 AMENDED BUDGET**

Revenue and Expenditure Detail by Line Item

ACCOUNT NAME	FY2018-19 ADOPTED BUDGET	FY2018-19 AMENDED BUDGET	AMENDMENT AS OF 05/14/19	FY2018-19 REVISED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
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**COMMUNITY OUTREACH AND ENGAGEMENT**

**LEISURE SERVICES**

SALARIES	\$186,447	\$186,447		\$186,447	
OVERTIME	\$0	\$0		\$0	
COMPENSATED ABSENCES - CURRENT	\$0	\$0		\$0	
PAYROLL TAXES	\$14,263	\$14,263		\$14,263	
FRS RETIREMENT CONTRIBUTION	\$15,400	\$15,400		\$15,400	
HEALTH & LIFE INSURANCE	\$35,231	\$35,231		\$35,231	
WIRELESS STIPEND	\$1,440	\$1,440		\$1,440	
YOUTH CENTER COMMUNITY PROGRAMS	\$10,055	\$10,055		\$10,055	
TOWN COMMUNITY PROGRAMS	\$14,890	\$14,890		\$14,890	
<b>SUB-TOTAL LEISURE SERVICES:</b>	<b>\$277,726</b>	<b>\$277,726</b>	<b>\$0</b>	<b>\$277,726</b>	

\$277,727

**ECONOMIC DEVELOPMENT**

SALARIES	\$69,560	\$69,560		\$69,560	
PAYROLL TAXES	\$5,321	\$5,321		\$5,321	
FRS RETIREMENT CONTRIBUTION	\$5,746	\$5,746		\$5,746	
HEALTH & LIFE INSURANCE	\$10,280	\$10,280		\$10,280	
WIRELESS STIPEND	\$480	\$480		\$480	
PROFESSIONAL SERVICES	\$28,350	\$28,350		\$28,350	
<b>SUB-TOTAL ECONOMIC DEVELOPMENT:</b>	<b>\$119,737</b>	<b>\$119,737</b>	<b>\$0</b>	<b>\$119,737</b>	

\$119,737

**COMMUNICATIONS**

SALARIES	\$26,520	\$26,520		\$26,520	
PAYROLL TAXES	\$2,029	\$2,029		\$2,029	
FRS RETIREMENT CONTRIBUTION	\$2,191	\$2,191		\$2,191	
HEALTH & LIFE INSURANCE	\$0	\$0		\$0	
WIRELESS STIPEND	\$0	\$0		\$0	
SOCIAL MEDIA PLAN	\$0	\$27,000		\$27,000	
<b>SUB-TOTAL COMMUNICATIONS:</b>	<b>\$30,740</b>	<b>\$57,740</b>	<b>\$0</b>	<b>\$57,740</b>	

\$30,739

**SPECIAL EVENTS**

SALARIES	\$87,720	\$87,720		\$87,720	
PAYROLL TAXES	\$6,710	\$6,710		\$6,710	
FRS RETIREMENT CONTRIBUTION	\$7,246	\$7,246		\$7,246	
HEALTH & LIFE INSURANCE	\$14,628	\$14,628		\$14,628	
WIRELESS STIPEND	\$480	\$480		\$480	
SPEC EVENTS VETERANS DAY	\$6,000	\$8,700		\$8,700	
SPEC EVENTS 4TH JULY	\$30,000	\$30,000		\$30,000	
OTHER EVENTS	\$10,000	\$10,000		\$10,000	
<b>SUB-TOTAL SPECIAL EVENTS:</b>	<b>\$162,784</b>	<b>\$165,484</b>	<b>\$0</b>	<b>\$165,484</b>	

\$162,784

**COMMITTEES**

**NEIGHBORHOOD IMPROVEMENT COMMITTEE**

AWARD BEAUTIFICATION COMM. AWARDS	\$2,000	\$2,000		\$2,000	
PEDES PEDESTRIAN & BIKE INITIATIVES	\$6,000	\$6,000		\$6,000	
HOA QUARTERLY HOA PROJECTS	\$500	\$500		\$500	
LITT ANTI LITTER CAMPAIGN	\$0	\$0		\$0	
PROJ COMM PROJECTS/HOME IMPROVEMENT	\$500	\$500		\$500	
THE HOUSE/BUSINESS MONTH CONTEST	\$0	\$0		\$0	
<b>TOTAL NEIGHBORHOOD IMP COMMITTEE:</b>	<b>\$9,000</b>	<b>\$9,000</b>	<b>\$0</b>	<b>\$9,000</b>	

\$9,000

**TOWN OF MIAMI LAKES  
FY 2018-19 AMENDED BUDGET**

**Revenue and Expenditure Detail by Line Item**

ACCOUNT NAME	FY2018-19 ADOPTED BUDGET	FY2018-19 AMENDED BUDGET	AMENDMENT AS OF 05/14/19	FY2018-19 REVISED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
<b>CULTURAL AFFAIRS COMMITTEE</b>					
BASEL ART BASEL MIAMI LAKES	\$1,500	\$1,500		\$1,500	
BLACK BLACK HISTORY MONTH CONCERT	\$3,750	\$3,750		\$3,750	
FILM CLASSIC FILM IN THE PARK	\$0	\$0		\$0	
BOOK BOOK READING	\$750	\$750		\$750	
CAROL CHRISTMAS CAROLING	\$0	\$0		\$0	
COF CONCERT ON THE FAIRWAY	\$17,000	\$17,000	\$1,015	\$18,015	Donations
CON CONCERTS	\$4,500	\$4,500	\$125	\$4,625	Donations
FOUR FOURTH OF JULY	\$11,500	\$11,500		\$11,500	
FT FISHING TOURNAMENT	\$500	\$500		\$500	
HISP HISPANIC HERITAGE	\$4,000	\$5,000		\$5,000	
MLK MARTIN LUTHER KING EVENT	\$0	\$0	\$500	\$500	Donations
MISC MISCELLANEOUS EXPENSES	\$0	\$0		\$0	
PC PAINTING COMPETITION	\$0	\$0		\$0	
S FLI SPRING FLING(PAINT A PICTURE)	\$600	\$600		\$600	
SCOT SCOTTISH AMERICAN HERITAGE MONTH	\$1,000	\$1,000		\$1,000	
WOMEN WOMEN HISTORY MONTH	\$2,250	\$2,250		\$2,250	
<b>TOTAL CULTURAL AFFAIRS COMMITTEE:</b>	<b>\$47,350</b>	<b>\$48,350</b>	<b>\$1,640</b>	<b>\$49,990</b>	
	\$47,350				
<b>ECONOMIC DEVELOPMENT COMMITTEE</b>					
ECODV MISC EXPENSES	\$0	\$0		\$0	
MARKE MARKETING MATERIALS	\$14,000	\$14,000		\$14,000	
ML CH MISC EXPENSES	\$12,000	\$12,000		\$12,000	
REALT REALTOR EVENTS	\$5,200	\$5,200	\$350	\$5,550	Donations
TRADE SHOW - BIO FLORIDA	\$0	\$0		\$0	
SHOWS MISC EXPENSES	\$3,000	\$3,000		\$3,000	
<b>TOTAL ECONOMIC DEVELOPMENT COMMITTEE:</b>	<b>\$34,200</b>	<b>\$34,200</b>	<b>\$350</b>	<b>\$34,550</b>	
	\$34,200	\$34,200			
<b>EDUCATION ADVISORY BOARD</b>					
EDUCATIONAL ADVISORY BOARD	\$0	\$0		\$0	
AP LANGUAGE ARTS PROGRAM	\$26,000	\$26,000		\$26,000	
EVENT TOWN EVENTS	\$2,000	\$2,000		\$2,000	
FRIEN FRIENDS OF THE LIBRARY	\$4,000	\$4,000		\$4,000	
IMAG IMAGINATION LIBRARY	\$4,000	\$4,000		\$4,000	
MLIC MLAKES K-8 INSTRUCTIONAL COSTS	\$0	\$0		\$0	
MISC. MISC. EXPENSES	\$300	\$300		\$300	
SAT/ SAT/ACT PREP COURSES	\$12,000	\$12,000		\$12,000	
STEM ELECTIVE COURSES	\$10,000	\$10,000		\$10,000	
TECH TECHNOLOGY & MEDIA	\$12,000	\$12,000		\$12,000	
TEST STANDARDIZED TESTING SUPPORT	\$0	\$0		\$0	
<b>TOTAL EDUCATIONAL ADVISORY BOARD:</b>	<b>\$70,300</b>	<b>\$70,300</b>	<b>\$0</b>	<b>\$70,300</b>	
	\$70,300				
<b>ELDERLY AFFAIRS COMMITTEE</b>					
DOMT DOMINO TOURNAMENT	\$0	\$0	\$3,010	\$3,010	Donations
BEEFR FREEBEE (SAT & SUN)	\$2,500	\$2,500		\$2,500	
HALLO HALLOWEEN SOCIAL	\$0	\$0		\$0	
BOXIN ROCK STEADY BOXING	\$2,500	\$2,500		\$2,500	
FORU COMMUNITY FORUMS	\$2,500	\$3,100		\$3,100	
HF EAC - HEALTH FAIR	\$500	\$500	\$5,872	\$6,372	Donations
METET MEET & EAT	\$7,800	\$7,800		\$7,800	
MISC MISC EXPENSE/SUPPLIES/SHIRTS	\$500	\$500		\$500	
SENIO SENIOR FIELD TRIP	\$6,000	\$6,000	\$750	\$6,750	Donations
SNAB SPECIAL NEEDS ADVISORY	\$0	\$20,043		\$20,043	
SRSO SENIOR SOCIAL	\$15,200	\$16,700	\$1,718	\$18,418	Donations
VAL VALENTINE DAY EVENT	\$0	\$0		\$0	
A MATTER OF BALANCE	\$0	\$0		\$0	
<b>TOTAL ELDERLY AFFAIRS COMMITTEE:</b>	<b>\$37,500</b>	<b>\$59,643</b>	<b>\$11,350</b>	<b>\$70,993</b>	
	\$37,500				

**TOWN OF MIAMI LAKES  
FY 2018-19 AMENDED BUDGET**

**Revenue and Expenditure Detail by Line Item**

ACCOUNT NAME	FY2018-19 ADOPTED BUDGET	FY2018-19 AMENDED BUDGET	AMENDMENT AS OF 05/14/19	FY2018-19 REVISED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
<b>YOUTH ACTIVITIES TASK FORCE</b>					
BR BICYCLE RODEO	\$4,700	\$4,700		\$4,700	
HHH HALLOWEEN HAUNTED HOUSE	\$26,500	\$30,700		\$30,700	
HIST HISTORICAL SCAVENG	\$0	\$0		\$0	
ICE ICE CREAM SOCIAL	\$500	\$500		\$500	
JUST JUST RUN	\$1,000	\$1,000		\$1,000	
MP MOVIES IN THE PARK	\$7,500	\$8,929	\$1,898	\$10,827	Donations
SPRIN SPRING FLING	\$4,500	\$4,500	\$4,762	\$9,262	Donations
SPORT SPORTS PALOOZA/PRO SPORTS DAY	\$0	\$0		\$0	
VAL VALENTINE DAY EVENT	\$0	\$0		\$0	
SUMMER YOUTH EMPL INITIATIVE	\$300	\$300		\$300	
WINTERFEST	\$0	\$0		\$0	
<b>TOTAL YOUTH ACTIVITIES TASK FORCE:</b>	<b>\$45,000</b>	<b>\$50,629</b>	<b>\$6,660</b>	<b>\$57,289</b>	
	\$45,000				
<b>PUBLIC SAFETY COMMITTEE</b>					
PUBLIC SAFETY IDENTITY THEFT PREVENTION	\$0	\$0		\$0	
BRKF-POLICE APPRECIATION BREAKFAST	\$1,000	\$1,000	\$500	\$1,500	Donations
CERT-C.E.R.T TRAINING	\$250	\$250		\$250	
EDMAT-EDUCATIONAL MATERIALS	\$750	\$750		\$750	
SHIRTS AND SUPPLIES	\$600	\$600		\$600	
<b>TOTAL PUBLIC SAFETY COMMITTEE:</b>	<b>\$2,600</b>	<b>\$2,600</b>	<b>\$500</b>	<b>\$3,100</b>	
	\$2,600	\$2,600			
<b>VETERANS AFFAIRS COMMITTEE</b>					
SKRUN VET 5K RUN	\$3,500	\$33,600		\$33,600	
DED C DEDICATION CEREMONY-VETS MEM	\$0	\$0		\$0	
CARE PACKAGE DRIVE	\$1,000	\$1,000		\$1,000	
MEMORIAL HONOR FUND	\$500	\$500		\$500	
PLAQU PURCH TREES W/PLAQUES	\$900	\$900		\$900	
V COM VETERANS COMMITTEE SHIRTS	\$0	\$0		\$0	
VET J VETERANS JOB FAIR	\$0	\$0		\$0	
<b>TOTAL VETERANS AFFAIRS COMMITTEE:</b>	<b>\$5,900</b>	<b>\$36,000</b>	<b>\$0</b>	<b>\$36,000</b>	
<b>TOTAL COMMITTEES EXPENDITURES:</b>	<b>\$251,850</b>	<b>\$310,722</b>	<b>\$20,500</b>	<b>\$331,222</b>	
<b>TOTAL COMMUNITY OUTREACH AND ENGAGEMENT EXPENDITURES</b>	<b>\$842,837</b>	<b>\$931,409</b>	<b>\$20,500</b>	<b>\$951,909</b>	
	\$842,838				
<b>PUBLIC WORKS</b>					
REGULAR SALARIES	\$205,200	\$205,200		\$205,200	
ADMINISTRATIVE SUPP TO STORMWA	\$0	\$0		\$0	
REIMB FROM STORMWATER	\$0	\$0		\$0	
OVERTIME	\$0	\$0		\$0	
COMPENSATED ABSENCES	\$0	\$0		\$0	
PAYROLL TAXES	\$15,698	\$15,698		\$15,698	
FRS RETIREMENT CONTRIBUTION	\$16,950	\$16,950		\$16,950	
HEALTH & LIFE INSURANCE	\$29,203	\$29,203		\$29,203	
HEALTH INSURANCE ALLOWANCE	\$0	\$0		\$0	
WIRELESS STIPEND	\$480	\$480		\$480	
PERMITS PLAN REVIEW	\$45,840	\$45,840		\$45,840	
CELL PHONES	\$0	\$0		\$0	
STREET LIGHTS REPAIR & MAINTENANCE	\$70,000	\$70,000		\$70,000	
VEHICLE REPAIR & MAINTENANCE	\$4,000	\$4,000		\$4,000	
NEW TREE PLANTING	\$0	\$0		\$0	
LOCAL GAS OPTION 6¢ REIMBUR	\$0	\$0		\$0	
UNDERGROUND UTILITY LOCATION	\$41,530	\$41,530		\$41,530	
PW MISCELLANEOUS	\$3,000	\$3,000		\$3,000	

**TOWN OF MIAMI LAKES  
FY 2018-19 AMENDED BUDGET**

**Revenue and Expenditure Detail by Line Item**

ACCOUNT NAME	FY2018-19 ADOPTED BUDGET	FY2018-19 AMENDED BUDGET	AMENDMENT AS OF 05/14/19	FY2018-19 REVISED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
HURRICANE FAIR	\$0	\$0		\$0	
OPERATING SUPPLIES	\$3,000	\$3,000		\$3,000	
FUEL & LUBRICANTS	\$3,000	\$3,000		\$3,000	
VEHICLES MAINTENANCE	\$0	\$0		\$0	
FURN & EQUIP NON CAPITAL	\$2,000	\$2,000		\$2,000	
CAPITAL OUTLAY	\$0	\$0		\$0	
<b>I-TOTAL PUBLIC WORKS ADMINISTRATION:</b>	<b>\$439,901</b>	<b>\$439,901</b>	<b>\$0</b>	<b>\$439,901</b>	
	\$439,000				
<b>PW - GREEN SPACE</b>					
RIGHT OF WAY ELECTRICITY	\$10,000	\$10,000		\$10,000	
WATER	\$45,000	\$45,000		\$45,000	
REPAIR & MAINTENANCE	\$490,405	\$490,405		\$490,405	
PUBLIC WORK ENTRY MAINT	\$4,700	\$4,700		\$4,700	
EXTERMINATION SERVICES	\$3,000	\$3,000		\$3,000	
PW TREE REMOVAL	\$22,000	\$22,000		\$22,000	
TREE TRIMMING	\$200,000	\$200,000		\$200,000	
NEW TREE PLANTING	\$55,000	\$55,000		\$55,000	
BEAUTIFICATION PLAN	\$0	\$0		\$0	
<b>SUB-TOTAL PW-GREEN SPACE:</b>	<b>\$830,105</b>	<b>\$830,105</b>	<b>\$0</b>	<b>\$830,105</b>	
	\$830,105				
<b>TOTAL PUBLIC WORKS EXPENDITURES:</b>	<b>\$1,270,006</b>	<b>\$1,270,006</b>	<b>\$0</b>	<b>\$1,270,006</b>	
	\$1,270,005				
<b>NON-DEPARTMENTAL</b>					
SPECIAL ITEM, FEMA REIMB	\$0	\$0		\$0	
OPERATING SURPLUS	\$18,430	\$18,430		\$18,430	
RESERVE FOR RENEWAL AND REPLACEMENT - SINKING FUND	\$150,000	\$150,000		\$150,000	
RESERVE FOR LITIGATION/SETTLEMENT	\$400,000	\$342,500		\$342,500	
<b>TOTAL NON-DEPARTMENTAL EXPENDITURES</b>	<b>\$568,430</b>	<b>\$510,930</b>	<b>\$0</b>	<b>\$510,930</b>	
<b>TOTAL GENERAL FUND EXPENDITURES</b>	<b>\$17,718,200</b>	<b>\$18,539,217</b>	<b>\$20,500</b>	<b>\$18,559,717</b>	

**TOWN OF MIAMI LAKES  
FY 2018-19 AMENDED BUDGET**

**Revenue and Expenditure Detail by Line Item**

ACCOUNT NAME	FY2018-19 ADOPTED BUDGET	FY2018-19 AMENDED BUDGET	AMENDMENT AS OF 05/14/19	FY2018-19 REVISED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
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**SPECIAL REVENUE FUND**

**TRANSPORTATION GAS TAX**

**REVENUE**

1ST LOCAL OPT GAS TAXES - 6C	\$395,000	\$395,000		\$395,000
SR TRANSP BUDGET CARRYFORWARD	\$111,940	\$111,940	\$61,759	\$173,699
<b>TOTAL REVENUES</b>	<b>\$506,940</b>	<b>\$506,940</b>	<b>\$61,759</b>	<b>\$568,699</b>

\$506,940

Revised per FY 2017-18 CAFR

**EXPENDITURE**

TRANSFERS OUT-GENERAL FUND				
TRANSP- ADA COMPLIANCE	\$25,000	\$25,000		\$25,000
ROADS - POTHOLE REPAIRS	\$20,000	\$20,000		\$20,000
SIDEWALK PRESSURE CLEANING	\$80,000	\$80,000	\$4,900	\$84,900
ROADS - SIDEWALK REPLACEMENT	\$170,000	\$170,000	\$65,100	\$235,100
ROADS - STRIPING & SIGNS	\$20,000	\$20,000		\$20,000
ROADS - CONTINGENCY	\$111,940	\$111,940	-\$108,241	\$3,699
TRANSP - ROAD SYSTEM MAINT	\$80,000	\$80,000		\$80,000
TRANSFER TO CAPITAL PROJECTS FUND				

Underpass at 154th Street and Palmetto  
Townwide grinding and sidewalk replacement

<b>TOTAL EXPENDITURES</b>	<b>\$506,940</b>	<b>\$506,940</b>	<b>\$61,759</b>	<b>\$568,699</b>
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\$506,940

Transfer to Capital Projects Fund for NW 60th  
Avenue Pedestrian Improvement Project

**TRANSIT**

**REVENUE**

FTA-SRTA HYBRID BUS	\$0	\$0		\$0
TRANSPORTATION 20% SALES TAX	\$240,000	\$240,000		\$240,000
TRANSFER IN FROM CAPITAL PROJECTS FUND	\$0	\$0		\$0
SR TRANSIT BUDGET CARRYFORWARD	\$144,888	\$180,456	\$39,690	\$220,146
<b>TOTAL REVENUES</b>	<b>\$384,888</b>	<b>\$420,456</b>	<b>\$39,690</b>	<b>\$460,146</b>

\$384,888

Revised per FY 2017-18 CAFR

**EXPENDITURE**

REGULAR SALARIES	\$39,270	\$39,270		\$39,270
COST OF LIVING ADJUSTMENT/BONUS	\$1,047	\$1,047		\$1,047
PAYROLL TAXES	\$3,004	\$3,004		\$3,004
FRS RETIREMENT CONTRIBUTION	\$3,244	\$3,244		\$3,244
HEALTH & LIFE INSURANCE	\$6,529	\$6,529		\$6,529
TRANSIT BUS SHELTER INSURANCE	\$0	\$0		\$0
TRAFFIC STUDIES	\$20,000	\$55,568		\$55,568
TRANSIT BUS CIRCULATOR with Freebee	\$228,000	\$228,000		\$228,000
REPAIR AND MAINTENANCE-VEHICLES TRANSIT B	\$29,896	\$29,896		\$29,896
TRAVEL & PER DIEM	\$1,500	\$1,500		\$1,500
TRANSIT BUS SHELTERS REPAIRS & MAINT	\$10,000	\$9,999		\$9,999
GPS REPAIR AND MAINTENANCE	\$0	\$0		\$0
TRANSIT BUS REPAIR AND MAINTENANCE	\$0	\$0		\$0
CONTINGENCY	\$24,398	\$24,398	\$39,690	\$64,088
MARKETING PROMOTIONAL SUPPORT	\$5,000	\$5,000		\$5,000
TRANSIT ADMIN PROG EXP5%	\$12,000	\$12,000		\$12,000
CAR CHARGING STATION	\$0	\$0		\$0
FUEL & LUBRICANTS	\$0	\$0		\$0
EDUCATION & TRAINING	\$1,000	\$1,000		\$1,000

<b>TOTAL EXPENDITURES</b>	<b>\$384,888</b>	<b>\$420,455</b>	<b>\$39,690</b>	<b>\$460,145</b>
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\$384,888

\$420,456



**TOWN OF MIAMI LAKES  
FY 2018-19 AMENDED BUDGET**

**Revenue and Expenditure Detail by Line Item**

ACCOUNT NAME	FY2018-19 ADOPTED BUDGET	FY2018-19 AMENDED BUDGET	AMENDMENT AS OF 05/14/19	FY2018-19 REVISED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
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**TREE ORDINANCE - BLACK OLIVE REMOVAL PROGRAM**

**REVENUE**

BLACK OLIVE PROGRAM - ANALYSIS	\$0	\$0		\$0
BLACK OLIVE PROGRAM - FEE	\$2,500	\$2,500		\$2,500
TREE REMOVAL PROGRAM - FEE	\$5,000	\$5,000		\$5,000
TRANSF IN FROM GENERAL FUND	\$0	\$0		\$0
BUDGET CARRYFORWARD	\$23,227	\$23,227		\$23,227
<b>TOTAL REVENUES</b>	<b>\$30,727</b>	<b>\$30,727</b>	<b>\$0</b>	<b>\$30,727</b>
	\$30,727	\$30,727		

**EXPENDITURE**

BLACK OLIVE TREE PROGRAM	\$30,727	\$30,727		\$30,727
TRANSFERS OUT-GENERAL FUND	\$0	\$0		\$0
<b>TOTAL EXPENDITURES</b>	<b>\$30,727</b>	<b>\$30,727</b>	<b>\$0</b>	<b>\$30,727</b>
	\$30,727	\$30,727		

**PEOPLE'S TRANSPORTATION PLAN (PTP 80%)**

**REVENUE**

TRANSPORTATION 80% PTP	\$975,000	\$975,000		\$975,000
INTEREST INCOME	\$5,000	\$5,000		\$5,000
TRANSFER IN FROM GENERAL FUND	\$0	\$0		\$0
TRANSPORTATION BUDGET CARRYFORWARD	\$122,122	\$134,422	\$80,860	\$215,282
<b>TOTAL REVENUES</b>	<b>\$1,102,122</b>	<b>\$1,114,422</b>	<b>\$80,860</b>	<b>\$1,195,282</b>
	\$1,102,122			

Revised per FY 2017-18 CAFR

**EXPENDITURE**

REGULAR SALARIES	\$39,270	\$39,270		\$39,270
COST OF LIVING ADJUSTMENT/BONUS	\$1,047	\$1,047		\$1,047
PAYROLL TAXES	\$3,004	\$3,004		\$3,004
FRS RETIREMENT CONTRIBUTION	\$3,244	\$3,244		\$3,244
HEALTH AND LIFE INSURANCE	\$6,529	\$6,529		\$6,529
PROFESSIONAL SERVICES	\$0	\$0		\$0
TRANSPORTATION STUDIES	\$20,000	\$32,300	\$17,000	\$49,300
STREET LIGHTING UTILITIES	\$254,400	\$254,400		\$254,400
STREET LIGHTING REPAIRS AND MAINT	\$70,000	\$70,000	-\$17,000	\$53,000
BIKEPATH/GREENWAY REPAIR & MAINT	\$5,878	\$5,878		\$5,878
CONTINGENCY	\$0	\$0	\$15,440	\$15,440
ADMIN PTP EXP 5%	\$48,750	\$48,750		\$48,750
TRANSFER CAPITAL-TRANSPORTATION	\$650,000	\$650,000	\$65,420	\$715,420

Transfer to Capital Projects Fund for NW 60th Avenue Pedestrian Improvement Project

TRANSFER CAPITAL-STORMWATER	\$0	\$0		\$0
TRANSFER TO SERIES 2013	\$0	\$0		\$0
<b>TOTAL EXPENDITURES</b>	<b>\$1,102,122</b>	<b>\$1,114,422</b>	<b>\$80,860</b>	<b>\$1,195,282</b>
	\$1,102,122			

**MOBILITY FEE TRUST ACCOUNT FUND**

**REVENUE**

MOBILITY FEE	\$335,000	\$335,000		\$335,000
BUDGET CARRYFORWARD	\$0	\$0		\$0
<b>TOTAL REVENUES</b>	<b>\$335,000</b>	<b>\$335,000</b>	<b>\$0</b>	<b>\$335,000</b>
	\$335,000			

**EXPENDITURE**

CONTINGENCY RESERVES	\$0	\$0		\$0
PROFESSIONAL SERVICES	\$20,500	\$20,500		\$20,500
TRANSFER TO CAPITAL-TRANSPORTATION	\$314,500	\$314,500		\$314,500
<b>TOTAL EXPENDITURES</b>	<b>\$335,000</b>	<b>\$335,000</b>	<b>\$0</b>	<b>\$335,000</b>
	\$335,000			

**TOWN OF MIAMI LAKES  
FY 2018-19 AMENDED BUDGET**

Revenue and Expenditure Detail by Line Item

ACCOUNT NAME	FY2018-19 ADOPTED BUDGET	FY2018-19 AMENDED BUDGET	AMENDMENT AS OF 05/14/19	FY2018-19 REVISED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
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**SPECIAL REVENUES - OTHER**

<b>REVENUE</b>					
CONTRIBUTION FROM DEVELOPER	\$0	\$0		\$0	
BUDGET CARRYFORWARD	\$300,000	\$300,000		\$300,000	
<b>TOTAL REVENUES</b>	<b>\$300,000</b>	<b>\$300,000</b>	<b>\$0</b>	<b>\$300,000</b>	
	\$300,000				

<b>EXPENDITURE</b>					
TRANSFER TO GENERAL FUND	\$0	\$0		\$0	
CONTINGENCY FOR EDUCATION	\$300,000	\$300,000		\$300,000	
<b>TOTAL EXPENDITURES</b>	<b>\$300,000</b>	<b>\$300,000</b>	<b>\$0</b>	<b>\$300,000</b>	

<b>TOTAL SPECIAL REVENUE FUND REVENUES:</b>	<b>\$2,659,677</b>	<b>\$2,707,545</b>	<b>\$182,309</b>	<b>\$2,889,854</b>	
<b>TOTAL SPECIAL REVENUE FUND EXPENDITURES:</b>	<b>\$2,659,677</b>	<b>\$2,707,545</b>	<b>\$182,309</b>	<b>\$2,889,854</b>	

**IMPACT FEES FUND**

**PARKS IMPROVEMENT**

<b>REVENUES</b>					
PARKS IMPACT FEES - IMPROVEMENTS	\$670,000	\$670,000		\$670,000	
INTEREST INCOME	\$0	\$0		\$0	
PARKS BUDGET CARRYFORWARD	\$158,743	\$158,743		\$158,743	
<b>TOTAL REVENUES</b>	<b>\$828,743</b>	<b>\$828,743</b>	<b>\$0</b>	<b>\$828,743</b>	
	\$828,743				

<b>EXPENDITURES</b>					
TRANSFER TO CPF - PARKS (PIMP)	\$828,743	\$828,743		\$828,743	
CONTINGENCY - IMPROVEMENTS	\$0	\$0		\$0	
<b>TOTAL EXPENDITURES</b>	<b>\$828,743</b>	<b>\$828,743</b>	<b>\$0</b>	<b>\$828,743</b>	
	\$828,743				

**PARKS OPEN SPACE**

<b>REVENUES</b>					
PARKS IMPACT FEES - OPEN SPACE	\$670,000	\$670,000		\$670,000	
INTEREST INCOME	\$0	\$0		\$0	
PARKS BUDGET CARRYFORWARD	\$893,249	\$893,249		\$893,249	
<b>TOTAL REVENUES</b>	<b>\$1,563,249</b>	<b>\$1,563,249</b>	<b>\$0</b>	<b>\$1,563,249</b>	
	\$1,563,249				

<b>EXPENDITURES</b>					
TRANSFER TO CPF - PARKS (POS)	\$0	\$0		\$0	
CONTINGENCY - OPEN SPACE	\$1,563,249	\$1,563,249		\$1,563,249	
<b>TOTAL EXPENDITURES</b>	<b>\$1,563,249</b>	<b>\$1,563,249</b>	<b>\$0</b>	<b>\$1,563,249</b>	
	\$1,563,249				

**TOWN OF MIAMI LAKES  
FY 2018-19 AMENDED BUDGET**

Revenue and Expenditure Detail by Line Item

ACCOUNT NAME	FY2018-19 ADOPTED BUDGET	FY2018-19 AMENDED BUDGET	AMENDMENT AS OF 05/14/19	FY2018-19 REVISED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
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**PUBLIC SAFETY IMPACT FEES**

**REVENUES**

PUBLIC SAFETY IMPACT FEES	\$310,000	\$310,000		\$310,000	
INTEREST INCOME	\$0	\$0		\$0	
PUBLIC SAFETY BUDGET CARRYFORWARD	\$120,597	\$120,597		\$120,597	
<b>TOTAL REVENUES</b>	<b>\$430,597</b>	<b>\$430,597</b>	<b>\$0</b>	<b>\$430,597</b>	
	\$430,597				

**EXPENDITURES**

CONTINGENCY	\$0	\$0		\$0	
LICENSE PLATE RECOGNITION SOFTWARE	\$200,000	\$200,000		\$200,000	
MOBILE SPEED RADAR	\$45,000	\$45,000		\$45,000	
TRANSFER TO CIP-FACILITIES	\$0	\$0		\$0	
TRANSFER TO CPF - FACILITIES	\$185,597	\$185,597		\$185,597	
TRANSFER TO SRF	\$0	\$0		\$0	
TRANSFER TO CPF - FACILITIES	\$0	\$0		\$0	
<b>TOTAL EXPENDITURES</b>	<b>\$430,597</b>	<b>\$430,597</b>	<b>\$0</b>	<b>\$430,597</b>	
	\$430,597				

**ROAD IMPACT FEES (IN LIEU OF)**

**REVENUES**

IMPACT FEES ROAD	\$641,934	\$641,934	\$57,335	\$699,269	Credit increase for NW 67th Avenue Widening Project
BUDGET CARRYFORWARD	\$0	\$0		\$0	
<b>TOTAL REVENUES</b>	<b>\$641,934</b>	<b>\$641,934</b>	<b>\$57,335</b>	<b>\$699,269</b>	
	\$641,934				

**EXPENDITURES**

CONTINGENCY	\$0	\$0		\$0	
TRANSFER TO CPF - TRANSPORTATION IMPRV	\$641,934	\$641,934	\$57,335	\$699,269	Transfer to Capital Projects Fund for NW 67th Avenue Widening Project
ROAD IMPACT FEE EXPENSE	\$0	\$0		\$0	
<b>TOTAL EXPENDITURES</b>	<b>\$641,934</b>	<b>\$641,934</b>	<b>\$57,335</b>	<b>\$699,269</b>	
	\$641,934				

<b>TOTAL IMPACT FEE FUND REVENUES:</b>	<b>\$3,464,523</b>	<b>\$3,464,523</b>	<b>\$57,335</b>	<b>\$3,521,858</b>	
<b>TOTAL IMPACT FEE FUND EXPENDITURES:</b>	<b>\$3,464,523</b>	<b>\$3,464,523</b>	<b>\$57,335</b>	<b>\$3,521,858</b>	

**TOWN OF MIAMI LAKES  
FY 2018-19 AMENDED BUDGET**

**Revenue and Expenditure Detail by Line Item**

ACCOUNT NAME	FY2018-19 ADOPTED BUDGET	FY2018-19 AMENDED BUDGET	AMENDMENT AS OF 05/14/19	FY2018-19 REVISED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
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**CAPITAL PROJECTS FUND**

**FACILITIES AND EQUIPMENT IMPROVEMENT**

**REVENUES**

INTEREST INCOME	\$0	\$0		\$0	
TRANSFER FROM CONSTRUCTION FUND	\$0	\$0		\$0	
CAP PROJ BUDGET CARRYFORWARD	\$26,967	\$44,531		\$44,531	
<b>TOTAL REVENUES</b>	<b>\$26,967</b>	<b>\$44,531</b>	<b>\$0</b>	<b>\$44,531</b>	

**EXPENDITURES**

TOWN HALL CENTER	\$0	\$0		\$0	
RESERVE FOR FACILITIES & EQUIP IMPROV	\$26,967	\$26,967		\$26,967	
INFRASTRUCTURE	\$0	\$0		\$0	
MACHINERY & EQUIPMENT	\$0	\$17,564		\$17,564	
<b>TOTAL EXPENDITURES</b>	<b>\$26,967</b>	<b>\$44,531</b>	<b>\$0</b>	<b>\$44,531</b>	

**PARKS IMPROVEMENTS**

**REVENUES**

FLORIDA DEPT OF AGRICULTURE & CONSUMER SERVICES	\$225,000	\$225,000		\$225,000	
NEAT STREETS GRANT	\$0	\$0	\$37,423	\$37,423	Neat Streets Miami Tree Matching Grant Award
CAP PARKS BUDGET CARRYFORWARD	\$403,882	\$619,868		\$619,868	
TRANS FR GENERAL FUND - PARKS	\$106,000	\$728,636		\$728,636	
TRANS FR PARKS IMPACT FEE FD - IMPROV	\$828,743	\$828,743		\$828,743	
TRANSF IN-SPEC REVENUE	\$0			\$0	
<b>TOTAL REVENUES:</b>	<b>\$1,563,625</b>	<b>\$2,402,247</b>	<b>\$37,423</b>	<b>\$2,439,670</b>	

**EXPENDITURES**

DOG PARK	\$0	\$0		\$0	
CIP RESERVE FOR PARKS	\$0	\$2,752	\$7,423	\$10,175	Adjustment to contingency
MINI PARKS SEVILLA ESTATES		\$0		\$0	
SENIOR CENTER BUILDOUT	\$500,000	\$500,000		\$500,000	
IT INFRASTRUCTURE	\$0	\$0		\$0	
NIC BEAUTIFICATION MATCHING GRANT PROGRA	\$0	\$5,000		\$5,000	
WEST LAKE NEIGHBORHOOD REFORESTATION PROGRAM	\$0	\$70,000	\$30,000	\$100,000	Grant award (37,423) and Town match (\$62,577) for Phase 3
<b>TOTAL ADMINISTRATIVE PROJECTS:</b>	<b>\$500,000</b>	<b>\$577,752</b>	<b>\$37,423</b>	<b>\$615,175</b>	

ROP BALLFIELDS IMPROVEMENTS	\$0	\$0		\$0	
ROP SPORTS FIELDS LED RETROFIT	\$250,000	\$250,000		\$250,000	
ROP PLAYGROUND CANOPY	\$0	\$0		\$0	
<b>TOTAL ROYAL OAKS PARK PROJECTS:</b>	<b>\$250,000</b>	<b>\$250,000</b>	<b>\$0</b>	<b>\$250,000</b>	

PLAYGROUND RENOVATION	\$0	\$85,966		\$85,966	
MINI PARKS COMM CENT WEST	\$0	\$0		\$0	
<b>TOTAL PARK - WEST (MARY COLLINS):</b>	<b>\$0</b>	<b>\$85,966</b>	<b>\$0</b>	<b>\$85,966</b>	

**TOWN OF MIAMI LAKES  
FY 2018-19 AMENDED BUDGET**

**Revenue and Expenditure Detail by Line Item**

ACCOUNT NAME	FY2018-19 ADOPTED BUDGET	FY2018-19 AMENDED BUDGET	AMENDMENT AS OF 05/14/19	FY2018-19 REVISED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
MLOP STORAGE FACILITY	\$80,000	\$230,000		\$230,000	
MLOP WORKS OF ART/COLLECTIONS	\$0	\$15,000		\$15,000	
MLOP MASTER PLAN	\$553,625	\$998,529		\$998,529	
<b>TOTAL MIAMI LAKES OPTIMIST PARK</b>	<b>\$633,625</b>	<b>\$1,243,529</b>	<b>\$0</b>	<b>\$1,243,529</b>	
POCKET PARK SOD RESTORATION	\$0	\$0		\$0	
MINI PARKS IMPROVEMENTS	\$0	\$65,000		\$65,000	
<b>TOTAL MINI PARKS</b>	<b>\$0</b>	<b>\$65,000</b>	<b>\$0</b>	<b>\$65,000</b>	
PAR 3 PARK	\$150,000	\$150,000		\$150,000	
PASSIVE PARK DEVELOPMENT	\$30,000	\$30,000		\$30,000	
MADDEN'S HAMMOCK PARK/PROF SERVICES	\$0	\$0		\$0	
<b>TOTAL PASSIVE PARK DEVELOPMENT</b>	<b>\$180,000</b>	<b>\$180,000</b>	<b>\$0</b>	<b>\$180,000</b>	
<b>TOTAL PARKS IMPROVEMENTS EXPENDITURES</b>	<b>\$1,563,625</b>	<b>\$2,402,247</b>	<b>\$37,423</b>	<b>\$2,439,670</b>	

**TRANSPORTATION IMPROVEMENTS**

<b>REVENUES</b>					
SECOND LOC OPT GAS TAXE 3 CENT	\$152,000	\$152,000		\$152,000	
IMPACT FEES	\$0	\$0		\$0	
MPO GRANT - COMPLETE STREETS	\$0	\$0		\$0	
TPO GRANT - SMART MOBILITY	\$40,000	\$40,000		\$40,000	
FEDERAL GRANT - TRANSPORTATION ALTERNATIVE PROGRAM (TAP)	\$1,000,000	\$1,000,000		\$1,000,000	
SAFE ROUTES TO SCHOOL GRANT	\$521,638	\$721,638		\$721,638	
STATE GRANT	\$0	\$0		\$0	
1/2 CENT TRANS SA TX (SURTAX)	\$0	\$0		\$0	
COUNTY GRANT - CIGP - NW 59 AVE RDWY EXTENSION	\$1,140,500	\$1,140,500		\$1,140,500	
INTEREST INCOME	\$16,000	\$16,000		\$16,000	
INSURANCE CLAIMS		\$0		\$0	
GF TRANS FOR TRANSPORTATION	\$0	\$0		\$0	
TRANSF FR SPECIAL REVENUE FUND - PTP 80%	\$650,000	\$650,000	\$65,420	\$715,420	Transfer for NW 60th Avenue/Pedestrian Improvement project
TRANSF FRM DEVELOPER CONTRIBUTION IN LIEU OF ROAD IMPACT FEE FUND	\$0	\$0	\$57,335	\$57,335	Transfer for NW 67th Avenue Widening project
TRANSFER FROM SRF MOBILITY FEE FUND	\$314,500	\$314,500		\$314,500	
TRANS FROM RDWY IMPROV/GAS TAX	\$0	\$0	\$100,000	\$100,000	Transfer for NW 60th Avenue/Pedestrian Improvement project
CAPTRANSP BUDGET CARRYFORWARD	\$883,577	\$1,066,256		\$1,066,256	
<b>TOTAL REVENUES</b>	<b>\$4,718,215</b>	<b>\$5,100,894</b>	<b>\$222,755</b>	<b>\$5,323,649</b>	

**TOWN OF MIAMI LAKES  
FY 2018-19 AMENDED BUDGET**

**Revenue and Expenditure Detail by Line Item**

ACCOUNT NAME	FY2018-19 ADOPTED BUDGET	FY2018-19 AMENDED BUDGET	AMENDMENT AS OF 05/14/19	FY2018-19 REVISED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
<b>EXPENDITURES</b>					
SMART MOBILITY AND FUTURE TECHNOLOGY TRANSPORTATION STUDY	\$50,000	\$50,000		\$50,000	
CIP RESERVE FOR TRANSPORT	-\$511,432	-\$641,370		-\$641,370	
59TH AVENUE EXTENSION, PUBLIC WORKS STORAGE YARD AND BOAT YARD	\$2,340,500	\$2,342,799		\$2,342,799	
TRANSP LAKE SARAH IMPROV	\$0	\$59,500		\$59,500	
SAFE ROUTES TO SCHOOL ALONG MLS	\$685,400	\$1,043,861		\$1,043,861	
WINDMILL GATE ROAD IMPROVEMENTS	\$190,000	\$125,000		\$125,000	
PALMETTO & NW 67TH AVENUE WIDENING	\$441,747	\$441,747	\$57,335	\$499,082	Credit increase from in-lieu-of fees to cover project expense
COMPLETE STREET IMPLEMENTATION : BUSINESS PARK EAST (NW 60TH AVE)	\$1,115,000	\$1,197,494	\$165,420	\$1,362,914	Project fully funded
MIAMI LAKEWAY SOUTH RESURFACE	\$257,000	\$259,659		\$259,659	
ADAPTIVE SIGNALIZATION PROGRAM	\$0	\$72,204		\$72,204	
82ND AVENUE & OAK LANE RECONFIGURATION	\$0	\$0		\$0	
TRANSF TO STORMWATER CIP	\$150,000	\$150,000		\$150,000	
<b>TOTAL EXPENDITURES:</b>	<b>\$4,718,215</b>	<b>\$5,100,894</b>	<b>\$222,755</b>	<b>\$5,323,649</b>	

**STORMWATER IMPROVEMENTS**

<b>REVENUES</b>					
FEDERAL STIMULUS- STORMWATER	\$0	\$0		\$0	
STORMWATER GRANTS	\$0	\$425,000		\$425,000	
STORMWATER GRANTS	\$875,000	\$1,000,000		\$1,000,000	
FEMA - WEST LAKE PHASE 3	\$1,462,500	\$1,462,500		\$1,462,500	
STATE LEGISLATIVE GRANT - WEST LAKE PHASE 3	\$500,000	\$500,000		\$500,000	
STATE LEGISLATIVE GRANT - ROYAL OAKS DRAINAGE	\$500,000	\$500,000		\$500,000	
CAPITAL SW BUDGET CARRYFORWD	\$0	-\$356,482		-\$356,482	
TRANSF IN-PEOPLES TRANSPORTATION PRGM	\$150,000	\$150,000		\$150,000	
TRANSF IN-STORMWATER	\$350,000	\$350,000		\$350,000	
CAPTRANSF BUDGET CARRYFORWARD	\$0	\$0		\$0	
<b>TOTAL REVENUES:</b>	<b>\$3,837,500</b>	<b>\$4,031,018</b>	<b>\$0</b>	<b>\$4,031,018</b>	

**TOWN OF MIAMI LAKES  
FY 2018-19 AMENDED BUDGET**

**Revenue and Expenditure Detail by Line Item**

ACCOUNT NAME	FY2018-19 ADOPTED BUDGET	FY2018-19 AMENDED BUDGET	AMENDMENT AS OF 05/14/19	FY2018-19 REVISED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
<b>EXPENDITURES</b>					
WEST LAKE ROADWAY & DRAINAGE - NW 148TH TERRACE/ NW 148TH STREET/ NW 149TH TERRACE	\$1,962,500	\$1,980,000		\$1,980,000	
83RD PLACE DRAINAGE	\$0	\$0		\$0	
ROYAL OAKS DRAINAGE & ROADWAY IMPROVS	\$1,000,000	\$1,002,694		\$1,002,694	
CANAL BANK STABILIZATION - PHASE 1	\$0	\$0		\$0	
CANAL BANK STABILIZATION - PHASE 2	\$875,000	\$906,766		\$906,766	
LAKE MARTHA DRAINAGE IMPROVEMENT	\$0	\$0		\$0	
LAKE SARAH IMPROVEMENT	\$0	\$110,500		\$110,500	
OPERATING CONTINGENCY- STORM	\$0	\$31,058		\$31,058	
<b>TOTAL EXPENDITURES:</b>	<b>\$3,837,500</b>	<b>\$4,031,018</b>	<b>\$0</b>	<b>\$4,031,018</b>	
	<i>\$3,837,500</i>				
<b>TOTAL CAPITAL FUND PROJECTS REVENUES</b>	<b>\$10,146,307</b>	<b>\$11,578,690</b>	<b>\$260,178</b>	<b>\$11,838,868</b>	
<b>TOTAL CAPITAL FUND PROJECTS EXPENDITURES</b>	<b>\$10,146,307</b>	<b>\$11,578,690</b>	<b>\$260,178</b>	<b>\$11,838,868</b>	





## **Town of Miami Lakes Memorandum**

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**To: Honorable Mayor and Councilmembers**  
**From: Edward Pidermann, Town Manager**  
**Subject: Street Side Yard Patios in RU-1Z Lots**  
**Date: 5/14/2019**

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### **Recommendation:**

Staff recommends approval of the ordinance permitting decks in the street side yard setback of RU-1Z corner lots providing for a minimum setback of three (3) feet and to allow up to 60% of the required yards of such lots to be impervious.

### **Background:**

At the June 5, 2018, Town Council meeting, an item was introduced during the Manager's Report which addressed the possibility of permitting corner lots zoned RU-1Z, Single Family Zero Lot Line, to have decking located within the required street side yard setback. The attached report and ordinance is reflective of that direction.

The following is a brief description of the proposed changes.

Require minimum street side setback of three (3) feet for RU-1Z corner lots. A minimum setback of three (3) feet is required. This standard provides for some pervious area to capture runoff.

Maximum impervious for all yards total. The proposed ordinance adjusts the maximum total impervious area for all yards for RU-1Z corner lots from 50% to 60%, and allows for a waiver of this requirement if certain conditions are met.

On September 19th 2018, the Planning and Zoning Board, acting in their capacity as the Local Planning Agency, heard the item and recommended approval with the condition that the changes apply only to corner lots.

### **ATTACHMENTS:**

Description

Ordinance in 2nd Reading

Staff Report

ORDINANCE NO. 19-\_\_

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, RELATING TO ZONING; AMENDING CHAPTER 13, LAND DEVELOPMENT CODE, AT ARTICLE V, SECTION 13-1507, ENTITLED “DECKS AND WALKWAYS,” PERMITTING DECKS TO BE LOCATED WITHIN THE REQUIRED STREET SIDE YARD SETBACK OF CORNER LOTS FOR PROPERTIES ZONED RU-1Z; PROVIDING FOR INCLUSION INTO THE CODE; PROVIDING FOR ORDINANCES IN CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE. (Cid)**

**WHEREAS**, on June 5, 2018, the Town Council of the Town of Miami Lakes directed the Town Manager to explore the possibility of permitting corner lots zone RU-1Z, Single Family Zero Lot Line, to have a patio slab within a required fifteen (15) street side yard where only a three (3) foot walkway is permitted today; and

**WHEREAS**, Town Staff studied the matter and found the impact of such a change would be minimal provided the change was limited to corner lots; and

**WHEREAS**, this proposed ordinance is reflective of the Town Council’s request by permitting a patio slab in a required street side yard, provided there is a minimum setback of three (3) feet to the property line, the impervious area of the street side yard does not exceed 60 percent, and the impervious area of all the yards combined does not exceed 60 percent; and

**WHEREAS**, on July 18, 2018, the Planning and Zoning Board, acting in its capacity as the Local Planning Agency, heard the item at a duly noticed public hearing and forwarded a recommendation of approval to the Miami Lakes Town Council; and

**WHEREAS**, on April 9, 2019, the Town Council at a duly noticed public hearing, moved the item on First Reading; and

**WHEREAS**, on May \_\_\_\_\_, 2019, the Town Council considered the ordinance at a duly advertised public hearing; and

**WHEREAS**, to that end, the Town Council of the Town of Miami Lakes hereby finds and declares that adoption of this Ordinance is appropriate and advances the public interest.

**THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES AS FOLLOWS:**

**Section 1. Recitals.** Each of the above stated recitals is true and correct and is incorporated herein by this reference.

**Section 2. Amendment.** Section 13-1507 is hereby amended as provided at Exhibit “A”.

**Section 3. Repeal of Conflicting Provisions.** All provisions of the Code of the Town of Miami Lakes that are in conflict with this Ordinance are hereby repealed.

**Section 4. Severability.** The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**Section 5. Inclusion in the Town Code.** It is the intention of the Town Council, and it is hereby ordained, that the provisions of this Ordinance shall become and be made part of the Town Code and that if necessary the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word “Ordinance” shall be changed to “Article”, “Division” or other appropriate word.

**Section 6. Effective Date.** That this Ordinance shall be effective immediately upon its adoption on second reading.

The foregoing Ordinance was offered by Councilmember \_\_\_\_\_, who moved its adoption on first reading. The motion was seconded by Councilmember \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

**FIRST READING**

The foregoing ordinance was offered by Councilmember \_\_\_\_\_ who moved its adoption on first reading. The motion was seconded by Councilmember \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Nelson Rodriguez	_____
Councilmember Carlos O. Alvarez	_____
Councilmember Luis Collazo	_____
Councilmember Joshua Dieguez	_____
Councilmember Jeffrey Rodriguez	_____
Councilmember Marilyn Ruano	_____

Passed on first reading this \_\_\_\_\_ day of April, 2019.

[THIS SPACE INTENTIONALLY LEFT BLANK]

**SECOND READING**

The foregoing ordinance was offered by Councilmember \_\_\_\_\_ who moved its adoption on second reading. The motion was seconded by Councilmember \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Nelson Rodriguez	_____
Councilmember Carlos O. Alvarez	_____
Councilmember Luis Collazo	_____
Councilmember Joshua Dieguez	_____
Councilmember Jeffrey Rodriguez	_____
Councilmember Marilyn Ruano	_____

Passed and adopted on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

---

Manny Cid  
MAYOR

Attest:

---

Gina Inguanzo  
TOWN CLERK

Approved as to form and legal sufficiency:

---

Raul Gastesi  
Gastesi & Associates, P.A.  
TOWN ATTORNEY

EXHIBIT A

ORDINANCE

CHAPTER 13 – LAND DEVELOPMENT CODE

\* \* \*

ARTICLE V. ALLOWABLE ENCROACHMENTS INTO THE REQUIRED YARDS AND  
EXCEPTIONS TO THE MAXIMUM PERMITTED HEIGHTS

\* \* \*

Sec. 13-1507. - Decks and walkways.

Single-family and two-family residential lots or parcels shall comply with the following for at-grade decks. At-grade decks and walkways are defined as decks or walkways that are not more than six inches above the established grade. Decks or walkways higher than six inches above the established grade shall be considered accessory structures and must comply with the setback and lot coverage restrictions for accessory structures elsewhere in this Code.

- (1) Required front yard. At-grade decks shall be permitted to project a maximum of five feet into the required front yard. One walkway with a maximum width of six feet shall be permitted from the entrance of the residence to the front property line.
- (2) Required side yards. Except as provided below, Decks shall not be permitted within the required side yards. Three feet wide walkways, steps or entrance stoops shall be permitted within the required side yards, set back a minimum of two feet from the side interior property line.
- (3) Required rear yard. At-grade decks or walkways constructed of wood, concrete, brick pavers set in sand or of similar impervious materials shall be set back a minimum of five feet from the rear and interior side property lines. For zero lot line developments the decks or walkways shall be set back three feet from the rear property line, zero feet from the zero-lot line side and four feet from the other interior side property line. For all corner lots the decks shall comply with the required street side setbacks for the main structure. However, corner lots zoned RU-1Z shall be permitted to have a deck or patio in the required street side yard area provided:
  - (a) a minimum setback of three feet is provided to the property line; and
  - (b) it is behind an opaque fence; and
  - (c) one of the following water-retaining improvements are built in the three-foot setback:
    - A berm of no less than twelve inches above adjacent grade at its highest point
    - A swale of no less than twelve inches below adjacent grade at its lowest point

- A retaining wall constructed of a single slab of concrete, on no less than twelve inches above adjacent grade at its highest point
- (4) The maximum impervious area permitted for driveways, walkways, porches, decks, etc. (including brick pavers set in sand), in the required front and side yards facing a street shall be 60 percent for each yard. This provision, as it pertains to RU-1Z zone corner lots shall be waived if the requirements of item (3) (c), above, are met.
- (5) In no instance shall the total impervious areas (including brick pavers set in sand) of all the required yards on a lot or parcel exceed 50 percent. The total impervious areas (including brick pavers set in sand) of all required yards on a RU-1Z zoned lot shall not exceed 60%. This provision, as it pertains to RU-1Z zone corner lots shall be waived if the requirements of item (3)(c), above, are met.





Department of Planning, Zoning and Code Compliance  
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)

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## Staff Analysis and Recommendation

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**To:** Honorable Mayor and Members of the Town Council  
**From:** Edward Pidermann, Town Manager  
**Subject:** Street Side Yard Patios in RU-1Z Lots  
**Date:** April 9, 2019

---

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, RELATING TO ZONING; AMENDING CHAPTER 13, LAND DEVELOPMENT CODE, AT ARTICLE V, SECTION 13-1507, ENTITLED "DECKS AND WALKWAYS," PERMITTING A DECK TO BE LOCATED WITHIN THE REQUIRED STREET SIDE YARD SETBACK OF CORNER LOTS FOR PROPERTIES ZONED RU-1Z; PROVIDING FOR INCLUSION INTO THE CODE; PROVIDING FOR ORDINANCES IN CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

### A. BACKGROUND

At the June 5, 2018, Town Council meeting, an item was introduced during the Manager's Report which addressed the possibility of permitting corner lots zoned RU-1Z, Single Family Zero Lot Line, to have decking located within the required street side yard setback. The presentation relied upon preliminary research that found the majority of RU-1Z zoned corner lots tended to be wider than the interior lots. The preliminary conclusion, pending further research, was that such an accommodation may be possible. The logic relied upon there being similar construction on corner lots as found on interior lots, thus freeing up more land to capture stormwater runoff from impervious areas. The Town Council directed the Town Manager to explore the possibility and return with an ordinance if the additional research supported the initial conclusion. Staff's additional research found that it may be possible to permit street side yard decks, however the recommendation includes a cautionary note as presented in the coming paragraphs.

On September 19th, 2018, the Planning and Zoning Board, acting in their capacity as the Local Planning Agency, heard the item and recommended approval with the condition that the changes apply only to corner lots.

## B. PROPOSED CHANGES

The following described elements are presented in the same order that they appear in the proposed ordinance.

*Require minimum street side setback of four (3) feet for RU-1Z corner lots.* A minimum setback of four (3) feet is required. This standard provides for some pervious area to capture runoff provided that a berm, a swale or a retaining wall be provided to avoid water runoff.

*Maximum impervious for all yards total.* The proposed ordinance adjusts the maximum total impervious area for all yards total for RU-1Z corner lots from 50% to 60%, unless the previously mentioned berm, swale, or retaining wall are provided.

Zero Lot Line Corner Lots			
60'X100' Lot	Total Area		Notes
	Pervious	Impervious	
Current Code	32%	68%	3' Wide walk way - 50% max deck coverage
Proposed Change	21%	79%	4' Minimum Setback 60% total Deck coverage

## C. EVALUATION AND STUDY

*Description of affected properties.* The Town's RU-1Z zoned properties are concentrated in the southwest quadrant of the Town in an area commonly referred to as West Lakes. Approximately 1,088 homes within the West Lakes neighborhood are zoned RU-1Z. Of those lots, approximately 174 are considered corner lots. Zero lot line developments are characterized by a type of housing configuration whereby one portion of the principal building is built to the property line with setbacks provided along the front, rear and the other side of the property. For interior lots, that side yard setback is typically ten (10) feet and includes a four (4) foot platted easement to the benefit of the adjacent neighbor for drainage and for maintenance access. Please note, not all of the lots within the West Lake neighborhood are zoned RU-1Z. Approximately 209 are zoned RU-1 and RU-1A and would not be subject to this proposed ordinance (Attachment A).

*Intent of a required (street side) yard.* To understand staff's findings, it is important to also understand what a required yard is and what purpose it serves. A required yard is that portion of the property that, notwithstanding fencing and other specified accessory structures, is required to be clear of any structures from ground to sky. The required street side yard within the RU-1Z district is 15 feet and the current code limits decking within that area to a three (3) foot wide walkway. The intent of the street side yard requirement is both for esthetics and functionality.

*Aesthetic and landscaping considerations.* Visually, setbacks in single family residential neighborhoods contribute to the sense of openness. This is achieved by keeping required yards largely clear of structures. The vast majority of the corner lots in the West Lake neighborhood have fences built near or at the street side property line. Hence, the visual concern of decking a portion of the required street side yard is largely ameliorated by opaque fencing. Further, staff believes any decking behind fencing meets the visual aspect of the intent of the street side yard setback requirement.

Required yards provide the opportunity for the planting of shade trees that contribute to the overall tree canopy, which is a hallmark of the Town of Miami Lakes. Further, any shade tree plantings within the yards serve to cool the property and our urban environment. Increasing the amount of permitted decking reduces the opportunity to plant shade trees. To overcome this challenge, it is recommended that a three (3) foot setback be required and no more than 60% of the required side yard may be decked. It is worth noting that the Town is pursuing urban reforestation efforts to replenish lost canopy within its neighborhoods. The West Lake neighborhood represents a particular challenge in achieving that objective.

*Drainage.* As a functional matter, pervious open space is essential to promote infiltration and to reduce overall site runoff. Even with onsite pervious areas, the natural slope of a property may result in some runoff onto the adjacent rights-of-way. A property without pervious area will drain all stormwater onto the neighbor's property and onto the rights-of-way. Portions of the West Lake neighborhood have drainage issues that the Town is actively addressing. The neighborhood is identified in the Town's Storm Water Master Plan (originally adopted in 2003 and updated in 2012<sup>1</sup>) for needed upgrades to the storm water system. A Marlin Engineering study complete in 2012, as precursor to reconstruction of the drainage system designs, found that the existing drainage system is a disjointed-unconnected network, that there are poor drainage soil types (Plantation Muck) within the area, and that very little area of the rights-of-way are pervious<sup>2</sup>. The prevailing development pattern within West Lake community itself also appears to be contributing to flooding challenges. The Marlin study assumed a pervious area percentage of privately held lands at 15%. It is in part for these reasons that flooding is a challenge in the West Lake neighborhood.

CORNER LOT	Lot Information			Building Info		Required Yards												Total	Percent
						Front Yard				Str/Int Side Yard				Rear Yard				Impervious	Impervious
	Width	Depth	Area	% Cov	Bldg	S/B	Area	Ratio	Imperv	S/B	Area	Ratio	Imperv	S/B	Area	Ratio	Imperv		
Patio allowed	60	100	6000	0.5	3000	20	1200	0.5	600	15	1200	0.2	240	10	450	0.5	225	4065	68%
Only Walkway	60	100	6000	0.5	3000	20	1200	0.5	600	15	1200	0.5	600	10	450	0.5	225	4425	74%
60% Impervious	60	100	6000	0.5	3000	20	1200	0.6	720	15	1200	0.6	720	10	450	0.6	270	4710	79%

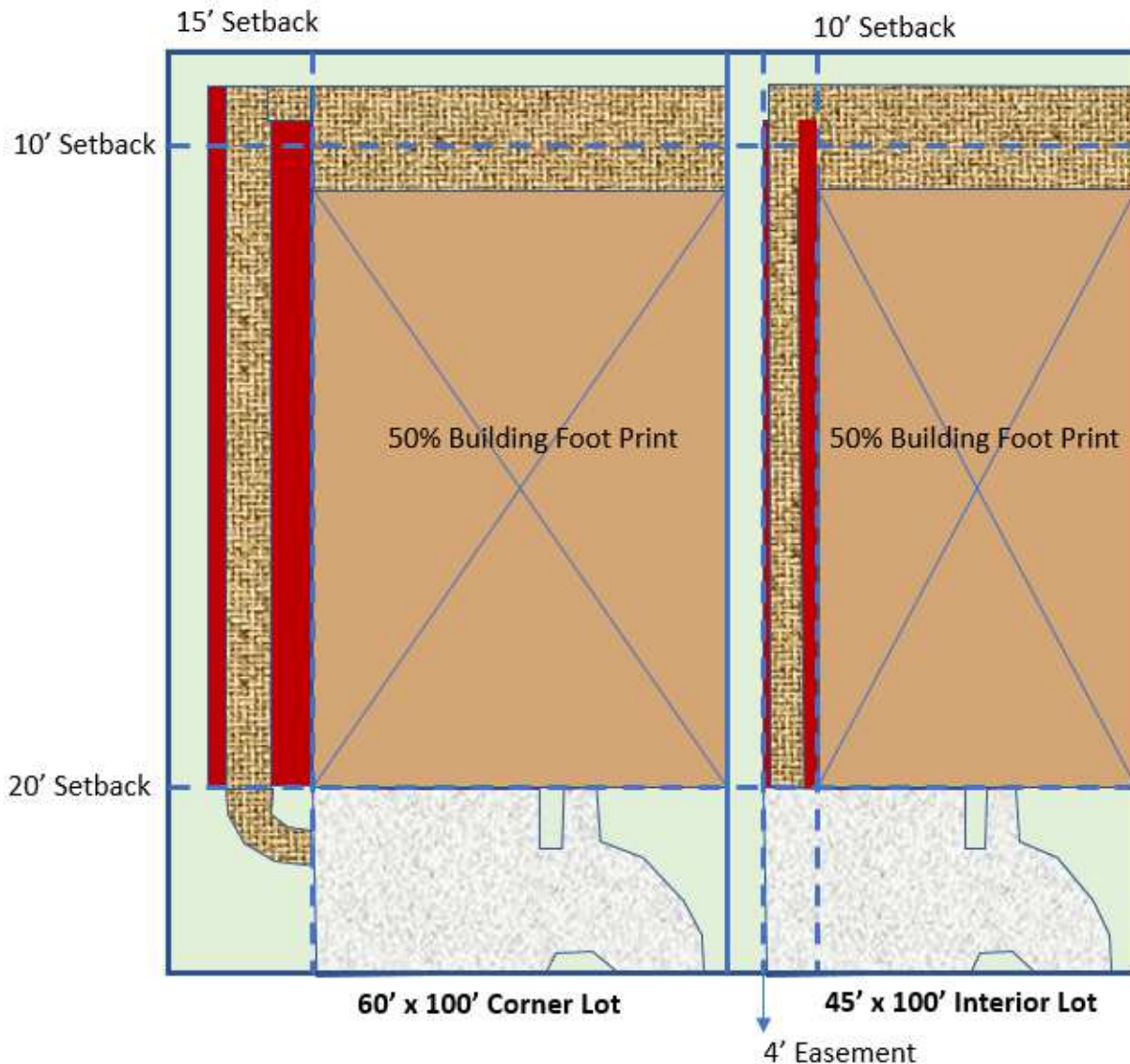
INTERIOR LOT	Lot Information			Building Info		Required Yards												Total	Percent
						Front Yard				Str/Int Side Yard				Rear Yard				Impervious	Impervious
	Width	Depth	Area	% Cov	Bldg	S/B	Area	Ratio	Imperv	S/B	Area	Ratio	Imperv	S/B	Area	Ratio	Imperv		
Patio allowed	45	100	4500	0.5	2250	20	900	0.5	450	10	800	0.5	400	10	350	0.5	175	3275	73%
Only Walkway	45	100	4500	0.5	2250	20	900	0.5	450	10	800	0.3	240	10	350	0.5	175	3115	69%
60% Impervious	45	100	4500	0.5	2250	20	900	0.6	540	10	800	0.6	480	10	350	0.6	210	3480	77%

In the RU-1Z district, maximum lot coverage for the principal building is 50% and the required impervious area for any one yard cannot be more than 60%. The 60% rule, however is misleading since the total impervious area for all required yards combined cannot exceed 50%. Regardless, the result is a reduced area for on-site infiltration and reduction of storm water runoff. As stated above, all side yards are currently limited to a three (3) foot wide walkway. For a corner lot (60' x 100' lot) at max buildout, that would leave approximately 32% of the land available for drainage. Interior lots (45' x 100') would have on average 31%

<sup>1</sup> Original Storm Water Master Plan and the update were prepared by Kimley Horn.

<sup>2</sup> "Drainage Report for the design of Miami-Lakes, West" Marlin Engineering, Inc. January 2012.

pervious<sup>3</sup>. If the street side yard were permitted to be decked, with the totality of all decking (including driveways and front walk ups) equaling 50% for all required yards, the remaining impervious area would be roughly 26%. Applying the same standard to an interior lot would result in 27% available for drainage. To be clear, these numbers are ballpark figures and do



not account for other decked portions of the property that are not a required yard or include the building footprint. It is possible that the numbers represented in this portion of the research are high and as such are presented for the purpose of comparison and affect. The following paragraph speaks to that point.

As mentioned previously, a drainage project commenced in the West Lake neighborhood to ease the flooding of the rights-of-way caused by rain events. The first two phases are complete and involved a storm drainage trunk line that runs underneath the length of NW 89<sup>th</sup> Avenue in the West Lake neighborhood (Attachment B). The next phase, which is to be

<sup>3</sup> Minimum lot width in the RU-1Z is 45 feet with a minimum area of 4,500 square feet. This equates to a typical lot that is 45 feet by 100 feet. Corner lots in the West Lake neighborhood range in width from 55 feet to 80 feet. For the purpose of this review, the typical corner lots is assumed to be 60 feet wide to accommodate the additional required setback.

delivered over two separate construction cycles, involves infiltration trenches along select streets (Attachment C). Despite the pervious area calculations above, the Marlin Engineering study found that actual available surface level pervious area (private land plus rights-of-way) for each of the basins is between 14.5% and 16.3% (Attachment D). Whether these numbers are conservative or not, the Marlin study reflects that very little water is being absorbed at ground level, and the pervious area that is available is generally understood to be of a poor quality<sup>4</sup>. In general, rights-of-way are designed to serve as the principal overflow reservoir to capture water throughout the neighborhood during significant storm events. However, in light of the calculations above and the observed conditions of West Lake neighborhood, there is an unintended reliance on the rights-of-way for stormwater management. As a result, and notwithstanding other factors, the adjacent roadways in the West Lake neighborhood tend to flood more often. Estimated at \$1.6 million, the current phase of the drainage project is designed to capture that water and drain it into infiltration pipes under the roadway at depths of 10 to 15 feet. Yet, a drainage project is not scheduled for every street that comprises the West Lake neighborhood.

*Corner lot versus interior lot conundrum.* The above information is shared to put the proposed amendment in context. A block in West Lake can have as many as 47± and as few as six (6) homes on it. Hence corner lots, by their nature are fewer in number than interior lots. While permitting additional decking does reduce the amount of pervious area, the impact is limited given the relative number of corner lots versus interior lots. In this case, only 16% of the RU-1Z lots are situated on a corner.

The slippery slope comes when owners of the interior lots expect similar consideration as that being contemplated for corner lots. And this issue has already been broached and includes the question as to whether interior lots may deck over the four (4) foot platted easement. As one can see the issue is the same, decking of the side yard and the resulting loss of pervious area. Just permitting decking up to the easement line in the side yard of an interior lot, and again relying on the same assumptions in the paragraphs above, could result in approximately 27% pervious area to remain. This scenario, together with the corner lot proposal (which provides only 26% pervious), would likely increase the impact of water flowing into the rights-of-way. Remember, these numbers are simply used to represent potential impact, as actual available pervious area as identified in the Marlin study is lower.

*60% versus 50%.* As mentioned above, maximum impervious area for any given required yard is 60%. But, at no time can the total of all yards combined exceed 50% impervious. This rule is reintroduced here because it potentially means any additional impervious area being added to a side yard may limit impervious areas in others. Since all yards may not exceed the 60% rule, the suggestion here is to allow the corner lots to apply it as the total pervious area of all yards. Using the formula described above, that would result in a pervious area for the entire lot at 21% (versus 26% when applying the 50% rule). Applying the relaxed standard would enable property owners to enjoy maximized decking within the side and rear yards areas. Again, given the relative number of corner lots, the impact would be minor. However, for the purposes of comparison, the 60% rule applied to the interior lots would be 23% pervious area (versus 27% when applying the 50% rule). Applying the rule to all lots would likely have a more significant impact.

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<sup>4</sup> As stated earlier, the Marlin study found one of the soil types to be Plantation Muck. With the majority of the pervious area located on private lands, it is likely that is where this soil type is located. The other soils identified are more consistent with that which would be found around road prepared surface areas.

*Summary.* Any increase in impervious areas will likely have an impact on the West Lake neighborhood. Nevertheless, at just 16% of the homes in the neighborhood, the impact is likely to be relatively small if limited to corner lots. The cautionary tale, however, is whether the same accommodation is to be extended to interior lots. This scenario will most certainly have a greater impact that could increase flooding in the community and hamper the effectiveness of the current drainage project. Therefore, any decision to increase impervious area should be limited in its applicability.

#### **D. STAFF RECOMMENDATION**

Based on the analysis provided below and other factors contained in this report, Staff recommends approval of the ordinance amending the minimum street side setback requirement and maximum impervious surface for all yards for RU-1Z corner lots.

#### **E. ANALYSIS**

The Land Development Code provides that all proposed amendments to the LDC shall be evaluated by the Administrative Official, the Local Planning Agency and the Town Council, and that, in evaluating the proposed amendment, the criteria in Subsection 13-306(b) shall be considered. All portions of this report are hereby incorporated into all portions of this analysis. The following is a staff analysis of the criteria as applied to this ordinance.

**1. Whether the proposal is consistent with the Comprehensive Plan, including the adopted infrastructure minimum levels of service standards and the concurrency management program.**

*Analysis:* See Sections “A”, Background; “B”, Proposed Changes, and Section “C”, Evaluation and Study; of this report. As proposed, and presented in Section “A”, “B”, and “C” above, the amendment conforms to the following policy of CDMP below. The proposal does not appear to significantly impact the ongoing drainage projects within the West Lake neighborhood.

Policy 4C.1.2: Utilizing funding obtained from its newly-established Stormwater Utility, the Town will allocate sufficient funds in to address existing stormwater deficiencies identified in the Stormwater Master Plan.

*Finding:* Complies

**2. Whether the proposal is in conformance with all applicable requirements of this Code of Ordinances, including this chapter.**

*Analysis:* See Sections “A”, Background; “B”, Proposed Changes, and Section “C”, Evaluation and Study; of this report. The amendment attempts to address corner lots in RU-1Z districts in a proportionately. Corner lots tend to be larger and may have more land available to utilize for pervious area. In this light, the proposed ordinance conforms with the Town’s LDC’s. A review of the LDC’s found no conflicts.

*Finding:* Complies.

3. **Whether, and the extent to which, land use and development conditions have changed since the effective date of the existing regulations, and whether such changes support or work against the proposed change in land use policy.**

*Analysis* See Sections “A”, Background; “B”, Proposed Changes, and Section “C”, Evaluation and Study; of this report. Many corner lots with the RU-1Z zoning have decked the street side yard. It is difficult to tell how many of those properties did so with the benefit of a permit. Regardless, an appropriate remedy may be to permit some decking to occur, while still providing for pervious and landscaping areas. This ordinance attempts to strike that balance. The proposal appears to have only a minimal impact regarding on site drainage and the ongoing storm water drainage program pursued by the Town appears to implement conservative calculations in designing for storm water runoff capture.

*Finding:* Complies.

4. **Whether, and the extent to which, the proposal would result in any incompatible land uses, considering the type and location of uses involved, the impact on adjacent or neighboring properties, consistency with existing development, as well as compatibility with existing and proposed land use.**

*Analysis:* See Sections “A”, Background; “B”, Proposed Changes, and Section “C”, Evaluation and Study; of this report. The proposed ordinance does not change the main permitted use of the property, however it does provide some consideration regarding decking for larger corner lots within RU-1Z districts. There exists decking in the West Lake neighborhood that may or may not have been built with the benefit of permits. The ordinance seeks to find a remedy with the least amount of impact. However, the ordinance would not apply to all RU-1Z properties. As such, it is essential for the Town Council to consider the benefit of approving the ordinance against its limited availability and the overall impact that decision would render.

*Finding:* As determined by the Town Council.

5. **Whether, and the extent to which, the proposal would result in demands on transportation systems, public facilities and services, exceeding the capacity of such facilities and services, existing or programmed, including schools, transportation, water and wastewater services, solid waste disposal, drainage, water supply, recreation, education, emergency services, and similar necessary facilities and services.**

*Analysis:* See Sections “A”, Background; “B”, Proposed Changes, and Section “C”, Evaluation and Study; and Criteria 1, 2, and 4, of this report. If the approval is limited to only corner lots, the impact will likely be minimal to the neighborhoods storm drainage system.

*Finding:* Complies.

6. **Whether, and the extent to which, the proposal would result in adverse impacts on the natural environment, including consideration of wetland protection, preservation of any groundwater aquifers, wildlife habitats, and vegetative communities.**



Analysis: The proposed ordinance does not impact the above systems.

*Finding:* Complies.

**7. Whether, and the extent to which, the proposal would adversely affect the property values in the affected area, or adversely affect the general welfare.**

*Analysis:* See Sections “A”, Background; “B”, Proposed Changes, and Section “C”, Evaluation and Study and Criteria 1, 2, and 4, of this report. If the approval is limited to only corner lots, the impact will likely be minimal to the neighborhoods storm drainage system.

*Finding:* Complies.

**8. Whether the proposal would result in an orderly and compatible land use pattern. Any positive and negative effects on such pattern shall be identified.**

*Analysis:* See Sections “A”, Background; “B”, Proposed Changes, and Section “C”, Evaluation and Study and Criteria 1, 2, and 4, of this report. Section “B” provides a full description of the positive and negative effects of the proposal. In summary, if the approval is limited to only corner lots, the impact will likely be minimal to the neighborhoods storm drainage system.

*Finding:* Complies.

**9. Whether the proposal would be in conflict with the public interest, and whether it is in harmony with the purpose and intent of this chapter.**

*Analysis:* See Sections “A”, Background; “B”, Proposed Changes, and Section “C”, Evaluation and Study and Criteria 1, 2, and 4, of this report. If approved, it will provide an opportunity for additional decking on corner lots and to bring properties that installed decking without permits to come into compliance.

*Finding:* Complies.

**10. Other matters which the Local Planning Agency or the Town Council, in its legislative discretion, may deem appropriate.**

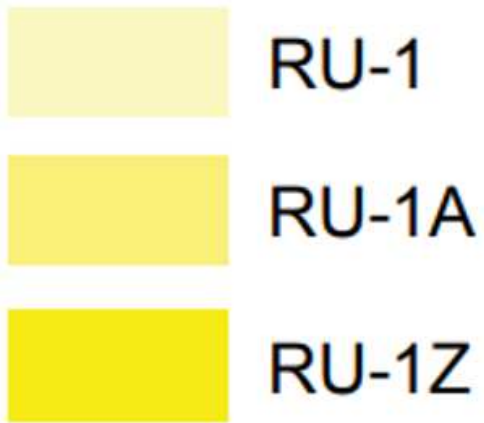
*Analysis:* See Sections “A”, Background; “B”, Proposed Changes, and Section “C”, Evaluation and Study; and all portions of this analysis. The Local Planning Agency and the Town Council may consider other appropriate factors to determine whether the proposed FLUM amendment is appropriate and consistent with the public interest. The Analysis Section addressed the conditions suggested by the Planning and Zoning Board.

*Finding:* As determined by the Town Council.



## ATTACHMENT A

### ZONING MAP



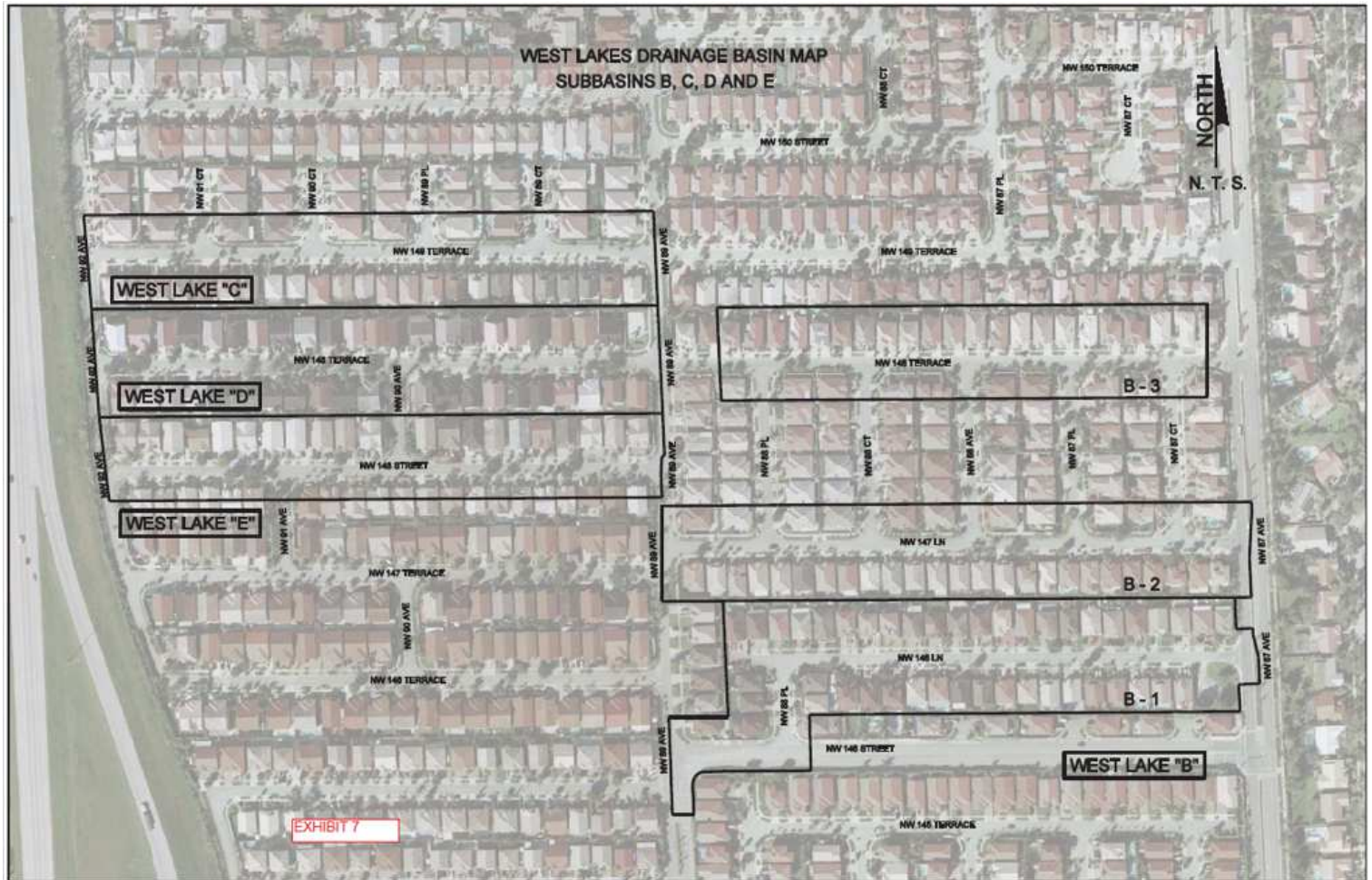
**ATTACHMENT B**  
**WEST LAKE MAIN TRUNK LINE**  
**(PHASE 1 and 2)**



# ATTACHMENT C

## UPCOMING DRAINAGE PROJECTS

### WEST LAKE



<sup>5</sup> “Drainage Report for the design of Miami-Lakes, West” Marlin Engineering, Inc. January 2012.



# ATTACHMENT D

## WEST LAKE DRAINAGE SITE DATA

Site Development Data ( Miami Lakes, West): Part 1

TOWN OF MIAMI LAKES - WEST LAKES DRAINAGE IMPROVEMENTS						
	Pervious/Impervious Area of West Lakes B,C,D and E (ACRES)					
	B-1	B-2	B-3	E	D	C
Private Area	4.9	3.7	3.1	3.2	4.5	3.6
Pervious Private Area (15%)	0.9	0.7	0.6	0.6	0.8	0.6
Green Area	0.3	0.4	0.3	0.3	0.3	0.3
Asphalt Plus Concrete	2.0	1.8	1.3	1.5	1.5	1.6
R/W Area	2.3	2.2	1.6	1.8	1.8	2.0
Total Area	8.0	6.6	5.3	5.1	7.1	6.2
Total Pervious	1.2	1.1	0.9	0.8	1.1	1.0
% Previous	14.5	16.3	16.1	16.1	15.1	15.9
Average % Pervious					15.7	

Site Development Data ( Miami Lakes, West) Part: 2

TOWN OF MIAMI LAKES - WEST LAKES DRAINAGE IMPROVEMENTS						
	Elevation Analysis of West Lakes B,C,D and E					
	B-1	B-2	B-3	E	D	C
Ave. edeg of Pavement	6.50	6.94	6.93	6.88	7.28	6.65
Min. Road CL elevation	6.17	6.60	6.76	6.91	6.78	6.34
Avg. Road CL elevation	6.89	7.21	7.18	7.25	7.48	7.08
Max. Road CL elevation	7.39	7.80	7.75	7.85	8.02	7.67
Min. FFE elevation	6.84	7.27	7.43	7.58	7.45	7.01
Avg. FFE elevation	7.56	7.88	7.85	7.92	8.15	7.75
Max. FFE elevation	8.06	8.47	8.42	8.52	8.69	8.34

Note : It is assumed Finish Floor Elevation (FFE)= Road CL ele. + 8"

<sup>6</sup> "Drainage Report for the design of Miami-Lakes, West" Marlin Engineering, Inc. January 2012.



## **Town of Miami Lakes Memorandum**

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**To: Honorable Mayor and Councilmembers**  
**From: Edward Pidermann, Town Manager**  
**Subject: Recommendation to Award a Contract for Royal Oaks Drainage and Roadway Improvements Phase I RFP No. 2019-19**  
**Date: 5/14/2019**

---

### **Recommendation:**

It is recommended that the Town Council award a contract to RG Underground Engineering, Inc. ("RG Underground"), the highest ranked proposer, for the Royal Oaks Drainage and Roadway Improvements Phase I in an amount not to exceed \$1,242,377. This amount includes RG Underground's bid amount of \$1,129,433.03 and a contingency amount of \$112,943.97, approximately 10%, for unforeseen circumstances. Construction is anticipated to be completed within 230 days after Notice to Proceed ("NTP"). This is a state grant funded project by the State of Florida Department of Environmental Protection. Funds for this project are also budgeted from the Stormwater Improvements under the Capital Projects Fund.

### **Background:**

The Royals Oaks community in the northwestern portion of the Town continues to be adversely impacted by flooding events, and therefore, is addressed as a priority project in the Stormwater Master Plan to protect surface water quality, reduce flooding, and decrease the number of potholes/sinkholes. The Royal Oaks Drainage and Roadway Improvement project will focus on restoring and resurfacing the existing roadway surface, adding pavement markings and signage, constructing stormwater pipes, and adding catch basins, French drains, and manholes to provide water quality and quantity treatment.

The Town issued RFP 2019-19 for the Royal Oaks Drainage and Roadway Improvements Phase I on February 3, 2019. The RFP was advertised in the Miami Daily Business Review, posted to DemandStar, Public Purchase, and posted in the Government Center Lobby.

To qualify for award, prospective Proposers were required to:

1. Possess a current certified license as a General Engineering Contractor from the State of Florida, a Certificate of Competency from the Miami-Dade County's Construction Trades Qualifying Board as a General Engineering Contractor, or as a Specialty Engineering Contractor under which the work can be performed;
2. Have been in business for a minimum of five (5) years;
3. Provide at least three (3) verifiable client references demonstrating the successful completion of at least here (3) roadway improvement projects which included drainage improvements within the last five (5) years, where the value of each project exceeded \$500,000; and

4. Be capable of self-performing at least 30% of the Work required.

On the date of the bid opening/proposal deadline, March 13, 2019, we received nine (9) proposals from the following Proposers:

1. Acosta Tractors, Inc. ("Acosta")
2. American Pipeline Construction ("American Pipeline")
3. Maestre Construction, Inc. ("Maestre")
4. Metro Express Corp. ("Metro")
5. Quality Paving Corp. ("Quality Paving")
6. R.P. Utility & Excavation Corp. ("R.P.")
7. RG Underground Engineering, Inc. ("RG Underground")
8. V Engineering and Consulting Corp. ("V Engineering")
9. Zahlene Enterprises, Inc. ("Zahlene")

An Evaluation Committee was appointed, comprised of the following members:

1. Omar Santos, Public Works Engineer, Town of Miami Lakes
2. Michelle Gonzalez, Senior Transportation Manager, Town of Miami Lakes
3. Carlos Herdocia, Stantec Consulting Services, Inc

Procurement performed a due diligence review of the proposals for responsiveness and found that American Pipeline, Maestre, Metro, and V Engineering submitted non-responsive proposals. American Pipeline did not meet minimum qualification #2, which required Proposers to have been in business for a minimum of five (5) years. Maestre was found non-responsive because they did not meet minimum qualification #3, which required Proposers to provide three (3) verifiable client references. Metro was found non-responsive because they did not utilize the Town's revised bid form, which was issued in Addendum #3 of the RFP. V Engineering was found non-responsive because they did not provide the Town with the requested missing documents in the allotted time, which would impact the evaluation committee's ability to fairly rank their Proposal at the time of the evaluation committee meeting.

The remaining proposals were responsive and met all the minimum qualifications for this solicitation. Procurement did not find any issues that would indicate any Proposer was incapable of performing the work. The Evaluation Committee was provided the responsive proposals and met on April 17, 2019, to evaluate and rank the proposals. At the conclusion of this meeting, the Evaluation Committee moved to establish the following ranking:

1. RG Underground Engineering, Inc. – 1766
2. Acosta Tractors, Inc. – 1699.35
3. R.P. Utilities and Excavation Corp. – 1581.64
4. Quality Paving, Inc. – 1542.46
5. Zahlene Enterprises, Inc. – 1460.14

RG Underground, the top-ranked Proposer, has been in business for nine (9) years. RG Underground's proposed key staff has an aggregated fifty-eight (58) years of experience in the industry. Based on their proposal, the company has a strong understanding of drainage and roadway improvement projects.

Based on the Evaluation Committee's established ranking, it is recommended that the Town Council authorize the Town Manager to proceed to award a contract to RG Underground in an amount not to exceed \$1,242,377.

## **ATTACHMENTS:**

Description

**Resolution**

**Exhibit A**

**RESOLUTION NO. 19-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE AWARD OF A CONTRACT FOR RFP 2019-19, ROYAL OAKS DRAINAGE AND ROADWAY IMPROVEMENTS PROJECT PHASE I TO RG UNDERGROUND ENGINEERING, INC. IN AN AMOUNT NOT TO EXCEED \$1,242,377; 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**, Section 5(b) of the Town's Procurement Ordinance 17-203 provides that procurements in excess of \$15,000 shall require the use of competitive sealed bidding; and

**WHEREAS**, in accordance with Section 5 of Town Ordinance 17-203, the Town issued a Request for Proposals ("RFP") No. 2019-19 on February 13, 2019, for the Royal Oaks Drainage and Roadway Improvements Project Phase I; and

**WHEREAS**, the RFP 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 nine (9) proposals by the proposal deadline, of which five (5) were deemed responsive; and

**WHEREAS**, an Evaluation Committee ("Committee") was appointed comprised of the following individuals: Omar Santos-Baez, Michelle Gonzalez, and Carlos Herdocia; and

**WHEREAS**, the Committee met on April 17, 2019 to evaluate the responsive proposals and established a ranking based on the evaluation criteria provided for in the solicitation; and

**WHEREAS**, in accordance with the established ranking, the Committee recommended awarding a contract to RG Underground Engineering, Inc. (“RG”), the highest-ranked proposal for construction services for the Royal Oaks Drainage and Roadway Improvements Project Phase I; and

**WHEREAS**, the Town Manager concurs with the Committee’s findings and recommends the approval of a contract with RG for construction services for the Royal Oaks Drainage and Roadway Improvements Project Phase I in an amount not to exceed \$1,242,377, which includes RG’s proposal price of \$1,129,433.03 and a contingency amount of \$112,943.97 for unforeseen circumstances; and

**WHEREAS**, the Town Council approves the recommendations of the Town Manager and authorizes the Town Manager to enter into a contract with RG for construction services for the Royal Oaks Drainage and Roadway Improvements Project Phase I in an amount to exceed \$1,242,377.

**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 RG in substantially the form attached hereto as Exhibit “A” for construction services for the Royal Oaks Drainage and Roadway Improvements Project Phase I in an amount not to exceed \$1,242,377 (hereinafter referred to as “Contract”).



**Section 3.**     **Authorization of Town Officials.**   The Town Manager, his designee and the Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the Contract.

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

**Section 5.**     **Execution of the Contract.**   The Town Manager is authorized to execute the Contract with RG in an amount not to exceed \$1,242,377 and to execute any extension and/or amendments to the Contract, subject to approval as to form and legality by the Town Attorney.

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

**THIS SPACE INTENTIONALLY LEFT BLANK**

Passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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 Nelson Rodriguez	_____
Councilmember Carlos Alvarez	_____
Councilmember Jeffrey Rodriguez	_____
Councilmember Joshua Dieguez	_____
Councilmember Luis Collazo	_____
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**

Agreement  
between the  
Town of Miami Lakes  
and

**RG Underground Engineering, Inc.**  
for

Royal Oaks Drainage and Roadway Improvements Phase I, RFP  
2019-19

**CONTRACT FOR**  
**ROYAL OAKS DRAINAGE AND ROADWAY**  
**IMPROVEMENTS PHASES I & II**

**2019-19**



**The Town of Miami Lakes Council:**

**Mayor Manny Cid**  
**Vice Mayor Nelson Rodriguez**  
**Councilmember Carlos Alvarez**  
**Councilmember Luis Collazo**  
**Councilmember Joshua Dieguez**  
**Councilmember Jeffrey Rodriguez**  
**Councilmember Marilyn Ruano**

Edward Pidermann, Town Manager  
The Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014

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**THIS AGREEMENT** is entered into as of the execution date first written below ("Agreement") by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and RG Underground Engineering, Inc, hereinafter called the "Contractor," having a principal office at 14375 SW 120 St Unit 104, Miami, FL 33186

## **RECITALS**

**WHEREAS** the Town of Miami Lakes issued RFP 2019-19 for Royal Oaks Drainage and Roadway Improvements Phases I & II on February 13, 2019; and

**WHEREAS**, Contractor submitted its Proposal in response to the RFP by the proposal deadline; and

**WHEREAS**, the Contractor's Proposal was selected as the highest-ranked proposal by an Evaluation Committee charged with reviewing and ranking all responsive proposals received in response to the RFP; and

**WHEREAS**, the Town has requested the Contractor to provide construction services for the Royal Oaks Drainage and Roadway Improvements Project Phase I ("Services"); and

**WHEREAS**, the Contractor has the necessary expertise to provide the requested Services and has agree to provide said Services.

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

## **SECTION 1. GENERAL TERMS & CONDITIONS**

### **1.01 DEFINITIONS**

1. **Award** means that the Town Manager or Town Council, as applicable, has approved the award of a contract.
2. **Bid/Proposal/Submittal** means any offer, documents the Submittal tendered by a Proposer in response to this solicitation, which includes the price, authorized signature and all other information or documentation required by the Request for Proposal ("RFP") 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. **Change Order** means a written document ordering a change in the Contract price or Contract time or a material change in the Work.
5. **Completed Projects** means that the applicable regulatory authority has issued a Certificate of Completion.
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 RFP 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 Project Manager that may affect the Contract price or time.
9. **Construction Schedule** means a schedule, as defined and required by the Contract Documents.
10. **Consultant** means a firm that has entered into a separate agreement with the Town for the provision of professional services.
11. **Contract** means the RFP, the addendum, and the Bid documents that have been executed by the Proposer and the Town subsequent to approval of award by the Town.
12. **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.
13. **Contractor** means the Successful Proposer 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.
14. **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.
15. **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.
16. **Days** mean calendar days unless otherwise specifically stated in the Contract Documents.
17. **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.
18. **Design Documents, Plans or Sketch** means any construction plans and specifications, or graphic representation included as part of the Contract.
19. **Field Directive** means a written directive to effect changes to the Work, issued by the Project Manager, Consultant or the Town Department Director that may affect the RFP Contract price or time.
20. **Final Completion** means the date the Contractor has completed all the Work and submitted all documentation required by the Contract Documents.
21. **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.

22. **Materials** mean goods or equipment incorporated into the Work or used or consumed in the performance of the Work.
23. **Notice of Award** means any correspondence from the Town that informs the successful proposer of a contract award for this RFP.
24. **Notice to Proceed** means a written letter or directive issued by the Town Manager or designee acknowledging that all conditions precedent to award have been met and directing that the Contractor may begin Work.
25. **Project** means a task or series of tasks that the Contractor must complete in accordance with the Contract Documents.
26. **Project Manager** means the individual assigned by the Town Manager or designee to manage a Project.
27. **Proposer** means any person, firm or corporation, or its duly authorized representative tendering a Submittal in response to this solicitation.
28. **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.
29. **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.
30. **Submittal** means the documents prepared and submitted by the Proposer in response to this RFP.
31. **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.
32. **Town** means the Town Council of the Town of Miami Lakes or the Town Manager, as applicable.
33. **Town Manager** means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.
34. **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.

## **1.02 GENERAL REQUIREMENTS**

### **1.02-1 GENERALLY**

The employee(s) of the Contractor will be considered to be at all times its employee(s), and not employee(s) or agent(s) of the Town or any of its departments.

The Contractor agrees that the Contractor will at all times employ, maintain and assign to the performance of the Contract a sufficient number of competent and qualified professionals and other personnel to meet the requirements of the Work to be performed.

The Contractor agrees to adjust staffing levels or to replace any staff personnel if so, requested by the Town Manager or designee, should the Town Manager or designee make a determination that said staffing is unacceptable or that any individual is not performing in a manner consistent with the requirements for such a position.

The Contractor represents that its staff personnel have the proper skills, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses necessary to perform the Work, in a competent and professional manner.

The Contractor must at all times cooperate with the Town, or the Consultant (if any) and coordinate its respective Work efforts to most effectively and efficiently progress the performance of the Work.

The Town, the Consultant (if any) and other agencies authorized by the Town, must have full access to the Project site at all times.

The apparent silence of the Contract Documents as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished, will be regarded as meaning that only best practices are to prevail and only materials and workmanship of the best quality are to be used in the performance of the Work.

#### 1.02-2 RULES AND REGULATIONS

The Contractor must comply with all laws and regulations applicable to provision of services specified in the Contract Documents. The Contractor must be familiar with all federal, state and local laws, rules, regulations, codes, and ordinances that affect the Work.

Where portions of the Work traverse or cross federal, state, county or local highways, roads, streets, or waterways, and the agency in control of such property has established standard specifications, rules or regulations governing items of Work that differ from these specifications, the most stringent specifications, rules and regulations will apply.

#### 1.02-3 HOURS FOR PERFORMING WORK

All Work must be performed in accordance with the Town's Noise Ordinance No. 04-50 unless specifically stated otherwise herein or in a Work Order. Work to be performed outside these hours will require the prior written approval of the Project Manager.

#### 1.02-4 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.

Proposers that will be using a temporary labor company to provide staffing for the Project must complete the Leased Employees Affidavit Form and include it with their Bid. Failure include this form may result in the Bid being rejected as non-responsive.

#### 1.02-5 CONSULTANT SERVICES

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

#### 1.02-6 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 a designee.

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

The Project Manager will not be responsible for the means, methods, techniques, sequences or procedures employed, or for safety precautions and programs in connection with the Work and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

All interpretations and recommendations of the 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/or designee 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, shall not give rise to any duty or responsibility of the Project Manager owed 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.

**1.02-7 INDEPENDENT CONTRACTOR**

The Contractor is engaged as an independent business and agrees to perform Work as an independent contractor. In accordance with the status of an independent contractor, the Contractor covenants and agrees that the Contractor will conduct business in a manner consistent with that status, that the Contractor will not claim to be an officer or employee of the Town for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: worker's compensation coverage; unemployment insurance benefits; social security coverage; retirement membership, or credit.

**1.02-8 THIRD-PARTY BENEFICIARIES**

Neither Contractor nor Town intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third-party beneficiaries to this Contract and that no third party will be entitled to assert a claim against either of them based upon this Contract.

**1.02-9 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.

**1.02-10 TIME FOR COMPLETION**

Time is of the essence with regard to completion of the Work to be performed under the Contract. Delays and extensions of time may be allowed only in accordance with the provisions of the Contract. The time allowed for completion is provided for in the Special Terms & Conditions.

**1.02-11 APPLICABLE LAW AND VENUE OF LITIGATION**

This Contract will be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions the sole venue will be Miami-Dade County, Florida.

1.02-12 NON-EXCLUSIVE CONTRACT

This Contract shall not be deemed to create an exclusive relationship between the Town and the Contractor(s). The Town, in its sole discretion, reserves the right to perform, solicit or employ other parties or its own staff to perform Work or Services comparable to those covered herein.

1.02-13 SEVERABILITY

In the event any provision of the Contract Documents is determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision will be excised from this Contract, and the remainder of the Contract Documents will continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of either party, such party may elect, at its option, to terminate the Contract in its entirety. An election to terminate the Contract based upon this provision must be made within seven (7) calendar days after the finding by the Court becomes final.

1.02-14 CONTRACT DOCUMENTS CONTAIN ALL TERMS

The Contract Documents and all documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of the Contract Documents will be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

1.02-15 ENTIRE AGREEMENT

The Contract Documents, as they may be amended from time to time, represent the entire and integrated Contract between the Town and the Contractor and supersede all prior negotiations, representations or agreements, written or oral. This Contract may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed with the same formality and equal dignity herewith. Waiver by either party of a breach of any provision of the Contract Documents will not be deemed to be a waiver of any other breach of any provision of the Contract Documents.

1.02-16 INTENTION OF THE TOWN

It is the intent of the Town to describe in the RFP the Work to be completed in accordance with all codes and regulations governing all the Work to be performed under this Contract. Any work, labor, materials and/or equipment that may reasonably be inferred from the Contract as being required to produce the intended results must be supplied by Contractor whether or not specifically called for in the Contract Documents. Where words, which have well-known technical or trade meanings are used to describe Work, materials or equipment, such words will be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, will mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids and Contractor must comply therewith. Town will have no duties other than those duties and obligations expressly set forth within the Contract Documents.

1.02-17 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into the Contract Documents by reference and a term, statement, requirement, the

specifications or any plans, or provision of the Contract Documents the following order of precedence will apply:

1. In the event of conflicts in the Contract Documents the priorities stated below will govern;
2. Revisions and Change Orders to the Contract will govern over the Contract;
3. The Contract Documents will govern over the Contract;
4. The Special Conditions will govern over the General Conditions of the Contract; and
5. Addendum to an RFP will govern over the RFP.

In the event that Drawings and specifications are provided with the Contract the priorities stated below will govern:

1. Scope of Work and Specifications will govern over Plans and Drawings;
2. Schedules, when identified as such will govern over all other portions of the Plans;
3. Specific notes will govern over all other notes, and all other portions of the Plans, unless specifically stated otherwise;
4. Larger scale drawings will govern over smaller scale drawings;
5. Figured or numerical dimensions will govern over dimensions obtained by scaling; and
6. Where provisions of codes, manufacturer's specifications or industry standards are in conflict, the more restrictive, strict, or higher quality will govern.

#### 1.02-18 ROYALTIES AND PATENTS

All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the Work or appurtenances, are hereby included in the prices stipulated in the Contract for said Work.

#### 1.02-19 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 on the Town's website.

#### 1.02-20 VEHICLES & 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.

#### 1.02-21 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.

#### 1.02-22 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.

#### 1.02-23 TOWN LICENSES, PERMITS AND FEES

In accordance with the Public Bid Disclosure Act, 218.80, Florida Statutes, each license, permit, or fee the Contractor will have to pay the Town before or during the Work or the percentage method or unit method of all licenses, permits and fees required by the Town and payable to the Town by virtue of the Work as part of the Contract are as follows:

1. Contractor must have and maintain during the term of this Contract all appropriate Town licenses. Fees for which must be paid in full in accordance with the Town's Fee structure for such licenses. THERE WILL NOT BE ANY PERCENTAGE REDUCTION OR WAIVING OF TOWN LICENSE FEES.
2. During the performance of this Contract there may be times when the Contractor will be required to obtain a Town permit for such Work. It is the responsibility of the Contractor to ensure that he has the appropriate Town permits to perform such work as may become necessary during the performance of the Work. Any fees related to Town required permits in connection with this Contract will be the responsibility of the Contractor and will be reimbursed by the Town.

Licenses, permits, and fees that may be required by County, State or Federal entities are not included in the above list.

#### 1.02-24 TAXES

Contractor must pay all applicable sales, consumer, use and other taxes required by law. Contractor is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements.

Contractor shall include all sales and other taxes for which it is liable in its Bid price.

#### 1.02-25 REMOVAL OF UNSATISFACTORY PERSONNEL

Contractor must at all times enforce strict discipline and good order among its employees and subcontractors at the Project(s) site(s) and must not employ on any Work any unfit person or anyone not skilled in the Work to which they are assigned.

The Town may make written request to the Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor, or any or Subcontractor engaged by the Contractor to provide and perform services or Work pursuant to the requirements of the Contract Documents. The Contractor must respond to the Town within five (5) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. The Town will make the final determination as to the removal of unsatisfactory personnel from the Work. The Contractor agrees that the removal of any of such individual(s) does not require the termination or demotion of said individual(s).

#### **1.02-26 DEFECTIVE OR NON-COMPLIANT WORK**

The Project Manager has the authority to reject or disapprove Work that is found to be defective or not in compliance with the requirements of the Contract. If required, the Contractor will promptly either correct all defective or non-compliant Work or remove such defective Work and replace it with non-defective/non-compliant Work. Contractor will bear all direct, indirect and consequential costs of such removal or corrections.

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

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

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

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

#### **1.02-27 COMPLIANCE WITH APPLICABLE LAWS**

The Contractor must comply with the most recent editions and requirements of all applicable laws, rule, regulations, codes, and ordinances of the Federal government, the State of Florida, Miami-Dade County, and the Town.

1.02-28 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, & ADA

Contractor will not unlawfully discriminate against any person, will provide equal opportunities for employment, and comply with all applicable provisions of the Americans with Disabilities Act in its performance of the Work under the Contract. Contractor will comply with all applicable federal, State of Florida, Miami-Dade County, and Town rules regulations, laws, and ordinance as applicable.

1.02-29 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. Edward Pidermann

Town Manager

Town of Miami Lakes

6601 Main Street

Miami Lakes, Florida 33014

[pidermanne@miamilakes-fl.gov](mailto:pidermanne@miamilakes-fl.gov)

For Contractor:

Ricardo Gonzalez

President

RG Underground Engineering, Inc.

14375 SW 120 St Unit 104

Miami, FL 33186

[rgunderground@att.net](mailto:rgunderground@att.net)

Raul Gastesi

Town Attorney

Town of Miami Lakes

6601 Main Street

Miami Lakes, Florida 33014

[rgastesi@gastesi.com](mailto:rgastesi@gastesi.com)

Space intentionally left blank

During the Work the Contractor must maintain continuing communications with designated Town representative(s). The Contractor must keep the Town fully informed as to the progress of the Work under the Contract.

## **1.03 INDEMNITY & INSURANCE**

### **1.03-1 INDEMNIFICATION**

The Contractor must indemnify and hold harmless the Town, its officers, agents and employees from and against all liability, claims, damages, losses and expenses, including reasonable attorney's fees and costs at both trial and appellate levels arising out of or resulting from the performance of the Work under this Contract, caused by negligence, recklessness, intentional misconduct, or any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable. The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Contractor will in no way limit the responsibility to indemnify, keep and save harmless and defend the Town or its officers, employees, agents and instrumentalities as herein provided.

The Contractor agrees and recognizes that the Town will not be held liable or responsible for any claims which may result from any actions or omissions of the Contractor in which the Town participated either through review or concurrence of the Contractor's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the Contractor, the Town in no way assumes or shares any responsibility or liability of the Contractor or Subcontractor, under this Contract. The Contractor will defend the Town or provide for such defense at its own expense, at the Town's option.

This indemnification obligation will survive the expiration or termination of this Contract.

The Town has provided specific consideration for the indemnification of \$10.00 from the sums due to the Contractor under this Contract.

### **1.03-2 CONTRACTOR'S RESPONSIBILITY FOR DAMAGES TO THE WORK**

Contractor accepts full responsibility for Work against all losses or damages of whatever nature sustained until acceptance by Town Manager or designee, and must promptly repair or replace, at no additional cost to the Town any Work, materials, equipment, or supplies damaged, lost, stolen, or destroyed from any cause whatsoever.

Contractor is full responsible for Work against all losses or damages of whatever nature sustained until acceptance by Town, and must promptly repair or replace, at no additional cost to the Town any Work, materials, equipment, or supplies damaged, lost, stolen, or destroyed from any cause whatsoever.

### **1.03-3 DEFENSE OF CLAIMS**

Should any claim be made, or any legal action brought in any way relating to the Work under the Contract, the Contractor will diligently render to the Town all assistance which the Town may require of the Contractor.

### **1.03-4 INSURANCE**

Without limiting any of the other obligations or liabilities of Contractor, the Contractor must secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance must be qualified to do business in the State of Florida, be rated "B" as to management and "Class V" as to strength or better as rated by the latest edition of Best's Insurance Guide, published by A.M. Best Company,

Oldwick, New Jersey, or its equivalent, The insurance carrier must have agents upon whom service of process may be made in the State of Florida. The insurance coverage will be primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained by the Town will be in excess of the Contractor's insurance and will not contribute to the Contractor's insurance. The insurance coverages must include a minimum of:

*a. Worker's Compensation and Employer's Liability Insurance:*

Coverage to apply for all employees for statutory limits as required by the State of Florida's Statutory Workers' Compensation Law and all applicable Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$500,000 each accident and a waiver of subrogation.

*b. Comprehensive Business Automobile and Vehicle Liability Insurance:*

This insurance must be written in comprehensive form and must protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and must cover operation with respect to onsite and offsite operations and insurance coverage must extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability must not be less than \$500,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

*c. Commercial General Liability ("CGL"):*

This insurance must be written in comprehensive form and must protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability must not be less than \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a primary and non-contributory basis and with a coverage form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

- (i) Products and/or Completed Operations for contracts with an Aggregate Limit of **One Million Dollars (\$1,000,000)** per project. Contractor must maintain in force until at least three years after completion of all Work required under the Contract, coverage for Products and Completed Operations, including Broad Form Property Damage.

(ii) Personal and Advertising Injury with an aggregate limit of **One Million Dollars (\$1,000,000)**.

(iii) CGL Required Endorsements:

- (1st) Employees included as insured
- (2nd) Contingent Liability/Independent Contractors Coverage
- (3rd) Contractual Liability
- (4th) Waiver of Subrogation
- (5th) Premises and/or Operations
- (6th) Explosion, Collapse and Underground Hazards (if not specifically covered under the policy)
- (7th) Loading and Unloading
- (8th) Mobile Equipment (Contractor's Equipment) whether owned, leased, borrowed or rented by Contractor or employees of the Contractor.

*d. Certificate of Insurance*

Contractor must provide the Town Manager or designee with Certificates of Insurance for all required policies within fifteen (15) days of notification of a conditional award by the Town. The Certificates of Insurance must not only name the types of policy(ies) provided, but also must specifically cite this Contract and must state that such insurance is as required by this Contract. The Town reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Town. Each policy certificate must be endorsed with a provision that not less than thirty (30) calendar days' written notice must be provided to the Town before any policy or coverage is cancelled, restricted, or a material change is made. Acceptance of the Certificate(s) is subject to approval of the Town Manager or designee.

*e. Additional Insured*

The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of Contractor in performance of this Contract. The Town must be named as additional insured under the CGL, business automobile insurance and umbrella policies. Town must be named as an additional insured under Contractor's insurance, including that applicable to the Town as an Additional Insured, must apply on a primary basis and any other insurance maintained by the Town will be in excess of and will not contribute to Contractor's insurance. Contractor's insurance must contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance must apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The Contractor will be responsible for the payment of any deductible or self-insured retention in the event of any claim.

## 1.04 PUBLIC RECORDS

### 1.04-1 ACCESS, REVIEW AND RELEASE OF RECORDS

Town will have the right to inspect and copy, at Town's expense, the books, records, and accounts of Contractor which relate in any way to the Contract. The Contractor agrees to maintain an accounting system that provides for accounting records that are supported with adequate documentation and adequate procedures for determining allowable costs.

*f. Public Records*

Proposer 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. Proposer 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.

Proposer is responsible for claiming applicable exemptions to disclosure as provided by Chapter 119, Florida Statutes, in its Bid by identifying the materials to be protected and providing a reason for why such exclusion from public disclosure is necessary and legal.

*g. Retention and Transfer of Public Records*

Upon termination by the Town or final completion of the Contract the Contractor must, in accordance with Section 119.0701 of the Florida Statutes, transfer to the Town, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All public record stored electronically must be provided in .pdf format or another format acceptable to the Town. Any payments due the Contractor will not be made until the Town receives the public records. Failure to return such documents will result in the documents being subject Chapter 119 of the Florida Statutes

The Contractor must comply with the applicable provisions of Chapter 119, Florida Statutes and Town will have the right to immediately terminate this Contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor must retain all other records associated with this Contract for a period of five (5) years from the date of termination.

**Should the Contractor have any questions related to the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Contract, contact the Town's custodian of public records at the Office of the Town Clerk 6601 Main Street, Miami Lakes, Florida 33014 either in writing to by telephone at (305) 364-6100 or [clerk@miamilakes-fl.gov](mailto:clerk@miamilakes-fl.gov).**

## 1.05 CONTRACT MODIFICATION AND DISPUTE PROCESS

### 1.05-1 CHANGE ORDERS

Without invalidating the Contract Documents, and without notice to any Surety, the Town reserves the right to make increases, decreases or other changes in the character or quantity of the Work under the Contract Documents as may be considered necessary or desirable to

complete the Work in a manner satisfactory to the Town. The Town reserves the right to order changes which may result in additions to or reductions from the amount, type or value of the Work shown in the Contract, and which are within the general scope of the Contract Documents, and all such changes will be authorized only by a Change Order approved in advance, and issued in accordance with provisions of the Town.

The Contractor is required to provide the 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 Order may be issued unilaterally by Town.

In the event a satisfactory adjustment cannot be reached, and a Change Order has not been issued or time is of the essence, the Town reserves the right, at its sole option to direct the Contractor to proceed on a time and materials basis or make such arrangements as may be deemed necessary to complete the proposed additional Work.

Where the Town directs the Contractor to proceed on a time and materials basis, Contractor must maintain detailed records of all labor and material costs for review by the Town.

For all Change Orders the Contractor will be entitled to a combined profit and overhead rate for Change Orders that will not be in excess of ten (10%) percent inclusive of all direct/indirect costs including labor, material, and equipment costs, unless the Procurement Manager determines that the complexity and risk of the Change Order work is such that an additional factor is appropriate.

The final amount to be paid to the Contractor for Change Order Work is subject to negotiation between the Town and the Contractor.

Failure by the Contractor to proceed with Change Order Work when so directed by the Town Manager or designee may result in the Contractor being found in default of the Contract.

Contractor must utilize the Town's standard requests for change orders and change order forms unless otherwise specifically approved by the Town's Procurement Manager. The Town's Forms are available on the Town's website.

#### **1.05-2 FORCE MAJEURE**

Should any failure to perform on the part of Contractor be due to a condition of Force Majeure as that term is interpreted under Florida law, then, the Town may allow an extension of time reasonably commensurate with the cause of such failure to perform or cure.

If the Contractor is delayed in performing any obligation under the Contract Documents due to a force majeure condition, the Contractor must request a time extension from the Town within two



(2) working days of said Force Majeure occurrence. Any time extension will be subject to mutual agreement and will not be cause for any claim by the Contractor for extra compensation unless additional services are required by the Town. A Force Majeure event **does not include** inclement weather except for significant weather events that adversely impact the critical path of the Project Schedule, if required, or completion of the work, and **does not include** the acts or omissions of Subcontractors or suppliers.

#### 1.05-3 EXTENSION OF TIME

Any reference in this Article to the Contractor will be deemed to include suppliers, and permitted Subcontractors, whether or not in privity of contract with the Contractor for the purpose of this Article.

If the Contractor is delayed at any time during the progress of the Work beyond the time frame or date provided for Final Completion by the neglect or failure of the Town or by a Force Majeure, then the Contract Time set forth in the Contract will be extended by the Town subject to the following conditions:

1. The cause of the delay arises after issuance of the NTP and could not have been anticipated by the Contractor by reasonable investigation before proceeding with the Work;
2. The Contractor demonstrates that the completion of the Work will be actually and necessarily delayed;
3. The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay.

A delay meeting all the conditions of the above, will be deemed an Excusable Delay.

The Town reserves the right to rescind or shorten any extension previously granted if subsequently, the 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 C4.04, Excusable Delay, Non-Compensable, the Contractor will not be entitled to a separate extension for each one of the causes, only one period of extension will be granted for the delay.

Any extension of time granted by the Town will be processed through the Change Order provisions of the Contract.

The permitting of the Contractor to proceed with the Work subsequent to the date specified in the Contract (as such date may have been extended by a change order), the making of any payment to the Contractor, the issuance of any Change Order, will not waive the Town's rights under the Contract, including but not limited to the assessment of liquidated damages or declaring Contractor in default.

#### 1.05-4 EXCUSABLE DELAY, NON-COMPENSABLE

Excusable Delay is delay caused by either of the following: (i) circumstances that could not be foreseen and are beyond the reasonable control of Contractor, its subcontractors, or suppliers; or (ii) joint or concurrent action by Contractor, its subcontractors, suppliers or vendors and the Town. Then Contractor will be entitled only to a time extension and no compensation for the delay.

Contractor is entitled to a time extension of the Contract time for each day the Work is delayed due to Excusable Delay. Contractor must document its claim for any time extension as provided in Article C4.05.

Failure of Contractor to comply with Article C4.05, as to any particular event of delay will be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of delay.

#### 1.05-5 CLAIMS

Contractor will only be entitled to submit a claim after submitting its request for additional compensation or time in accordance with Articles C4.03 and C4.04 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 C1.26 within the timeframe established in Article C4.04, 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 C4.03, and Article C4.04. 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.

#### **1.05-6 CONTINUING THE WORK**

Contractor must continue to perform all Work under the Contract Documents during all disputes or disagreements with Town, including disputes or disagreements concerning a request for a Change Order and no Work must not be delayed or postponed pending resolution of any disputes or disagreements.

#### **1.05-7 FRAUD AND MISREPRESENTATION**

The Town may terminate this Contract or any other contracts with the Town with any person, individual, corporation, entity, or affiliate that attempts to meet its contractual obligations with the Town through fraud, misrepresentation or material misstatement. Such person, individual, corporation, entity, or affiliate will be responsible for all direct or indirect costs associated with termination or cancellation.

#### **1.05-8 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 C5.03, 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.

#### **1.05-9 MATERIALITY AND WAIVER OF BREACH**

Town and Contractor agree that each requirement, duty, and obligation set forth in the Contract Documents is substantial and important to the formation of the Contract Documents and, therefore, is a material term hereof. The Town's failure to enforce any provision of the Contract Documents will not be deemed a waiver of such provision or modification of the Contract Documents. A waiver of any breach of a provision of the Contract Documents will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of the terms of the Contract Documents.

#### **1.05-10 TIME IN WHICH TO BRING ACTION AGAINST THE TOWN**

In the event the Contractor may be deemed to have a cause of action against the Town, no action will lie or be maintained by the Contractor against the Town upon any claim arising out of or based upon the Contract Documents by reason of any act or omission or requirement of the Town or its agents, unless such action is commenced within six (6) months after the date of issuance of a final payment under the Contract, or if the Contract is terminated under the provisions of the Contract, unless such action is commenced within six (6) months after the date of such termination by the Town.

### **1.06 EARLY TERMINATION & DEFAULT**

#### **1.06-1 SET-OFFS, WITHHOLDING, AND DEDUCTIONS**

The Town may set-off, deduct or withhold from any payment due the Contractor, such sums as may be specifically allowed in the Contract or by applicable law including, without limitation, the following:

1. Any amount of any claim by a third party;
2. Any Liquidated Damages, and/or;

3. Any unpaid legally enforceable debt owed by the Contractor to the Town.

The Town will notify the Contractor in writing of any such withholdings.

Any withholding, which is ultimately held to have been wrongful, will be paid to the Contractor in accordance with the Local Government Prompt Payment Act

#### 1.06-2 CONTRACTOR DEFAULT

*a. Event of Default*

An event of default means a breach of the Contract by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, includes but is not limited to, the following:

1. The Contractor has not performed the Work in a timely manner;
2. The Contractor has refused or failed to supply properly skilled staff or provided sufficient quantities of staff to perform the Work;
3. The Contractor has failed to make prompt payment to Subcontractors or suppliers for any services, materials, or supplies provided to Contractor;
4. The Contractor has become insolvent or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
5. The Contractor has failed to obtain the approval of the Town where required by the Contract Documents;
6. The Contractor has failed in the representation of any warranties stated herein;
7. When, in the opinion of the Town, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work.

*b. Notice of Default – Opportunity to Cure*

Where an Event of Default ("Default") occurs under the Contract, the Town may at its sole discretion notify the Contractor, specifying the basis for such Default, and advising the Contractor that such Default must be cured within a time frame specified by the Town; or, the Contract with the Town may be terminated. The Town is under no obligation to issue such notification. The Town may grant an extension to the cure period if the Town deems it appropriate and in the best interest of the Town, without waiver of any of the Town's rights hereunder. The Town, at its sole discretion, may have a default corrected by its own forces or another contractor and any such costs incurred will be deducted from any sums due the Contractor under any contract with the Town.

The Town Manager or designee may also suspend any payment or part thereof or order a Work stoppage until such time as the issue(s) concerning compliance are resolved.

*c. Termination for Default*

Where a Default is not cured within the time specified to cure the Default, the Town Manager in addition to all remedies available by law, may immediately, upon written notice to Contractor, terminate this Contract. Contractor understands and agrees that termination of this Contract under this Article will not release Contractor from any obligation accruing prior to the effective date of termination.

In the event of termination by the Town Manager or designee, the Town Manager or designee may immediately take possession of all applicable documentation and data, material, equipment, and supplies to which it is entitled to under the Contract or by law.

Where the Town erroneously terminates the Contract for default, the terminations will be converted to a Termination for Convenience, and the Contractor will have no further recourse of any nature for wrongful termination.

#### 1.06-3 TERMINATION FOR CONVENIENCE

In addition to cancellation or termination as otherwise provided for in the Contract, the Town may at any time, in its sole discretion, with or without cause, terminate the Contract by written notice to the Contractor. Such Written Notice will state the date upon which Contractor must cease all Work under the Contract, and if applicable vacate the Project(s) site(s).

Upon receipt of such notice, unless otherwise directed by the Town, the Contractor must Stop all Work on the date specified in the notice ("the Effective Date");

1. Take such action as may be necessary for the protection and preservation of the Town's materials and property;
2. Cancel all cancelable orders for materials and equipment;
3. Remove all materials, supplies or equipment that may be used by the Contractor on other work;
4. Assign to the Town and deliver to the Town, at a site(s) specified by the Town, any non-cancelable orders for materials and equipment that can not otherwise be used by the Contractor on other work;
5. Take no action that will increase the amounts payable by the Town under the Contract Documents; and take reasonable measures to mitigate the Town's liability under the Contract Documents; and
6. All documents, including electronic documents, related to Work authorized under the Contract, whether finished or not, must be turned over to the Town. Failure to timely deliver the documentation will be cause to withhold any payments due without recourse by Contractor until all documentation is delivered to the Town.

In the event that the Town exercises its right to terminate the Contract pursuant to the Contract Documents, the Town will pay the Contractor for the actual cost, or the fair and reasonable value, as substantiated by invoice documentation, of any non-cancelable material(s) and equipment that cannot be used elsewhere by the Contractor in the performance of its work.

In no event, will any payments under this Paragraph exceed the maximum cost set forth in the Contract and the amount due hereunder may be offset by payments made to the Contractor or any claims made against the Contractor. Contractor will not be entitled to lost profits, overhead or consequential damages as a result of a Termination for Convenience.

#### 1.06-4 REMEDIES AVAILABLE TO THE TOWN

The Town may avail itself of each and every remedy stated in the Contract Documents or existing at law or in equity. The exercise or the beginning of the exercise, of one remedy will not be deemed a waiver of the right to exercise, at the same time or thereafter, of any other remedy.

#### 1.06-5 FUNDS AVAILABILITY

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

### 1.07 PAYMENT PROCESS

#### 1.07-1 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 in Exhibit A, Fee Schedule, attached hereto.

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.

#### 1.07-2 ESTIMATED QUANTITIES

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

#### 1.07-3 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 B9.06. This includes any incidental costs associated with the Work not specifically stated, i.e., the installation of drainage may require backfill and patching, whether permanent or temporary.

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

#### 1.07-4 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.

#### 1.07-5 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.

#### 1.07-6 REIMBURSIBLE EXPENSES

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

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

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

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

**END OF SECTION**

## **SECTION 2. SPECIAL TERMS & CONDITIONS**

### **2.01 OVERVIEW**

The Royal Oaks community in the northwestern portion of the Town continues to be adversely impacted by flooding events, and therefore, is addressed as a priority project in the Stormwater Master Plan to protect surface water quality, reduce flooding, and decrease the number of potholes/sinkholes. The Royal Oaks Drainage and Roadway Improvement project will focus on restoring and resurfacing the existing roadway surface, adding pavement markings and signage, constructing stormwater pipes, and adding catch basins, French drains, and manholes to provide water quality and quantity treatment.

### **2.02 SCOPE OF WORK**

The Scope of Work consists of furnishing all labor, materials, machinery, tools, means of transportation, supplies, equipment, and services necessary for road improvements including



drainage system installation, milling and resurfacing, thermoplastic pavement markings, and site restoration [including landscaping swale, concrete curb and gutter, driveways (asphalt, paver, or concrete) mailbox, street signs, etc.] as detailed in the plans and specifications attached hereto as Exhibit B.

## **2.03 PROJECT LOCATION**

The Project is generally located within the Royal Oaks community in the northwest section of the Town. Phase I is located on NW 87th Ave from NW 164 St to NW 165 Terr and on NW 165 Terr NW 165 St and NW 164 St from NW 87th Ave to NW 84th Ct. Phase II is located on NW 167 Terr and NW 169 Terr from NW 81st Ave to NW 79th Ave and on NW 81st Ave, NW 80th CT, and NW 79 Pl from NW 167th Terr to NW 169. See Exhibit B for further details.

## **2.04 CONTRACT TERM**

This Agreement will be effective upon execution by both parties and will continue until the expiration of the warranties.

The Contractor shall obtain Substantial Completion of the Work within two hundred (200) days of the Notice to Proceed being issued by the Town. Final Completion must obtain Final Completion within thirty (30) days after obtaining Substantial Completion. The Contract shall remain in effect until the expiration of the Warranty period(s).

## **2.05 BOND REQUIREMENTS**

### **2.05-1 PERFORMANCE/PAYMENT BOND**

Contractor must within fourteen (14) calendar days of being notified of award, furnish a Performance/Payment containing all the provisions of the attached Performance/Payment forms.

The Performance and Payment Bonds ("Bonds") must be in the amount of one hundred percent (100%) of the Contract value guaranteeing to Town the completion and performance of the Work covered in the Contract as well as full payment of all suppliers, laborers, or subcontractors employed pursuant to this Project(s).

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

The Town must be listed as an Obligee.

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

### **Alternate Form of Security:**

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

## **2.05-2 SURETY QUALIFICATIONS**

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

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

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

## **2.06 PRELIMINARY STEPS**

### **2.06-1 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.

### **2.06-2 PRE-CONSTRUCTION CONFERENCE**

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

### **2.06-3 PROJECT SCHEDULE**

Contractor must submit a proposed Project schedule as follows:

1. Schedule identifying the schedule for each location. The proposed Project schedule must be submitted within ten (10) calendar days of the Notice of Award and such submittal will be subject to the Project Manager's review. Subsequent to such review of said schedule the Contractor will establish said schedule as the baseline schedule.

2. All updates of schedules must be tracked against the baseline schedule and must be at a minimum submitted with each pay application. An updated schedule against the baseline must also be submitted upon execution of each change order that impacts the Contract Documents Time for completion. Failure to submit such schedules will result in the rejection of any submitted payment application.
3. All Project Schedules must be prepared in Microsoft Project 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).

#### 2.06-4 SCHEDULE OF VALUES

The Contractor must submit two copies of a Schedule of Values, which must be submitted within ten (10) calendar days of the issuance of the Notice of Award. The Schedule of Values shall indicate a complete breakdown of labor and material of all categories of Work on the Project. Contractor's overhead and profit should be listed as separate line items. Each line item must be identified with the number and title of the major specification section or major components of the items. The Project Manager may require further breakdown after review of the Contractor's submittal. The Town reserves the right to require such information from the Contractor as may be necessary to determine the accuracy of the Schedule of Values. The combined total value for mobilization under the Schedule of Values shall not exceed 5% of the value of the Contract.

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

#### 2.06-5 CONSTRUCTION PHOTOGRAPHS

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

#### **2.06-6 STAGING SITE**

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

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

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

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

#### **2.06-7 PROJECT SIGNAGE**

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

#### **2.06-8 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.

### **2.07 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

## **2.08 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.

## **2.09 SITE ISSUES**

### **2.09-1 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.

## 2.09-2 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.

#### 2.09-3 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 changes 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.

#### 2.09-4 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.

#### 2.09-5 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.

#### 2.09-6 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.

#### 2.09-7 COORDINATION OF THE WORK

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

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

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

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

#### 2.09-8 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.

#### 2.09-9 CLEANING UP; TOWN'S RIGHT TO CLEAN UP

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

Should the Contractor leave any open trenches at any time that Work is not being performed, the Town may have the open trenches covered and deduct any cost incurred from any outstanding

payments due or to become due to the Contractor. The Town may also invoice the Contractor for all costs incurred in mitigating any open trenches.

#### 2.09-10 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.

#### 2.09-11 MAINTENANCE OF TRAFFIC

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

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

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

#### 2.09-12 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.

#### 2.09-13 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.

## **2.10 SAFETY ISSUES**

### **2.10-1 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.

### **2.10-2 TRENCH SAFETY ACT**

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

Any costs identified on the Form are not a pay item. The purpose of this form is to gather information on the costs associated with trench safety measures and to ensure that the Proposer

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.

#### **2.10-3 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.

### **2.11 PLANS, DOCUMENTS, & RECORDS**

#### **2.11-1 CONTRACTOR TO CHECK PLANS, SPECIFICATIONS, & 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.

#### **2.11-2 SHOP DRAWINGS AND SUBMITTALS**

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

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

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

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

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

#### 2.11-3 TOWN FURNISHED DRAWINGS, SUPPLEMENTAL DRAWINGS, & 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.

#### 2.11-4 AS-BUILT DRAWINGS

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

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

1. Depths of various elements of foundation in relation to finish first floor datum.

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

Specifications and Addenda: Legibly mark each section to record:

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

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

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

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

#### **2.11-5 RECORD SET**

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

## **2.12 CONTRACTOR RESPONSIBILITIES**

### **2.12-1 LABOR & 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.

#### *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.

### **2.12-2 SUPERVISIONS 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.

### **2.12-3 RELEASE OF LIENS/SUBCONTRACTOR'S STATEMENT OF SATISFACTION**

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

The Contractor must, starting with the second (2nd) Invoice, provide the Project Manager completed Partial or Final Releases of Lien/Subcontractor's Statement of Satisfaction Form for the Project. As an option the Contractor may also submit a Consent of Surety if a payment bond has been provided, authorizing the release of payment by the Surety. Failure to submit such documentation will result in rejection of the Invoice. The Contractor must use the Town's forms, which are available at the hyperlink provided in Article B9.01.

Conditional Release of Liens are not accepted by the Town.

#### **2.12-4 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 B2.03 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.

#### **2.12-5 RETAINAGE & RELEASE**

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

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

#### **2.12-6 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.

### **2.13 LIQUIDATED DAMAGES**

The Contractor is obligated and guarantees to obtain Substantial and Final Completions of the Project within the timeframes established in the Contract or any approved extension of time the Contractor may be granted by the Town. In the event of a delay in completion beyond the timeframe set forth in the Contract for Substantial Completion, the Contractor must pay to the Town one thousand dollars (\$1,000) for each and every calendar day of Unexcused Delay, which is hereby agreed upon not as a penalty but as liquidated damages. In the event of a delay in completion beyond the timeframe set forth in the Contract for Final Completion, the Contractor must pay to the Town for each and every calendar day of unexcused delay, the sum of five hundred dollars (\$500) per calendar day, 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.

### **2.14 REQUESTS 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.

## **2.15 WARRANTY**

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

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

All material and equipment furnished must be fully guaranteed by the Contractor against factory defects and workmanship. At no expense to the Town, the Contractor will correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Contract Documents may supersede the manufacturer's standard warranty. Manufacturer's warranties will become effective upon Final Completion of the Project.

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

## **2.16 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.

## **2.17 ACCEPTANCE AND FINAL PAYMENT**

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

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

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

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

## **2.18 NPDES REQUIREMENTS**

Contractor must comply with the State of Florida rules and regulations for the National Pollutant Discharge Elimination System (NPDES) including but not limited to all permitting, Notices of Intent, and the Storm Water Pollution Prevention Plan (SWPPP). All costs for NPDES and SWPPP must be included in the Bid price. For further information on compliance requirements for NPDES and SWPPP visit the State of Florida website at

<http://www.dep.state.fl.us/water/stormwater/npdes/>. Contractor is responsible for obtaining, completing and paying for any required NPDES application or permits that may be required.

**END OF SECTION**

**CONTRACT EXECUTION FORM**

This Contract **2019-19** made this \_\_\_\_\_ day of \_\_\_\_\_ in the year **20**\_\_\_\_ in the amount of \$1,242,377 by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and RG Underground Engineering, 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 Inguanzo, Town Clerk

By: \_\_\_\_\_  
Edward Pidermann, Town Manager

By: \_\_\_\_\_  
Town Attorney

Signed, sealed and witnessed in the  
presence of:

**AS TO CONTRACTOR:**

\_\_\_\_\_  
RG Underground Engineering, 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. **2019-19**, 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 Royal Oaks Drainage and Roadway Improvements Phases I & II, 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 Proposer, or, if Town elects, upon determination by Town and Surety jointly of the lowest responsible Proposer, arrange for a contract between such Proposer and Town, and make available as Work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, means the total amount payable by Town to Contractor under the Contract and any amendments thereto, less the amount properly paid by Town to Contractor.

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

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

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Contractor

WITNESSES:

\_\_\_\_\_  
(Name of Corporation)

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_

(Signature)

(CORPORATE SEAL)

\_\_\_\_\_  
(Print Name and Title)

IN THE PRESENCE OF:

INSURANCE COMPANY:

\_\_\_\_\_  
By:

\_\_\_\_\_  
Agent and Attorney-in-Fact

\_\_\_\_\_  
Address:

\_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City/State/Zip Code)

\_\_\_\_\_  
Telephone No.: \_\_\_\_\_



**FORM OF PAYMENT BOND** (Page 1 of 2)

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

WHEREAS, Contractor has by written agreement entered into a **Contract No. 2019-19**, for the **Royal Oaks Drainage and Roadway Improvements Phases I & II**, 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"  
Fee Schedule

**RFP 2019-19**  
**Price Proposal**  
**Royal Oaks Drainage and Roadway Improvements Phase I**  
**Form PP**

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 profession 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.

The cost of construction stated below includes all costs to complete the work under the RFP and Contract except for the cost of permits, which shall be paid as a reimbursable expense from an allowance account established by the Town.

Total Price Proposal Amount: \$ 1,129,433.03

### Subcontractor Breakdown of the Price Proposal

The following information shall be provided for all of the Subcontractors listed under Exhibit 6, Subcontractor Utilization Form. This form is to include all tiers of Subcontractors. The Tier column is to be used to identify if they are a 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> etc. tier and who they are the sub-tier for if it is not the Successful Proposer. Add additional pages if required.

Name of Business	Value of the Work
H & J Asphalt, INC	\$ 87,500.00
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

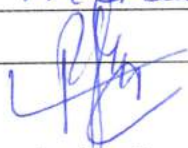
	\$
	\$
	\$
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	\$
	\$
	\$
	\$
	\$
	\$

.....

Company Name: RG Underground Engineering, INC

Signatory's Name: Ricardo Gonzalez

Signatory's Title: President

Signatory's Signature: 

NOTE: This Form is to be submitted in a separate sealed envelope.

**Town of Miami Lakes**  
**RFP 2019-19 Royal Oaks Drainage and Roadway Improvements Phases I**  
**Bid Form**

**BID FORM NOTES:**

1. All bid prices shall be inclusive of all labor, equipment, material, machinery, tools, means of transportation, 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.
7. Bidder must provide dust control throught the duration of the project. Dust Control is incidental to the drainage and roadway work.
8. Advance exploration of existing utilities costs to be included in items 1.02 and 2.02.
9. Items 1.01 (a) and 2.01 (a) are lump sum pay items for all mobilization costs and also include the construction of two (2) 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 prior to ordering the projects sign. Photos of the actual project sign must be submitted for approval prior to installation of the project sign.

AREA 1 - NW 87th AVE (from NW 164 St. to NW 165 TERR), NW 165 TERR, NW 165 ST., & NW 164 ST (from NW 87 AVE. to NW 84 CT)					
Item No.	Description	U/M	Unit Price	Quantity	Extended Price
1.01	General Items: mobilization, dust control, maintenance of traffic, advanced exploration of existing utilities, performance and payment bond	LS		1	\$ _____
1.01 (a)	Mobilization	LS	\$ 22,500.00	1	\$ 22,500.00
1.01 (b)	Maintenance of Traffic	LS	\$ 4,000.00	1	\$ 4,000.00



1.02	F&I exfiltration trench (4' wide, 15' deep, 18" diameter HDPE), Including roadway restoration	LF	\$ 138.00	1200	\$ 165,600.00
1.03	F & I 15" diameter Pipe HDPE	LF	\$ 85.00	204	\$ 17,340.00
1.04	F & I Manhole (4' diameter w/ ring & cover)	EA	\$ 3,600.00	13	\$ 46,800.00
1.05	F & I catch basin (24"x37" Type "C" w/ frame & grate)	EA	\$ 3,100.00	5	\$ 15,500.00
1.06	<del>Cut existing drainage pipe and fit new to existing pipe manhole with concrete jacket(s)</del>	EA		0	\$ _____
1.07	F & I Pollution Retardant Baffle	EA	\$ 500.00	16	\$ 8,000.00
1.08	Asphalt Apron (1" Type FC-9.5 Asphalt, 6" Limerock Base)	EA	\$ 660.00	7	\$ 4,620.00
1.09	Core Drill Exist. Catch Basin	EA	\$ 800.00	9	\$ 7,200.00
1.10	Milling Exist. Asphalt, 1" Avg. Depth	SY	\$ 2.90	8883	\$ 25,760.06
1.11	Asphalt Resurfacing, 1" Type FC-9.5 Asphalt	TN	\$ 145.00	563	\$ 81,635.00
1.12	Thermoplastic Pavement Markings, 24" Stop Bar, 50' Double Yellow, Yellow RPMs	EA	\$ 500.00	6	\$ 3,000.00
1.13	Site restoration as required (including landscaping, swale, concrete curb and gutter, driveways (asphalt, paver or concrete), mailbox, street signs, etc)	LS	\$ 23,500.00	1	\$ 23,500.00
<b>SUB-TOTAL AMOUNT AREA 1</b>					<b>\$ 425,455.06</b>

**AREA 2 - NW 167 TERR & NW 169 TERR (from NW 81 AVE to NW 79 AVE), NW 81 AVE, NW 80 CT, NW 79 PL (from NW 167 TERR to NW 169)**

Item No.	Description	U/M	Unit Price	Quantity	Extended Price
2.01	<del>General Items: mobilization, dust control, maintenance of traffic, advanced exploration of existing utilities, performance and payment bond</del>	LS		1	\$ _____
2.01 (a)	Mobilization	LS	\$ 22,500.00	1	\$ 22,500.00
2.01 (b)	Maintenance of Traffic	LS	\$ 4,000.00	1	\$ 4,000.00
2.02	F&I exfiltration trench (4' wide, 15' deep, 18" diameter HDPE), Including roadway restoration	LF	\$ 138.00	2413	\$ 332,994.00
2.03	F & I 15" diameter Pipe HDPE	LF	\$ 85.00	251	\$ 21,335.00
2.04	F & I Manhole (4' diameter w/ ring & cover)	EA	\$ 3,600.00	23	\$ 82,800.00
2.05	F & I catch basin (24"x37" Type "C" w/ frame & grate)	EA	\$ 3,100.00	18	\$ 55,800.00
2.06	Cut existing drainage pipe and fit new to existing pipe manhole with concrete jacket(s)	EA	\$ 2,500.00	10	\$ 25,000.00
2.07	F & I Pollution Retardant Baffle	EA	\$ 500.00	29	\$ 14,500.00



2.08	Asphalt Apron (1" Type FC-9.5 Asphalt, 6" Limerock Base)	EA	\$ 660.00	5	\$ 3,300.00
2.09	Core Drill Exist. Catch Basin	EA	\$ 800.00	2	\$ 1,600.00
2.10	Milling Exist. Asphalt, 1" Avg. Depth	SY	\$ 2.90	9367	\$ 27,163.98
2.11	Asphalt Resurfacing , 1" Type FC-9.5 Asphalt	TN	\$ 145.00	593	\$ 85,985.00
2.12	Thermoplastic Pavement Markings, 24" Stop Bar, 50' Double Yellow, Yellow RPMs	EA	\$ 500.00	7	\$ 3,500.00
2.13	Site restoration as required (including landscaping, swale, concrete curb and gutter, driveways (asphalt, paver or concrete), mailbox, street signs, etc)	LS	\$ 23,500.00	1	\$ 23,500.00
<b>SUB-TOTAL AMOUNT AREA 2</b>					\$ 703,977.98
<b>TOTAL BID AMOUNT</b>					\$ 1,129,433.03

Firm's Name:

RG Underground Engineering, Inc

Authorized Signatory:

Print Name/Title:

Ricardo Gonzalez / President

Email Address:

rgunderground@att.net

### 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
trench box	LF	3613	1.00	1.00	trench box

Total \$ \$3,613.00

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: RG Underground Engineering, Inc

Signature: 

Printed Name/Title: Ricardo Gonzalez / President

City/State/Zip: Miami, FL 33186

Telephone No.: 305-386-6293

E-Mail Address: rgunderground@att.net

Exhibit “B”  
Plans and Specifications

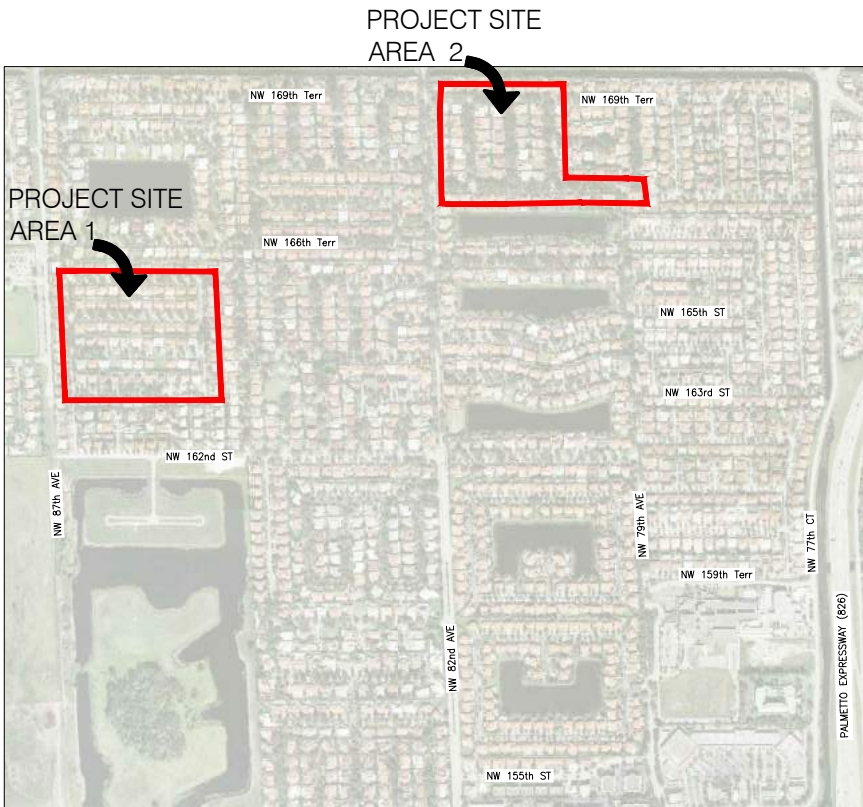
# TOWN OF MIAMI LAKES

## ROYAL OAKS DRAINAGE & ROADWAY IMPROVEMENTS

MIAMI-DADE COUNTY, FLORIDA  
STANTEC PROJECT NO. 215611994

### INDEX OF SHEETS

SHEET NO.	SHEET DESCRIPTION
C00	COVER
C01	GENERAL NOTES
C02 - C08	DRAINAGE PLANS AREA 1
C09 - C15	DRAINAGE PLANS AREA 2
C16 - C17	CONSTRUCTION DETAILS



LOCATION MAP  
N.T.S.

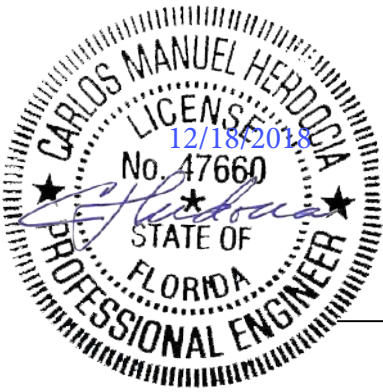


MAYOR & COUNCIL:

Manny Cid, Mayor  
Nelson Rodriguez, Vice Mayor  
Carlos Alvarez, Councilmember  
Luis Collazo, Councilmember  
Joshua Dieguez, Councilmember  
Jeffrey Rodriguez, Councilmember  
Marilyn Ruano, Councilmember

Town Manager: Alex Rey

.....APPROVALS.....			
AGENCY	SUBMITTAL DATE	APPROVAL DATE	PERMIT NUMBER



December 17, 2018

APPROVED BY

CARLOS M. HERDOCIA  
REGISTERED ENGINEER NO. 47660  
STATE OF FLORIDA



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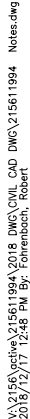
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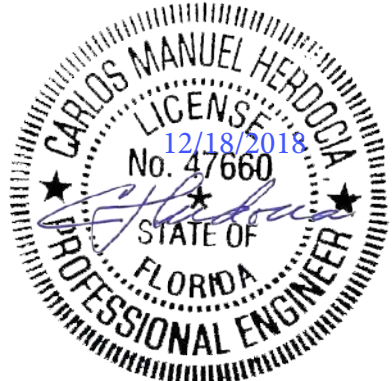
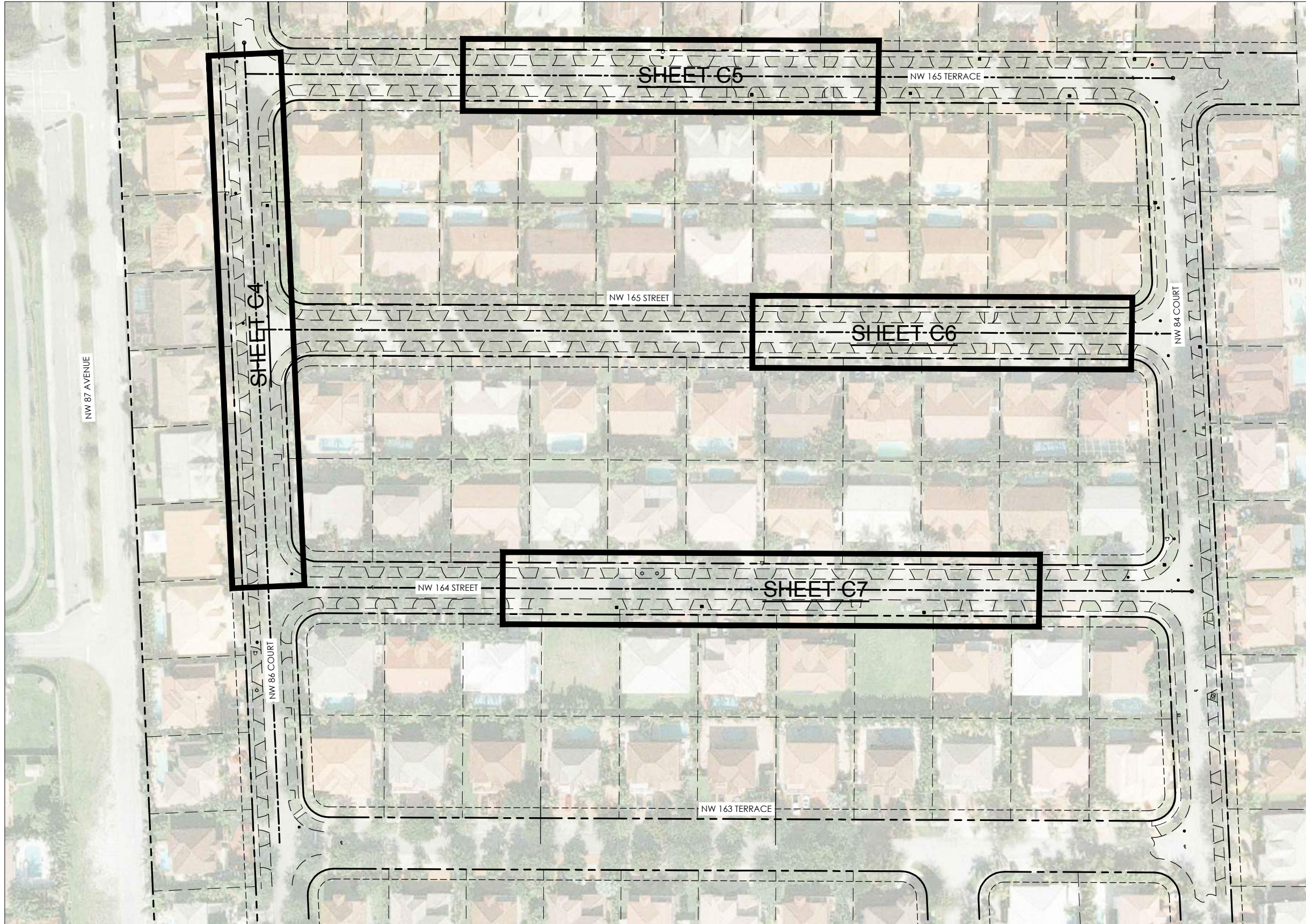
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V:\21561\active\215611994\2018 DWG\CIVIL CAD DWG\215611994 AREAS KEY SHEET.dwg  
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**AREA #1**

																<div><div><div><div></div></div></div><div><div>Stantec</div><div>901 Ponce de Leon Blvd, Suite 900 Coral Gables, Florida 33134 www.stantec.com</div></div><div><div>The Contractor shall verify and be responsible for all dimensions. DO NOT scale the drawing - any errors or omissions shall be reported to Stantec without delay. The Copyrights to all designs and drawings are the property of Stantec. Reproduction or use for any purpose other than that authorized by Stantec is forbidden.</div></div></div>				TOWN OF MIAMI LAKES ROYAL OAKS DRAINAGE & ROADWAY IMPROVEMENTS MIAMI-DADE COUNTY				AREA 1 - KEY PLAN															
												Project No. 215611994				Scale 1" = 10' (REDUCED 1" = 20')																							
												Drawing No.				Sheet C2 of 17				Revision																			
Revision				By				Appd.				YY.MM.DD				Issued				By				Appd.				YY.MM.DD				CARLOS M. HERDOCIA, P.E. REGISTERED ENGINEER NO. 47660 STATE OF FLORIDA				Consultants			



N.W. 86th COURT

SUMMARY OF DRAINAGE STRUCTURES											
Structure Number	Station	Off-set	Structure Type	FRAME & GRATE	Rim Elev.	Pipe Inverts	Bottom (Sump) Elev.	Pollution N	Retardant S	Baffle E	W
S-1A	73+72.77	4.97' Rt	MH TYPE "P", 48"Ø	USF 465 & "A" Cover	6.51	18" HDPE (2.00) (N) 15" HDPE (2.80) (E) 18" HDPE (2.00) (S) 15" HDPE (2.80) (W)	-1.50	X	X		
S-1B	72+63.61	4.97' Rt	MH TYPE "P", 48"Ø	USF 465 & "A" Cover	7.07	18" HDPE (2.00) (N) 15" HDPE (3.50) (E)	-1.50	X			
S-1C	74+82.59	4.56' Rt	MH TYPE "P", 48"Ø	USF 465 & "A" Cover	6.92	18" HDPE (2.00) (S) 15" HDPE (3.20) (SE)	-1.50		X		
S-1D	72+67.25	25.74' Rt	Type "C" CB, 24"x37"	USF 5113 & 6194 GRATE	6.80	15" HDPE (3.55) (W)	2.55				
S-1E	74+71.11	25.20' Rt	Type "C" CB, 24"x37"	USF 5113 & 6194 GRATE	6.50	15" HDPE (3.25) (NW)	2.25				
S-2A	76+26.32	4.97' Rt	MH TYPE "P", 48"Ø	USF 465 & "A" Cover	6.50	15" HDPE (2.95) (W) 15" HDPE (2.95) (E) 18" HDPE (2.00) (S) 18" HDPE (2.00) (N)	-1.50	X	X		
S-2B	75+16.31	4.96' Rt	MH TYPE "P", 48"Ø	USF 465 & "A" Cover	7.00	18" HDPE (2.00) (N) 15" HDPE (3.20) (NE)	-1.50	X			
S-2C	77+36.31	4.97' Rt	MH TYPE "P", 48"Ø	USF 465 & "A" Cover	6.90	15" HDPE (3.30) (E) 18" HDPE (2.00) (S)	-1.50		X		
S-2D	75+22.99	20.57' Rt	Type "C" CB, 24"x37"	USF 5113 & 6194 GRATE	6.50	15" HDPE (3.25) (SW)	2.25				
S-2E	77+27.77	34.61' Rt	Type "C" CB, 24"x37"	USF 5113 & 6194 GRATE	6.60	15" HDPE (3.35) (W)	2.35				

## N.W. 165th TERRACE

SUMMARY OF DRAINAGE STRUCTURES											
Structure Number	Station	Off-set	Structure Type	FRAME & GRATE	Rim Elev.	Pipe Inverts	Bottom (Sump) Elev.	Pollution N	Retardant S	Baffle E	W
S-3A	14+71.85	5.25' Rt	MH TYPE "P", 48"Ø	USF 465 & "A" Cover	6.60	18" HDPE (2.00) (W) 15" HDPE (2.90) (N) 15" HDPE (2.90) (S)	-1.50				X
S-3B	12+59.84	5.08' Rt	MH TYPE "P", 48"Ø	USF 465 & "A" Cover	7.40	18" HDPE (2.00) (E)	0.00				

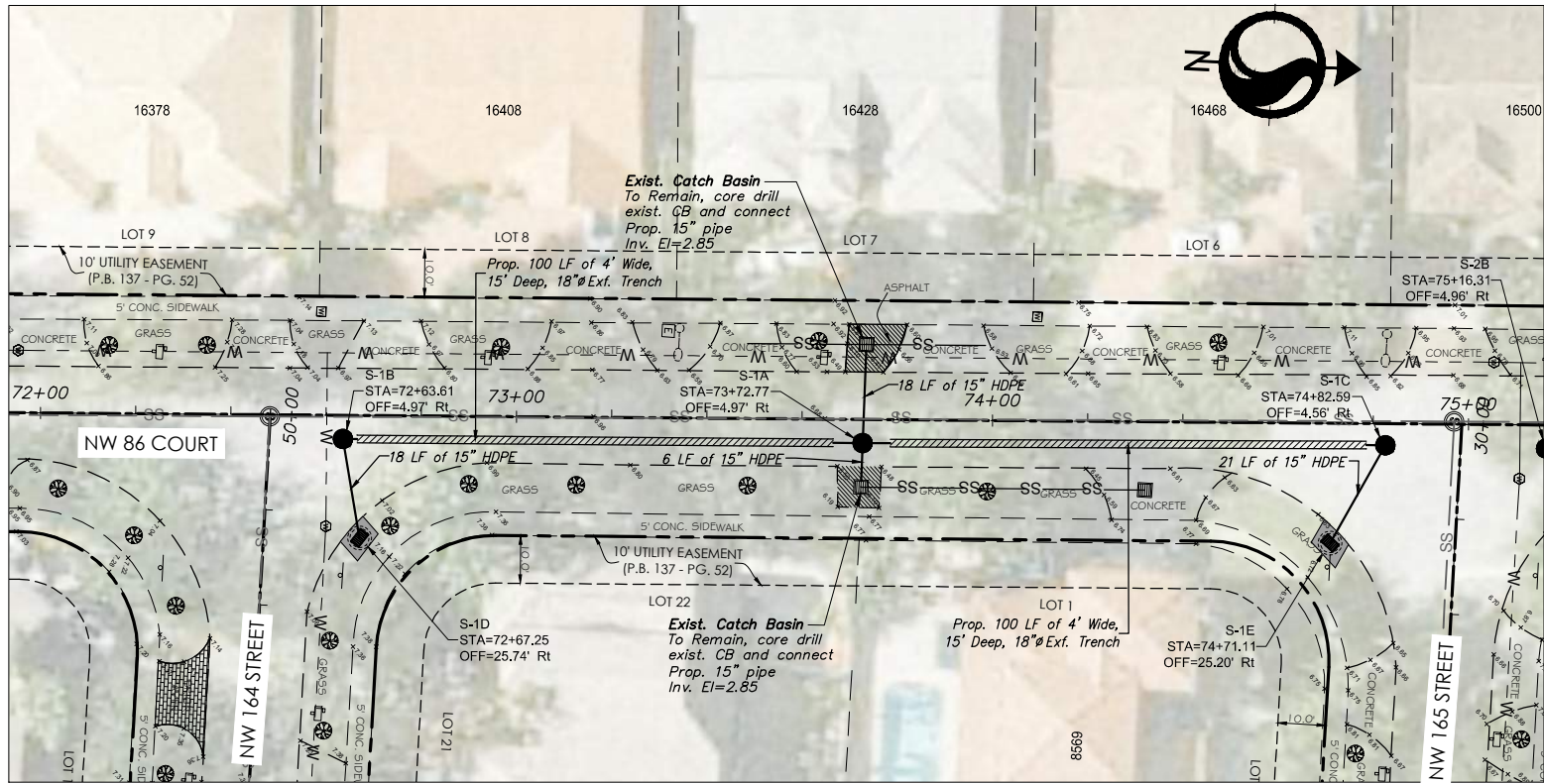
N.W. 165th STREET

SUMMARY OF DRAINAGE STRUCTURES										
Structure Number	Station	Off-set	Structure Type	FRAME & GRATE	Rim Elev.	Pipe Inverts	Bottom (Sump) Elev.	Pollution N	Retardant S	Baffle E W
S-4A	37+95.60	5.22' Rt	MH TYPE "P", 48"Ø	USF 465 & "A" Cover	6.50	15" HDPE (2.95) (S) 15" HDPE (2.95) (N) 18" HDPE (2.00) (W)	-1.50			X
S-4B	35+83.49	5.24' Rt	MH TYPE "P", 48"Ø	USF 465 & "A" Cover	7.02	18" HDPE (2.00) (E)	0.00			

N.W. 164th STREET

SUMMARY OF DRAINAGE STRUCTURES										
Structure Number	Station	Off-set	Structure Type	FRAME & GRATE	Rim Elev.	Pipe Inverts	Bottom (Sump) Elev.	Pollution N	Retardant S	Baffle E W
S-5A	54+82.07	5.14' Lt	MH TYPE "P", 48"Ø	USF 465 & "A" Cover	6.82	15" HDPE (3.20) (N) 15" HDPE (3.20) (S) 18" HDPE (2.00) (E) 18" HDPE (2.00) (W)	-1.50			X X
S-5B	54+85.71	16.85' Lt	Type "C" CB, 24"x37"	USF 5113 & 6194 GRATE	6.50	15" HDPE (3.25) (S)	2.25			
S-5C	52+73.77	5.02' Lt	MH TYPE "P", 48"Ø	USF 465 & "A" Cover	7.40	18" HDPE (2.00) (E)	0.00			
S-5D	56+97.77	5.21' Lt	MH TYPE "P", 48"Ø	USF 465 & "A" Cover	6.85	18" HDPE (2.00) (W)	0.00			

[illegible]



Location of existing facilities as shown on construction drawings are from available records. The Engineer assumes no responsibility for the accuracy of the facilities shown or for any facility not shown. Verify the elevation, type of pipes and location of existing facilities prior to construction. If an existing facility is found to conflict with the proposed construction upon excavation the contractor shall immediately notify the engineer of record so that appropriate measures can be taken to resolve the problem. Contractor to notify the Town of Miami Lakes and Sunshine State One Call of Florida, Inc. 811 at Least Forty Eight (48) Hours Prior to Excavating. Evidence of such notice shall be furnished to Stantec prior to excavating.

Special attention shall be given to the fact that the new drainage will need to be installed close to the existing sanitary sewer line. Contractor shall take all required measures to support the existing sewer and prevent undermining of the pipe. These measures could include the use of trench boxes and excavation and backfill of short lengths of drainage prior to continuing with the next section of proposed pipe.

LEGEND

= PROP. DRAINAGE CATCH BASIN

= PROP. DRAINAGE MH

= PALM TREE

= TREE

= LIGHT POST

= ELEVATION

= EXISTING ASPHALT APRON TO BE RECONSTRUCTED / DRIVEWAY REPLACEMENT

= PROP. ASPHALT APRON

= U.G. ELEC. UTILITY

= U.G. UNKNOWN

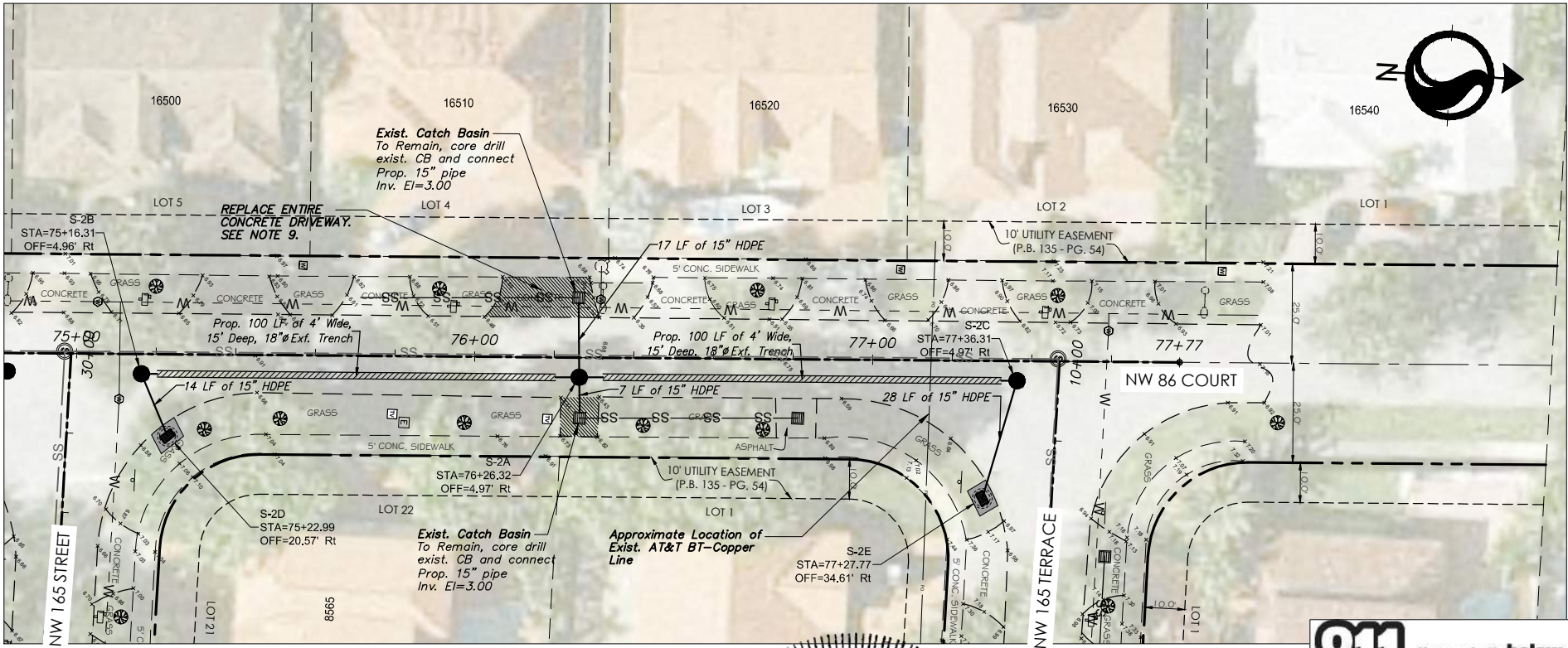
= U.G. PHONE

= U.G. STORM

= U.G. WATER

= U.G. CABLE TV

= U.G. FORCE MAIN



- CONSTRUCTION NOTES:
1. EXACT LOCATION OF DRAINAGE IMPROVEMENTS WILL BE DETERMINED BY THE ENGINEER AFTER EXPLORATORY EXCAVATION BY CONTRACTOR AS DIRECTED BY ENGINEER. CONTRACTOR SHALL ORDER DRAINAGE STRUCTURES ONLY AFTER EXPLORATORY EXCAVATION AND FINAL LOCATION DETERMINATION AND SHOP DRAWING APPROVAL BY ENGINEER.

2. ASPHALT APRONS SHALL BE CONSTRUCTED AROUND ALL CATCH BASINS NOT LOCATED IN A DRIVEWAY. SEE DETAIL SHEET.

3. WHERE CATCH BASINS ARE INSTALLED IN EXISTING DRIVEWAYS, THE DRIVEWAY SHALL BE REPLACED AND SLOPED TO THE NEW CATCH BASIN.

4. CONTRACTOR SHALL TEMPORARILY RELOCATE ANY REQUIRED EXISTING MAILBOXES DURING CONSTRUCTION AND RESET MAILBOXES IN ORIGINAL LOCATION WITH MOUNTING AND FOUNDATION ELEMENTS TO MATCH PREVIOUS.

5. ELEVATIONS SHOWN REFER TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 UNLESS OTHERWISE NOTED.

6. CONTRACTOR IS RESPONSIBLE FOR RESTORING THE EXISTING ROADWAY ABOVE DRAINAGE INSTALLATIONS. SEE DETAILS SHEET. IT'S THE CONTRACTOR'S RESPONSIBILITY TO RESTORE ANY DAMAGES TO EXISTING ASPHALT TO THE SATISFACTION OF THE ENGINEER AND THE TOWN OF MIAMI LAKES. ALL REQUIRED RESTORATION COSTS SHALL BE INCLUDED IN THE LUMP SUM RESTORATION BID ITEMS.

7. CONTRACTOR SHALL VERIFY ALL EXIST. UTILITIES PRIOR TO DRAINAGE EXCAVATION.

8. MANHOLE ELEVATIONS TO BE FLUSHED WITH FINAL LAYOUT OF PAVEMENT.

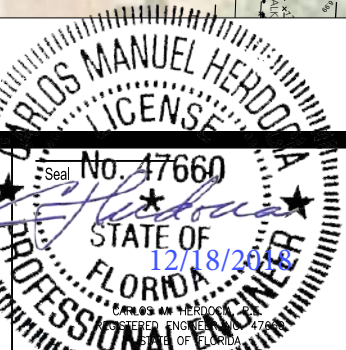
9. ALL EXISTING DRIVEWAYS SHALL BE PROTECTED THROUGHOUT THE DURATION OF CONSTRUCTION. DRIVEWAY PATCHES WILL NOT BE ACCEPTED. DRIVEWAYS DAMAGED DURING CONSTRUCTION WILL REQUIRE COMPLETE REMOVAL AND REPLACEMENT TO THE R/W LINE.

10. CONTRACTOR SHALL RESTORE ALL EXISTING CONCRETE (SIDEWALKS, CURBS, GUTTERS, DRIVEWAYS) IMPACTED AS PART OF THE DRAINAGE INSTALLATION WORK. CURBS AND SIDEWALKS SHALL BE RESTORED TO THE NEAREST CONTROL JOINT.

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Revision	By	Appd.	YY.MM.DD

Issued	By	Appd.	YY.MM.DD



Consultants



901 Ponce de Leon Blvd. Suite 900  
Coral Gables, Florida 33134  
www.stantec.com

The Contractor shall verify and be responsible for all dimensions. DO NOT scale the drawing - any errors or omissions shall be reported to Stantec without delay. The Copyrights to all designs and drawings are the property of Stantec. Reproduction or use for any purpose other than that authorized by Stantec is forbidden.

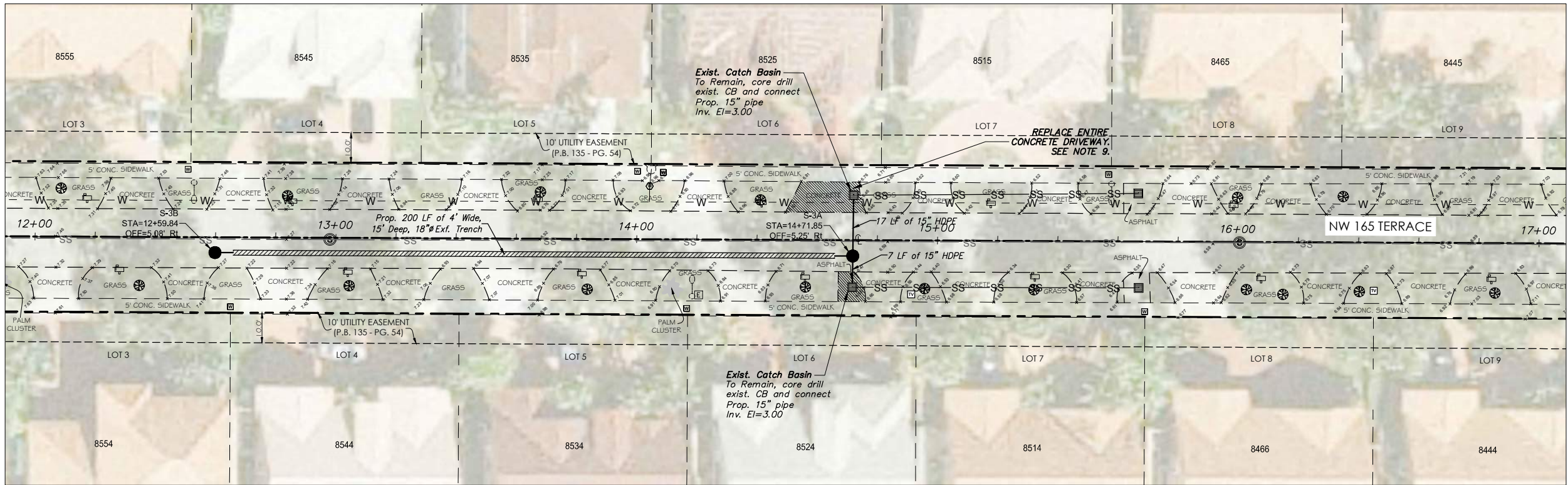
TOWN OF MIAMI LAKES  
ROYAL OAKS DRAINAGE & ROADWAY IMPROVEMENTS  
MIAMI-DADE COUNTY

File Name: RM CMH CMH 2018/12/17  
Dwn. Chkd. Dsgn. YY.MM.DD

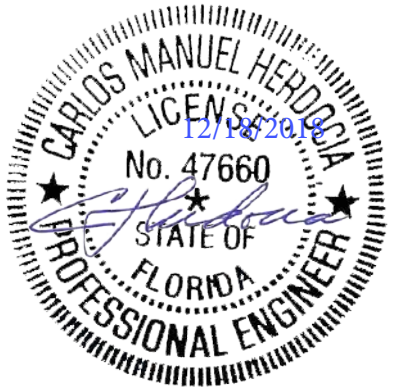
AREA 1 - DRAINAGE PLAN

Project No. 215611994  
Drawing No. Sheet C4 of 17  
Scale 1" = 20'  
(REDUCED 1" = 40')  
Revision





Special attention shall be given to the fact that the new drainage will need to be installed close to the existing sanitary sewer line. Contractor shall take all required measures to support the existing sewer and prevent undermining of the pipe. These measures could include the use of trench boxes and excavation and backfill of short lengths of drainage prior to continuing with the next section of proposed pipe.



CONSTRUCTION NOTES:

1. EXACT LOCATION OF DRAINAGE IMPROVEMENTS WILL BE DETERMINED BY THE ENGINEER AFTER EXPLORATORY EXCAVATION BY CONTRACTOR AS DIRECTED BY ENGINEER. CONTRACTOR SHALL ORDER DRAINAGE STRUCTURES ONLY AFTER EXPLORATORY EXCAVATION AND FINAL LOCATION DETERMINATION AND SHOP DRAWING APPROVAL BY ENGINEER.
2. ASPHALT APRONS SHALL BE CONSTRUCTED AROUND ALL CATCH BASINS NOT LOCATED IN A DRIVEWAY. SEE DETAIL SHEET.
3. WHERE CATCH BASINS ARE INSTALLED IN EXISTING DRIVEWAYS, THE DRIVEWAY SHALL BE REPLACED AND SLOPED TO THE NEW CATCH BASIN.
4. CONTRACTOR SHALL TEMPORARILY RELOCATE ANY REQUIRED EXISTING MAILBOXES DURING CONSTRUCTION AND RESET MAILBOXES IN ORIGINAL LOCATION WITH MOUNTING AND FOUNDATION ELEMENTS TO MATCH PREVIOUS.
5. ELEVATIONS SHOWN REFER TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 UNLESS OTHERWISE NOTED.
6. CONTRACTOR IS RESPONSIBLE FOR RESTORING THE EXISTING ROADWAY ABOVE DRAINAGE INSTALLATIONS. SEE DETAILS SHEET. IT'S THE CONTRACTOR'S RESPONSIBILITY TO RESTORE ANY DAMAGES TO EXISTING ASPHALT TO THE SATISFACTION OF THE ENGINEER AND THE TOWN OF MIAMI LAKES. ALL REQUIRED RESTORATION COSTS SHALL BE INCLUDED IN THE LUMP SUM RESTORATION BID ITEMS.
7. CONTRACTOR SHALL VERIFY ALL EXIST. UTILITIES PRIOR TO DRAINAGE EXCAVATION.
8. MANHOLE ELEVATIONS TO BE FLUSHED WITH FINAL LAYOUT OF PAVEMENT.
9. ALL EXISTING DRIVEWAYS SHALL BE PROTECTED THROUGHOUT THE DURATION OF CONSTRUCTION. DRIVEWAY PATCHES WILL NOT BE ACCEPTED. DRIVEWAYS DAMAGED DURING CONSTRUCTION WILL REQUIRE COMPLETE REMOVAL AND REPLACEMENT TO THE R/W LINE.
10. CONTRACTOR SHALL RESTORE ALL EXISTING CONCRETE (SIDEWALKS, CURBS, GUTTERS, DRIVEWAYS) IMPACTED AS PART OF THE DRAINAGE INSTALLATION WORK. CURBS AND SIDEWALKS SHALL BE RESTORED TO THE NEAREST CONTROL JOINT.

LEGEND

- [Symbol] = PROP. DRAINAGE CATCH BASIN
- [Symbol] = PROP. DRAINAGE MH
- [Symbol] = PALM TREE
- [Symbol] = TREE
- [Symbol] = LIGHT POST
- [Symbol] = ELEVATION
- [Symbol] = EXISTING ASPHALT APRON TO BE RECONSTRUCTED / DRIVEWAY REPLACEMENT
- [Symbol] = PROP. ASPHALT APRON
- [Symbol] = U.G. ELEC. UTILITY
- [Symbol] = U.G. UNKNOWN
- [Symbol] = U.G. PHONE
- [Symbol] = U.G. STORM
- [Symbol] = U.G. WATER
- [Symbol] = U.G. CABLE TV
- [Symbol] = U.G. FORCE MAIN

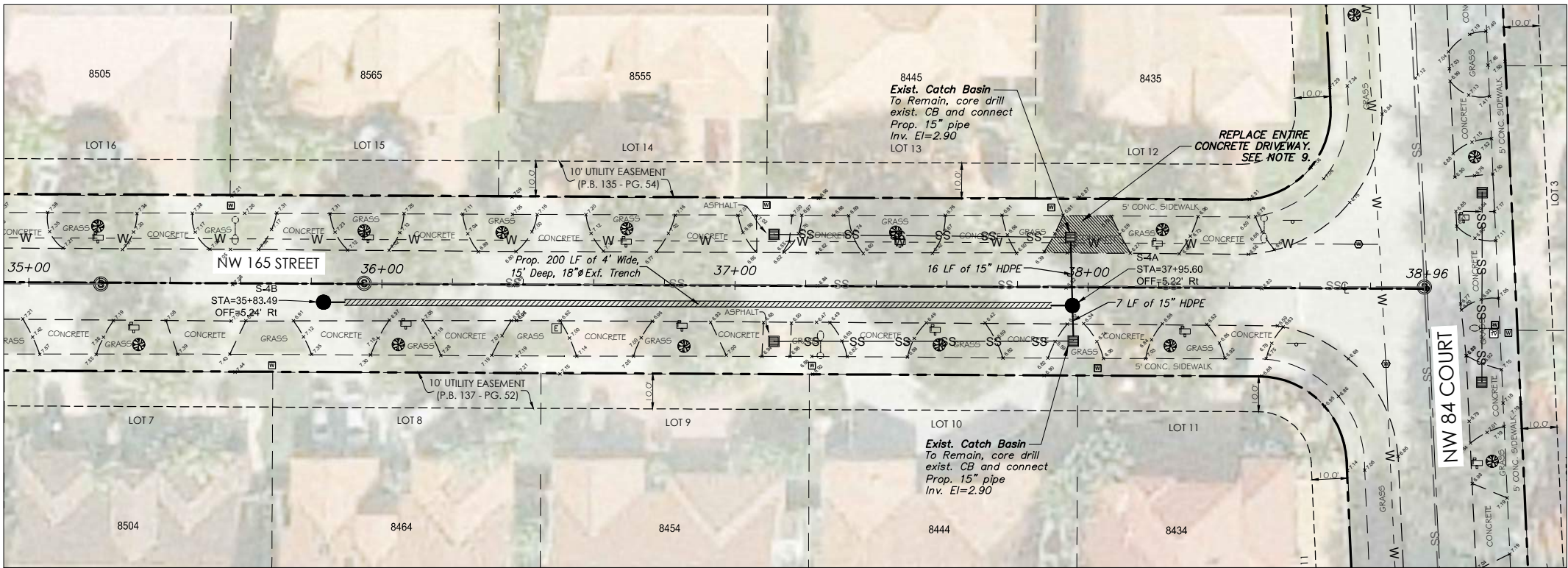
Location of existing facilities as shown on construction drawings are from available records. The Engineer assumes no responsibility for the accuracy of the facilities shown or for any facility not shown. Verify the elevation, type of pipes and location of existing facilities prior to construction. If an existing facility is found to conflict with the proposed construction upon excavation the contractor shall immediately notify the engineer of record so that appropriate measures can be taken to resolve the problem. Contractor to notify the Town of Miami Lakes and Sunshine State One Call of Florida, Inc. @ 811 at Least Forty Eight (48) Hours Prior to Excavating. Evidence of such notice shall be furnished to Stantec prior to excavating.



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2018/12/17 12:49 PM By: Fohrenbach, Robert

												<div><div></div><div>Seal</div></div>				<div><div></div><div>Consultants</div></div>				<div><div><div><div></div><div></div></div><div><div>Stantec</div><div>901 Ponce de Leon Blvd. Suite 900 Coral Gables, Florida 33134 www.stantec.com</div></div><div><div>The Contractor shall verify and be responsible for all dimensions. DO NOT scale the drawing - any errors or omissions shall be reported to Stantec without delay. The Copyrights to all designs and drawings are the property of Stantec. Reproduction or use for any purpose other than that authorized by Stantec is forbidden.</div></div></div></div>				<div><div><div>TOWN OF MIAMI LAKES</div><div>ROYAL OAKS DRAINAGE &amp; ROADWAY IMPROVEMENTS</div><div>MIAMI-DADE COUNTY</div></div><div><div>File Name:</div><div>RM Dwn.</div><div>CMH Chkd.</div><div>CMH Dsgn.</div><div>2018/12/17 YY.MM.DD</div></div></div>				<div><div><div>AREA 1 - DRAINAGE PLAN</div><div>Project No. 215611994</div><div>Drawing No.</div></div><div><div>Scale 1" = 20' (REDUCED 1" = 40')</div><div>Sheet C5 of 17</div><div>Revision</div></div></div>			
<div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><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CONSTRUCTION NOTES:

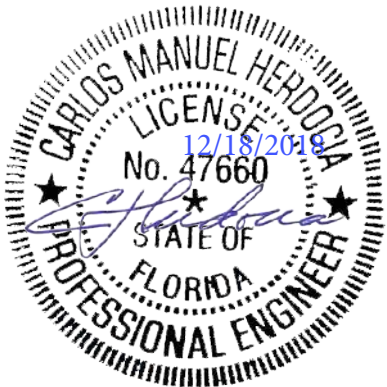
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4. CONTRACTOR SHALL TEMPORARILY RELOCATE ANY REQUIRED EXISTING MAILBOXES DURING CONSTRUCTION AND RESET MAILBOXES IN ORIGINAL LOCATION WITH MOUNTING AND FOUNDATION ELEMENTS TO MATCH PREVIOUS.
5. ELEVATIONS SHOWN REFER TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 UNLESS OTHERWISE NOTED.
6. CONTRACTOR IS RESPONSIBLE FOR RESTORING THE EXISTING ROADWAY ABOVE DRAINAGE INSTALLATIONS. SEE DETAILS SHEET. IT'S THE CONTRACTOR'S RESPONSIBILITY TO RESTORE ANY DAMAGES TO EXISTING ASPHALT TO THE SATISFACTION OF THE ENGINEER AND THE TOWN OF MIAMI LAKES. ALL REQUIRED RESTORATION COSTS SHALL BE INCLUDED IN THE LUMP SUM RESTORATION BID ITEMS.
7. CONTRACTOR SHALL VERIFY ALL EXIST. UTILITIES PRIOR TO DRAINAGE EXCAVATION.
8. MANHOLE ELEVATIONS TO BE FLUSHED WITH FINAL LAYOUT OF PAVEMENT.
9. ALL EXISTING DRIVEWAYS SHALL BE PROTECTED THROUGHOUT THE DURATION OF CONSTRUCTION. DRIVEWAY PATCHES WILL NOT BE ACCEPTED. DRIVEWAYS DAMAGED DURING CONSTRUCTION WILL REQUIRE COMPLETE REMOVAL AND REPLACEMENT TO THE R/W LINE.
10. CONTRACTOR SHALL RESTORE ALL EXISTING CONCRETE (SIDEWALKS, CURBS, GUTTERS, DRIVEWAYS) IMPACTED AS PART OF THE DRAINAGE INSTALLATION WORK. CURBS AND SIDEWALKS SHALL BE RESTORED TO THE NEAREST CONTROL JOINT.

LEGEND

- [Symbol] = PROP. DRAINAGE CATCH BASIN
- [Symbol] = PROP. DRAINAGE MH
- [Symbol] = PALM TREE
- [Symbol] = TREE
- [Symbol] = LIGHT POST
- [Symbol] = ELEVATION
- [Symbol] = EXISTING ASPHALT APRON TO BE RECONSTRUCTED / DRIVEWAY REPLACEMENT
- [Symbol] = PROP. ASPHALT APRON
- [Symbol] = U.G. ELEC. UTILITY
- [Symbol] = U.G. UNKNOWN
- [Symbol] = U.G. PHONE
- [Symbol] = U.G. STORM
- [Symbol] = U.G. WATER
- [Symbol] = U.G. CABLE TV
- [Symbol] = U.G. FORCE MAIN

Special attention shall be given to the fact that the new drainage will need to be installed close to the existing sanitary sewer line. Contractor shall take all required measures to support the existing sewer and prevent undermining of the pipe. These measures could include the use of trench boxes and excavation and backfill of short lengths of drainage prior to continuing with the next section of proposed pipe.

Location of existing facilities as shown on construction drawings are from available records. The Engineer assumes no responsibility for the accuracy of the facilities shown or for any facility not shown. Verify the elevation, type of pipes and location of existing facilities prior to construction. If an existing facility is found to conflict with the proposed construction upon excavation the contractor shall immediately notify the engineer of record so that appropriate measures can be taken to resolve the problem. Contractor to notify the Town of Miami Lakes and Sunshine State One Call of Florida, Inc. @ 811 at Least Forty Eight (48) Hours Prior to Excavating. Evidence of such notice shall be furnished to Stantec prior to excavating.



Seal

Consultants



The Contractor shall verify and be responsible for all dimensions. DO NOT scale the drawing - any errors or omissions shall be reported to Stantec without delay. The Copyrights to all designs and drawings are the property of Stantec. Reproduction or use for any purpose other than that authorized by Stantec is forbidden.

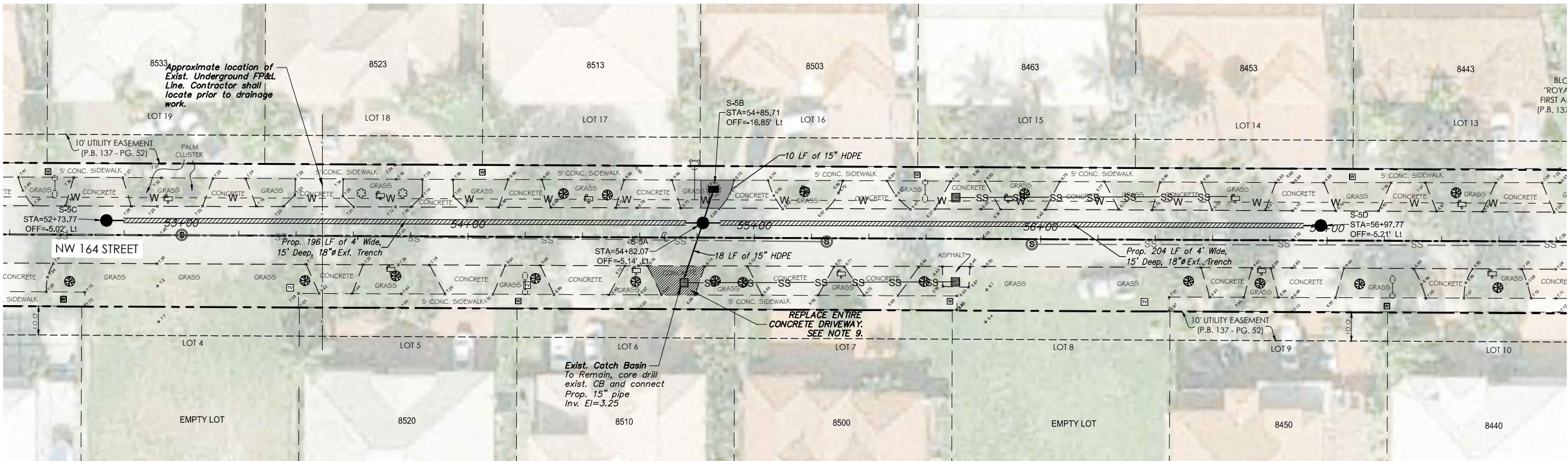
TOWN OF MIAMI LAKES  
ROYAL OAKS DRAINAGE & ROADWAY IMPROVEMENTS  
MIAMI-DADE COUNTY

File Name: RM CMH CMH 2018/12/17  
Dwn. Chkd. Dsgn. YY.MM.DD

AREA 1 - DRAINAGE PLAN

Project No. 215611994 Scale 1" = 20' (REDUCED 1" = 40')  
Drawing No. Sheet C6 of 17 Revision





Special attention shall be given to the fact that the new drainage will need to be installed close to the existing sanitary sewer line. Contractor shall take all required measures to support the existing sewer and prevent undermining of the pipe. These measures could include the use of trench boxes and excavation and backfill of short lengths of drainage prior to continuing with the next section of proposed pipe.

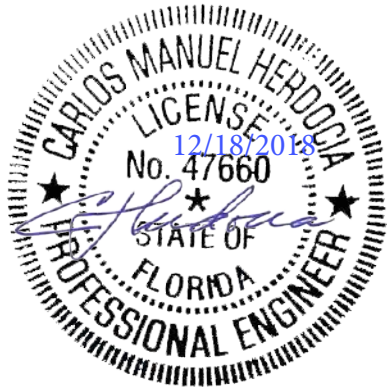
CONSTRUCTION NOTES:

1. EXACT LOCATION OF DRAINAGE IMPROVEMENTS WILL BE DETERMINED BY THE ENGINEER AFTER EXPLORATORY EXCAVATION BY CONTRACTOR AS DIRECTED BY ENGINEER. CONTRACTOR SHALL ORDER DRAINAGE STRUCTURES ONLY AFTER EXPLORATORY EXCAVATION AND FINAL LOCATION DETERMINATION AND SHOP DRAWING APPROVAL BY ENGINEER.
2. ASPHALT APRONS SHALL BE CONSTRUCTED AROUND ALL CATCH BASINS NOT LOCATED IN A DRIVEWAY. SEE DETAIL SHEET.
3. WHERE CATCH BASINS ARE INSTALLED IN EXISTING DRIVEWAYS, THE DRIVEWAY SHALL BE REPLACED AND SLOPED TO THE NEW CATCH BASIN.
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10. CONTRACTOR SHALL RESTORE ALL EXISTING CONCRETE (SIDEWALKS, CURBS, GUTTERS, DRIVEWAYS) IMPACTED AS PART OF THE DRAINAGE INSTALLATION WORK. CURBS AND SIDEWALKS SHALL BE RESTORED TO THE NEAREST CONTROL JOINT.

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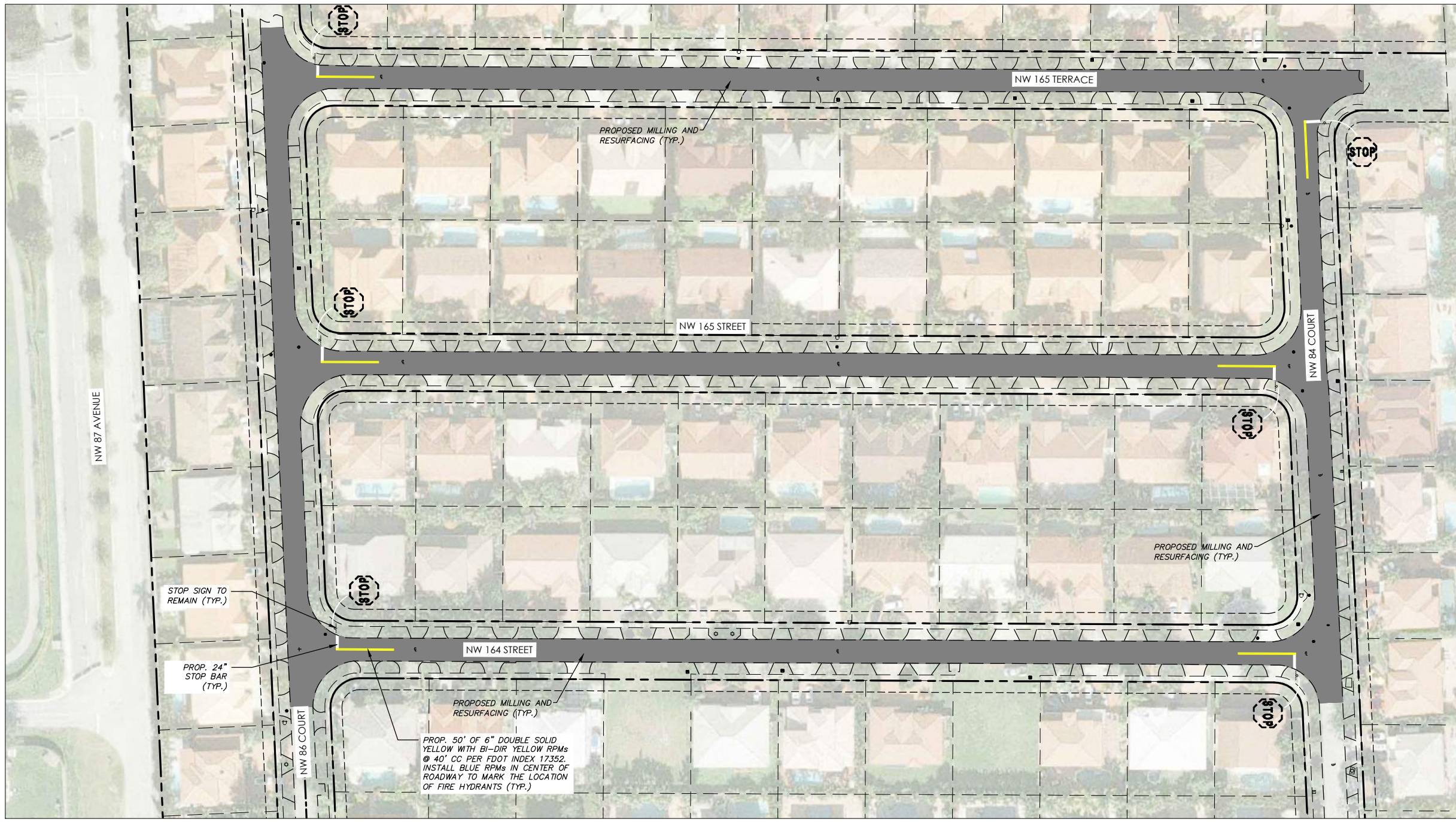
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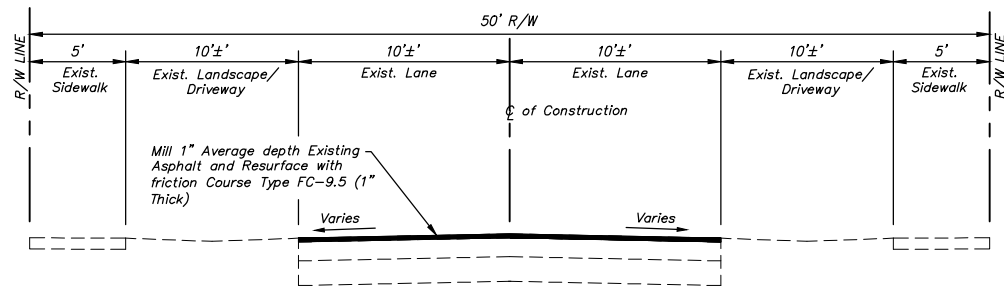
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2018/12/17 12:49 PM By: Fehrenbach, Robert

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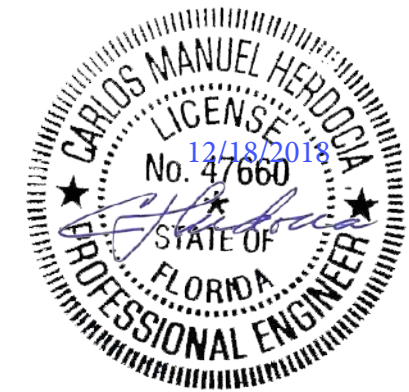




NOTE: CONTRACTOR SHALL COMPACT TEMPORARY BASE AND PLACE TEMPORARY HOT ASPHALT OVER NEW DRAINAGE INSTALLATIONS SO THAT SECTIONS OF ROAD ARE LEFT UNPAVED FOR A MAXIMUM OF 72 HOURS. DUST FREE SURFACE SHALL BE MAINTAINED THROUGHOUT THE PROJECT DURATION. EXPOSED ROCK ROAD IS NOT AN ACCEPTABLE TEMPORARY DRIVING SURFACE.



TYPICAL SECTION



AREA #1

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2018/12/17 12:50 PM By: Fohrenbach, Robert

Revision	By	Appd.	YY.MM.DD	Issued	By	Appd.	YY.MM.DD

Seal

CARLOS M. HERDOCIA, P.E.  
REGISTERED ENGINEER NO. 47660  
STATE OF FLORIDA

Consultants



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TOWN OF MIAMI LAKES  
ROYAL OAKS DRAINAGE & ROADWAY IMPROVEMENTS  
MIAMI-DADE COUNTY

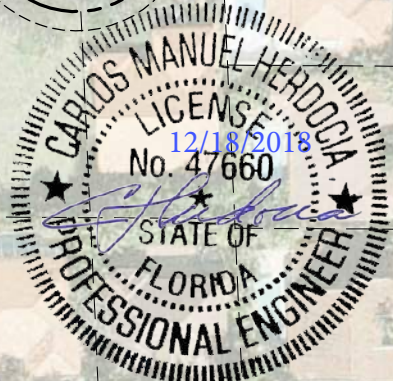
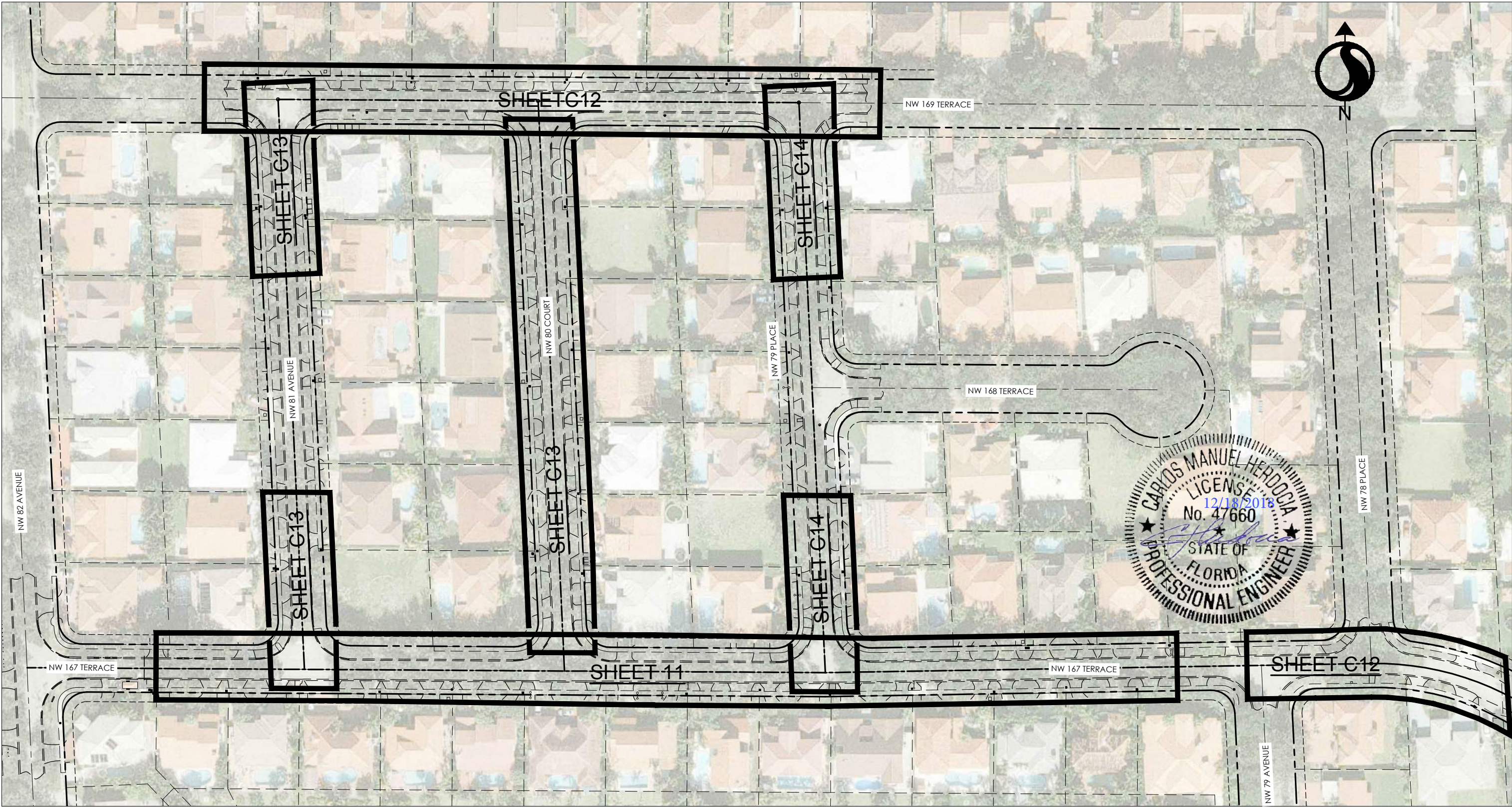
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**AREA 1 - RESURFACING**  
Project No. 215611994  
Drawing No. C8 of 17

Scale 1" = 50'  
(REDUCED 1" = 100')

Sheet 2018/12/17  
Revision





AREA #2

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C9 of 17																																																																														

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N.W. 167th TERRACE

SUMMARY OF DRAINAGE STRUCTURES												
Structure Number	Station	Off-set	Structure Type	FRAME & GRATE	Rim Elev.	Pipe Inverts	Bottom (Sump) Elev.	Pollution N	Retardant S	Baffle E	W	
S-7A	102+78.13	4.27' Rt	MH TYPE "P", 48"ø	USF 465 & "A" Cover	6.50	18" HDPE (2.00) (W) 18" HDPE (2.00) (E)	-1.50			X	X	
S-7B	101+28.80	4.37' Rt	MH TYPE "P", 48"ø	USF 465 & "A" Cover	6.99	18" HDPE (2.00) (E)	0.00					
S-7C	105+19.01	4.24' Rt	MH TYPE "P", 48"ø	USF 465 & "A" Cover	6.90	18" HDPE (2.00) (W) 15" HDPE (3.40) (S) 15" HDPE (3.20) (N)	-1.50				X	
S-7D	105+19.51	14.41' Rt	Type "C" CB, 24"x37"	USF 5113 & 6194 GRATE	6.70	15" HDPE (3.45) (N)	2.45					
S-7E	105+17.81	17.24' Lt	Type "C" CB, 24"x37"	USF 5113 & 6194 GRATE	6.50	15" HDPE (3.25) (S)	2.25					
S-8A	108+43.45	4.38' Rt	MH TYPE "P", 48"ø	USF 465 & "A" Cover	6.30	18" HDPE (2.00) (W) 18" HDPE (2.00) (E)	-1.50			X	X	
S-8B	106+08.38	4.46' Rt	MH TYPE "P", 48"ø	USF 465 & "A" Cover	6.80	18" HDPE (2.00) (E) 15" HDPE (3.30) (S)	-1.50			X		
S-8C	106+08.40	14.17' Rt	Type "C" CB, 24"x37"	USF 5113 & 6194 GRATE	6.60	15" HDPE (3.35) (N)	2.35					
S-8D	110+81.34	4.35' Rt	MH TYPE "P", 48"ø	USF 465 & "A" Cover	7.10	18" HDPE (2.00) (W) 15" HDPE (3.60) (S) 15" HDPE (3.60) (N)	-1.50				X	
S-8E	110+81.63	14.29' Rt	Type "C" CB, 24"x37"	USF 5113 & 6194 GRATE	6.90	15" HDPE (3.65) (N)	2.65					
S-8F	110+79.43	16.96' Lt	Type "C" CB, 24"x37"	USF 5113 & 6194 GRATE	6.90	15" HDPE (3.65) (S)	2.65					
S-9A	112+77.05	6.03' Lt	MH TYPE "P", 48"ø	USF 465 & "A" Cover	6.99	18" HDPE (2.00) (E)	0.00					
S-9B	113+89.05	6.03' Lt	MH TYPE "P", 48"ø	USF 465 & "A" Cover	6.60	18" HDPE (2.00) (W) 18" HDPE (2.00) (E)	-1.50			X	X	
S-9C	114+66.80	5.85' Lt	Type "C" CB, 24"x37"	USF 465B & 6317 GRATE	6.30	18" HDPE (2.00) (W) 18" HDPE (2.00) (E)	-1.50			X	X	
S-9D	115+58.89	4.47' Lt	MH TYPE "P", 48"ø	USF 465 & "A" Cover	6.60	18" HDPE (2.00) (NW) 15" HDPE (2.90) (SW) 15" HDPE (2.90) (NE)	-1.50				X	

N.W. 80th COURT

SUMMARY OF DRAINAGE STRUCTURES												
Structure Number	Station	Off-set	Structure Type	FRAME & GRATE	Rim Elev.	Pipe Inverts	Bottom (Sump) Elev.	Pollution N	Retardant S	Baffle E	W	
S-13A	170+81.25	5.16' Rt	MH TYPE "P", 48"ø	USF 465 & "A" Cover	6.80	15" HDPE (3.20) (W) 15" HDPE (3.20) (E) 18" HDPE (2.00) (N)	-1.50					
S-13B	173+00.23	5.16' Rt	MH TYPE "P", 48"ø	USF 465 & "A" Cover	6.50	18" HDPE (2.00) (S) 18" HDPE (2.00) (N)	-1.50					
S-13C	175+16.26	5.16' Rt	MH TYPE "P", 48"ø	USF 465 & "A" Cover	6.80	18" HDPE (2.00) (S) 15" HDPE (3.30) (W) 15" HDPE (3.30) (E)	-1.50					
S-13D	175+14.40	14.67' Lt	Type "C" CB, 24"x37"	USF 5113 & 6194 GRATE	6.60	15" HDPE (3.35) (E)	2.35					
S-13E	175+17.17	14.82' Rt	Type "C" CB, 24"x37"	USF 5113 & 6194 GRATE	6.60	15" HDPE (3.35) (W)	2.35					
S-13F	170+80.94	14.51' Rt	Type "C" CB, 24"x37"	USF 5113 & 6194 GRATE	6.50	15" HDPE (3.25) (W)	2.25					
S-13G	170+82.38	15.21' Lt	Type "C" CB, 24"x37"	USF 5113 & 6194 GRATE	6.50	15" HDPE (3.25) (E)	2.25					

N.W. 81st AVENUE

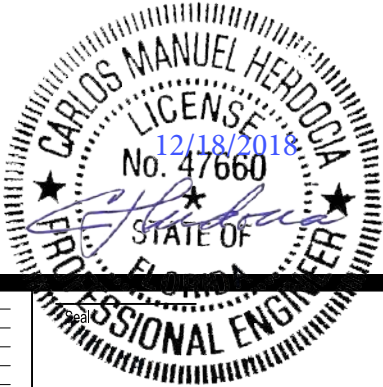
SUMMARY OF DRAINAGE STRUCTURES												
Structure Number	Station	Off-set	Structure Type	FRAME & GRATE	Rim Elev.	Pipe Inverts	Bottom (Sump) Elev.	Pollution N	Retardant S	Baffle E	W	
S-11A	150+32.89	4.92' Lt	MH TYPE "P", 48"ø	USF 465 & "A" Cover	6.25	18" HDPE (2.00) (N)	-1.50	X				
S-11B	151+50.11	4.87' Lt	MH TYPE "P", 48"ø	USF 465 & "A" Cover	6.70	18" HDPE (2.00) (S) 15" HDPE (3.10) (SW) 15" HDPE (3.10) (E)	-1.50		X			
S-11C	151+42.85	15.02' Lt	Type "C" CB, 24"x37"	USF 5113 & 6194 GRATE	6.45	15" HDPE (3.20) (NE)	2.20					
S-11D	151+55.51	14.78' Rt	Type "C" CB, 24"x37"	USF 5113 & 6194 GRATE	6.45	15" HDPE (3.20) (W)	2.20					
S-12A	155+61.83	4.82' Lt	MH TYPE "P", 48"ø	USF 465 & "A" Cover	6.60	18" HDPE (2.00) (S)	-1.50		X			
S-12B	154+41.50	4.82' Lt	MH TYPE "P", 48"ø	USF 465 & "A" Cover	6.99	18" HDPE (2.00) (N)	0.00					

N.W. 169th TERRACE

SUMMARY OF DRAINAGE STRUCTURES												
Structure Number	Station	Off-set	Structure Type	FRAME & GRATE	Rim Elev.	Pipe Inverts	Bottom (Sump) Elev.	Pollution N	Retardant S	Baffle E	W	
S-10A	130+19.35	5.01' Lt	MH TYPE "P", 48"ø	USF 465 & "A" Cover	6.40	18" HDPE (2.00) (E)	-1.50			X		
S-10B	133+33.29	4.86' Lt	MH TYPE "P", 48"ø	USF 465 & "A" Cover	5.78	18" HDPE (2.00) (W) 18" HDPE (2.00) (E) 15" HDPE (3.50) (N) 15" HDPE (3.45) (S)	-1.50			X	X	
S-10C	135+91.41	5.01' Lt	MH TYPE "P", 48"ø	USF 465 & "A" Cover	6.40	18" HDPE (2.00) (W)	-1.50				X	
S-10D	133+32.70	12.67' Lt	Type "C" CB, 24"x37"	USF 5113 & 6194 GRATE	6.80	15" HDPE (3.55) (S)	2.55					
S-10E	133+35.96	26.61' Rt	Type "C" CB, 24"x37"	USF 5113 & 6194 GRATE	6.80	15" HDPE (3.55) (N)	2.55					

N.W. 79th PLACE

SUMMARY OF DRAINAGE STRUCTURES												
Structure Number	Station	Off-set	Structure Type	FRAME & GRATE	Rim Elev.	Pipe Inverts	Bottom (Sump) Elev.	Pollution N	Retardant S	Baffle E	W	
S-14A	190+34.47	5.11' Rt	MH TYPE "P", 48"ø	USF 465 & "A" Cover	6.99	18" HDPE (2.00) (N)	-1.50	X				
S-14B	191+41.38	14.36' Lt	TYPE "C" CB, 24"x37"	USF 5113 & 6194 GRATE	6.40	15" HDPE (3.15) (E)	2.15					
S-14C	191+37.18	14.93' Rt	TYPE "C" CB, 24"x37"	USF 5113 & 6194 GRATE	6.40	15" HDPE (3.15) (W)	2.15					
S-14D	191+37.18	5.11' Rt	MH TYPE "P", 48"ø	USF 465 & "A" Cover	7.29	18" HDPE (2.00) (S) 15" HDPE (3.10) (W) 15" HDPE (3.10) (E)	-1.50		X			
S-15A	195+62.53	5.34' Rt	MH TYPE "P", 48"ø	USF 465 & "A" Cover	6.40	18" HDPE (2.00) (S)	-1.50		X			
S-15B	194+45.80	5.33' Rt	MH TYPE "P", 48"ø	USF 465 & "A" Cover	7.49	18" HDPE (2.00) (N) 15" HDPE (3.10) (W) 15" HDPE (3.30) (SE)	-1.50	X				
S-15C	194+53.74	15.76' Lt	TYPE "C" CB, 24"x37"	USF 5113 & 6194 GRATE	6.40	15" HDPE (3.15) (E)	2.15					
S-15D	194+39.73	15.69' Rt	TYPE "C" CB, 24"x37"	USF 5113 & 6194 GRATE	6.60	15" HDPE (3.35) (NW)	2.35					



CARLOS M. HERDOCIA, P.E.  
REGISTERED ENGINEER NO. 47660  
STATE OF FLORIDA

Consultants



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TOWN OF MIAMI LAKES  
ROYAL OAKS DRAINAGE & ROADWAY IMPROVEMENTS  
MIAMI-DADE COUNTY

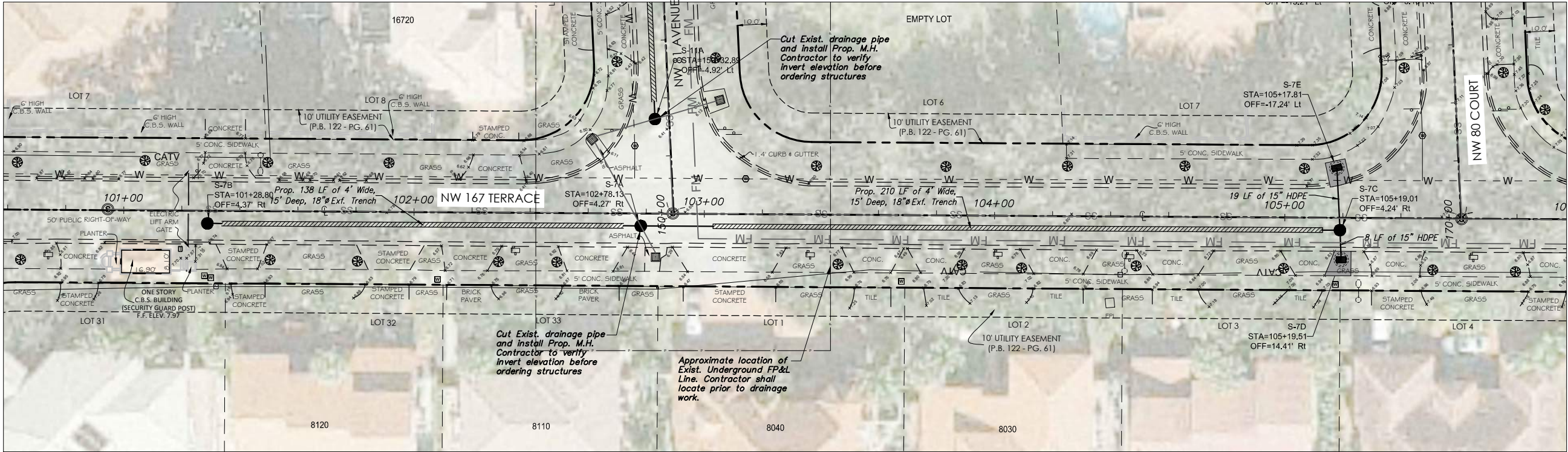
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AREA 2 - DRAINAGE STRUCTURES

Project No. 215611994 Scale NTS

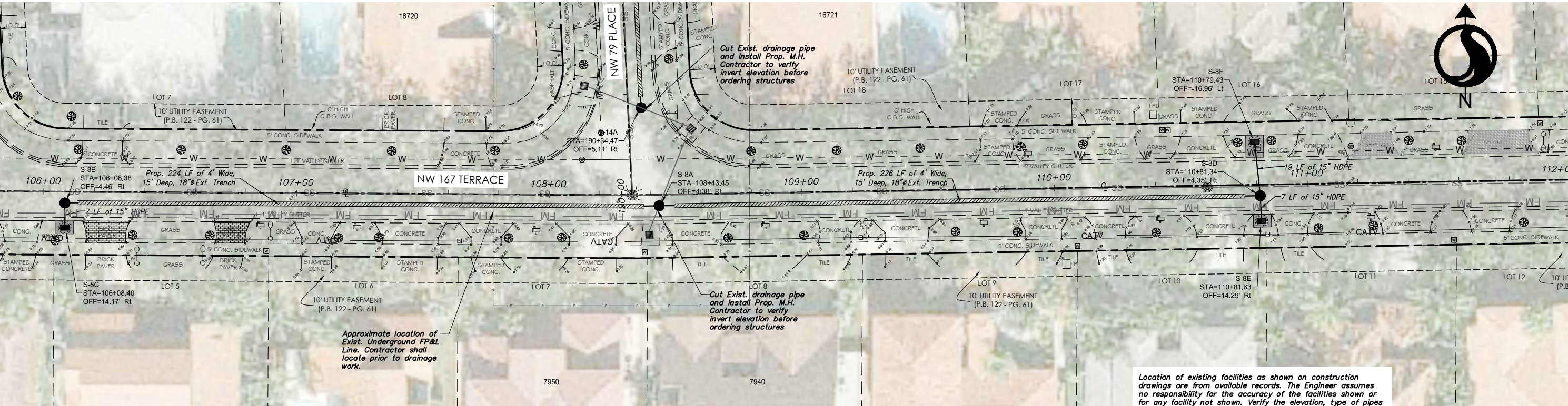
Drawing No. Sheet C10 of 17 Revision





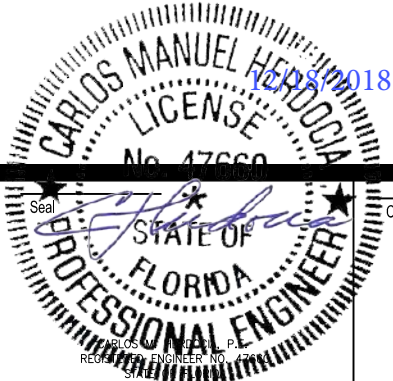
**LEGEND**

- = PROP. DRAINAGE CATCH BASIN
- = PROP. DRAINAGE MH
- = PALM TREE
- = TREE
- = LIGHT POST
- = ELEVATION
- = EXISTING ASPHALT APRON TO BE RECONSTRUCTED / DRIVEWAY REPLACEMENT
- = PROP. ASPHALT APRON
- = U.G. ELEC. UTILITY
- = U.G. UNKNOWN
- = U.G. PHONE
- = U.G. STORM
- = U.G. WATER
- = U.G. CABLE TV
- = U.G. FORCE MAIN



Special attention shall be given to the fact that the new drainage will need to be installed close to the existing sanitary sewer line. Contractor shall take all required measures to support the existing sewer and prevent undermining of the pipe. These measures could include the use of trench boxes and excavation and backfill of short lengths of drainage prior to continuing with the next section of proposed pipe.

Location of existing facilities as shown on construction drawings are from available records. The Engineer assumes no responsibility for the accuracy of the facilities shown or for any facility not shown. Verify the elevation, type of pipes and location of existing facilities prior to construction. If an existing facility is found to conflict with the proposed construction upon excavation the contractor shall immediately notify the engineer of record so that appropriate measures can be taken to resolve the problem. Contractor to notify the Town of Miami Lakes and Sunshine State One Call of Florida, Inc. 811 at Least Forty Eight (48) Hours Prior to Excavating. Evidence of such notice shall be furnished to Stantec prior to excavating.



TOWN OF MIAMI LAKES  
ROYAL OAKS DRAINAGE & ROADWAY IMPROVEMENTS  
MIAMI-DADE COUNTY

AREA 2 - DRAINAGE PLAN

Project No. 215611994  
Drawing No. C11 of 17  
Scale 1" = 20' (REDUCED 1" = 40')  
Sheet 17  
Revision

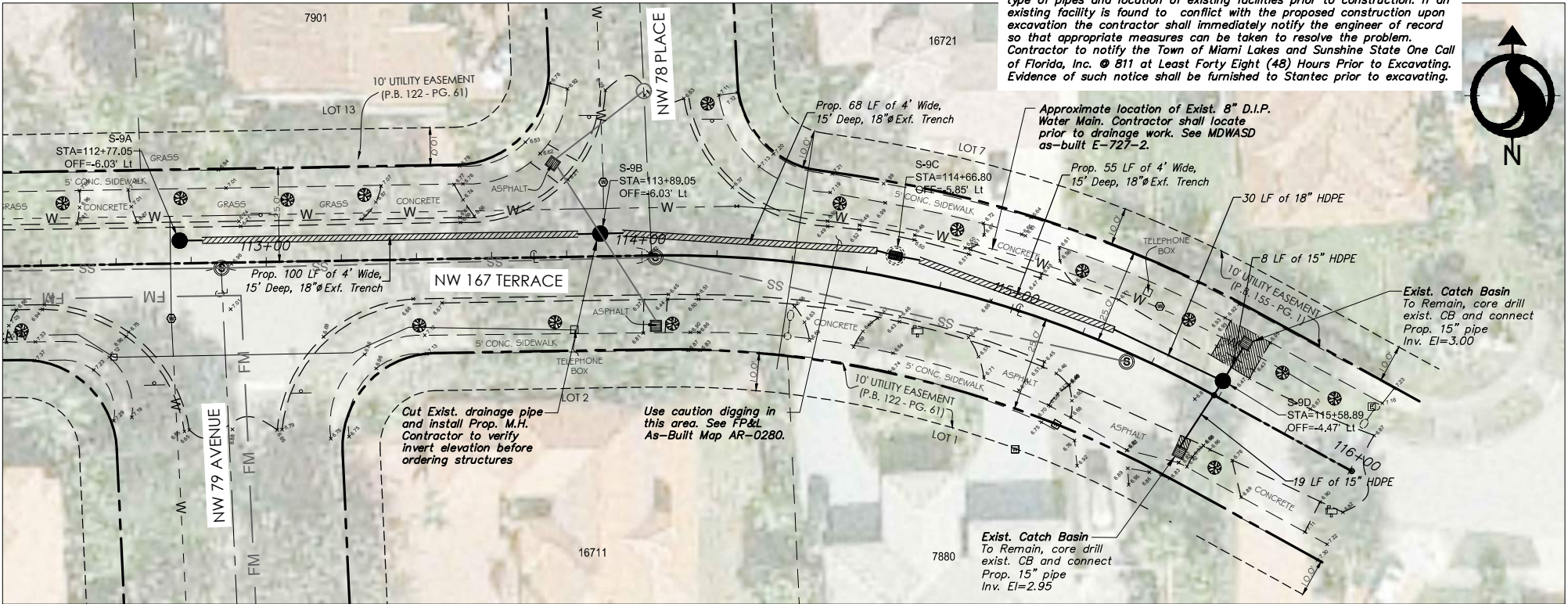
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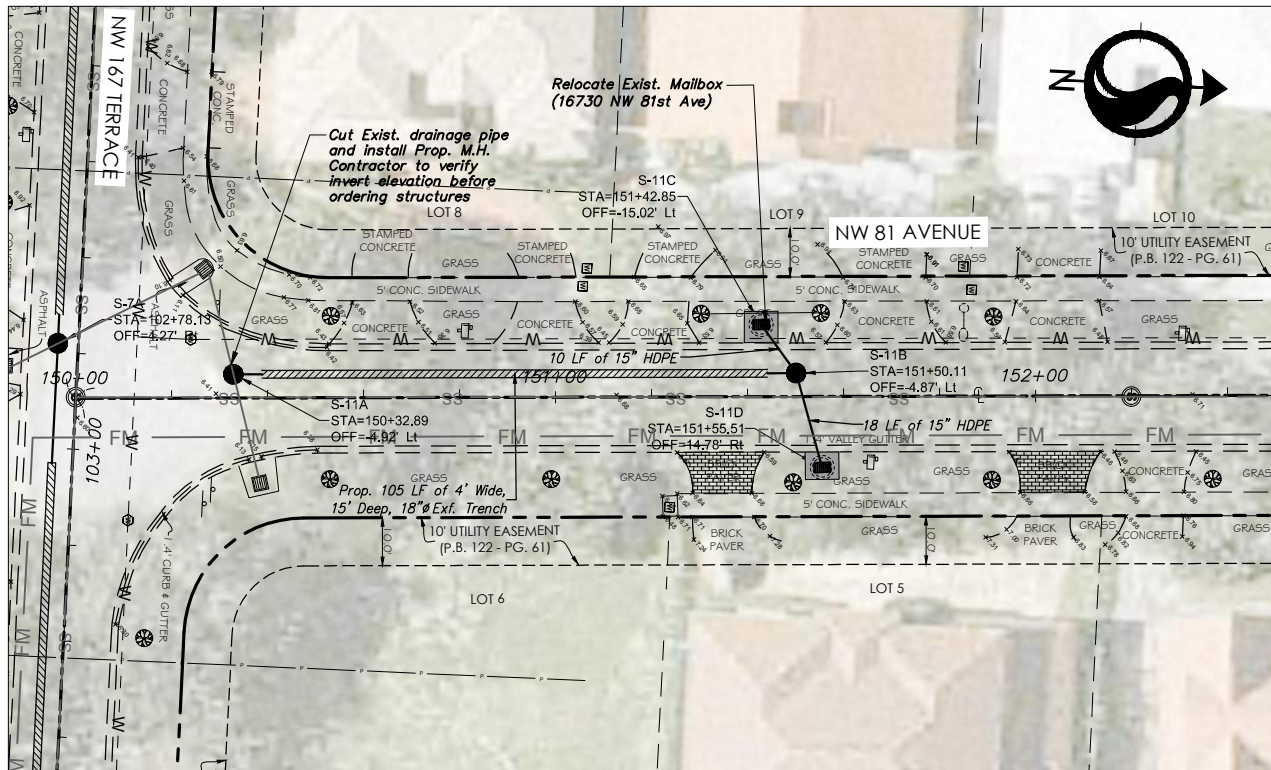
**LEGEND**

- = PROP. DRAINAGE CATCH BASIN
- = PROP. DRAINAGE M.H.
- = PALM TREE
- = TREE
- = LIGHT POST
- = ELEVATION
- = EXISTING ASPHALT APRON TO BE RECONSTRUCTED / DRIVEWAY REPLACEMENT
- = PROP. ASPHALT APRON
- = U.G. ELEC. UTILITY
- = U.G. UNKNOWN
- = U.G. PHONE
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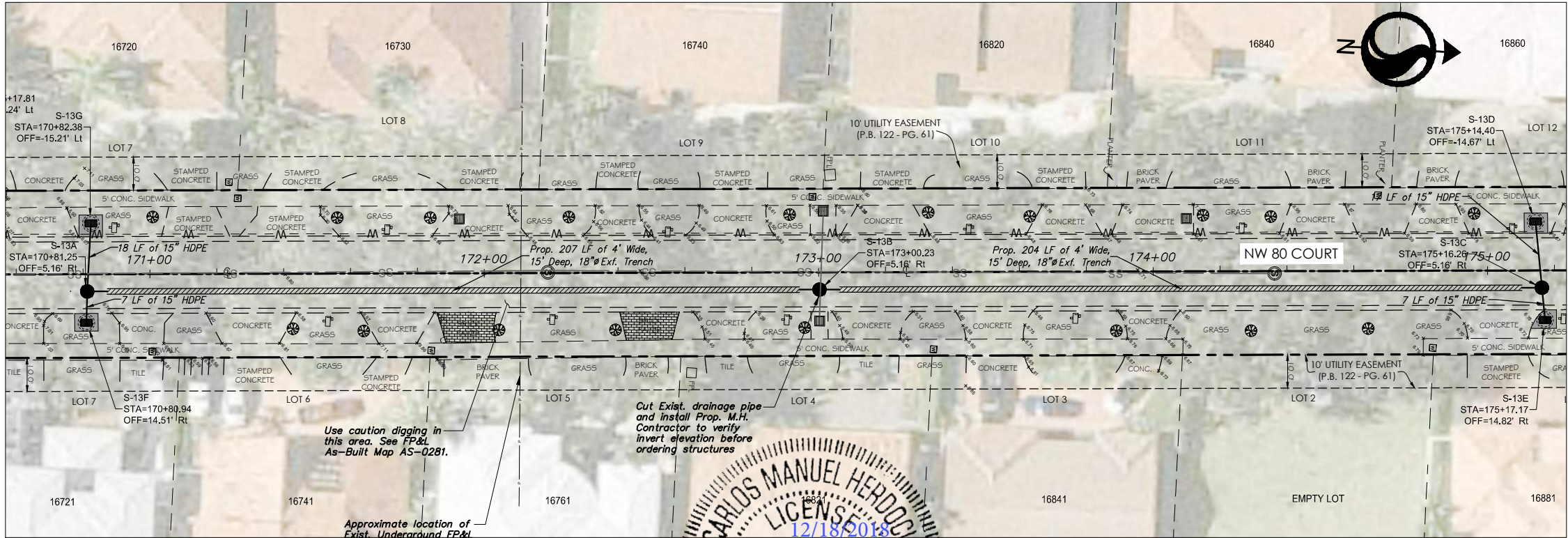
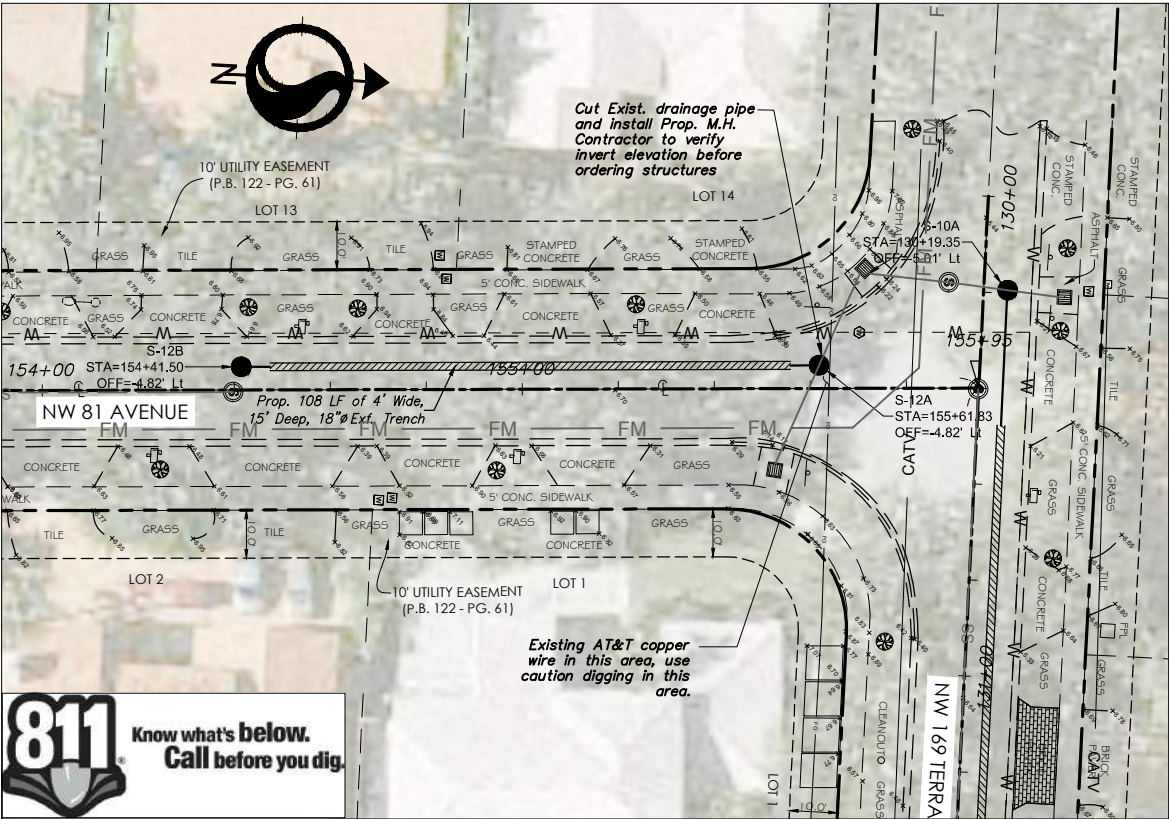




**LEGEND**

- [Symbol] = PROP. DRAINAGE CATCH BASIN
- [Symbol] = PROP. DRAINAGE MH
- [Symbol] = PALM TREE
- [Symbol] = TREE
- [Symbol] = LIGHT POST
- [Symbol] = ELEVATION
- [Symbol] = EXISTING ASPHALT APRON TO BE RECONSTRUCTED / DRIVEWAY REPLACEMENT
- [Symbol] = PROP. ASPHALT APRON
- [Symbol] = U.G. ELEC. UTILITY
- [Symbol] = U.G. UNKNOWN
- [Symbol] = U.G. PHONE
- [Symbol] = U.G. STORM
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Location of existing facilities as shown on construction drawings are from available records. The Engineer assumes no responsibility for the accuracy of the facilities shown or for any facility not shown. Verify the elevation, type of pipes and location of existing facilities prior to construction. If an existing facility is found to conflict with the proposed construction upon excavation the contractor shall immediately notify the engineer of record so that appropriate measures can be taken to resolve the problem. Contractor to notify the Town of Miami Lakes and Sunshine State One Call of Florida, Inc. @ 811 at Least Forty Eight (48) Hours Prior to Excavating. Evidence of such notice shall be furnished to Stantec prior to excavating.

- CONSTRUCTION NOTES:**
- EXACT LOCATION OF DRAINAGE IMPROVEMENTS WILL BE DETERMINED BY THE ENGINEER AFTER EXPLORATORY EXCAVATION BY CONTRACTOR AS DIRECTED BY ENGINEER. CONTRACTOR SHALL ORDER DRAINAGE STRUCTURES ONLY AFTER EXPLORATORY DETERMINATION AND SHOP DRAWING APPROVAL BY ENGINEER.
  - ASPHALT APRONS SHALL BE CONSTRUCTED AROUND ALL CATCH BASINS NOT LOCATED IN A DRIVEWAY. SEE DETAIL SHEET.
  - WHERE CATCH BASINS ARE INSTALLED IN EXISTING DRIVEWAYS, THE DRIVEWAY SHALL BE REPLACED AND SLOPED TO THE NEW CATCH BASIN.
  - CONTRACTOR SHALL TEMPORARILY RELOCATE ANY REQUIRED EXISTING MAILBOXES DURING CONSTRUCTION AND RESET MAILBOXES IN ORIGINAL LOCATION WITH MOUNTING AND FOUNDATION ELEMENTS TO MATCH PREVIOUS.
  - ELEVATIONS SHOWN REFER TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 UNLESS OTHERWISE NOTED.
  - CONTRACTOR IS RESPONSIBLE FOR RESTORING THE EXISTING ROADWAY ABOVE DRAINAGE INSTALLATIONS. SEE DETAILS SHEET. IT'S THE CONTRACTOR'S RESPONSIBILITY TO RESTORE ANY DAMAGES TO EXISTING ASPHALT TO THE SATISFACTION OF THE ENGINEER AND THE TOWN OF MIAMI LAKES. ALL REQUIRED RESTORATION COSTS SHALL BE INCLUDED IN THE LUMP SUM RESTORATION BID ITEMS.
  - CONTRACTOR SHALL VERIFY ALL EXIST. UTILITIES PRIOR TO DRAINAGE EXCAVATION.
  - MANHOLE ELEVATIONS TO BE FLUSHED WITH FINAL LAYOUT OF PAVEMENT.
  - ALL EXISTING DRIVEWAYS SHALL BE PROTECTED THROUGHOUT THE DURATION OF CONSTRUCTION. DRIVEWAY PATCHES WILL NOT BE ACCEPTED. DRIVEWAYS DAMAGED DURING CONSTRUCTION WILL REQUIRE COMPLETE REMOVAL AND REPLACEMENT TO THE R/W LINE.
  - CONTRACTOR SHALL RESTORE ALL EXISTING CONCRETE (SIDEWALKS, CURBS, GUTTERS, DRIVEWAYS) IMPACTED AS PART OF THE DRAINAGE INSTALLATION WORK. CURBS AND SIDEWALKS SHALL BE RESTORED TO THE NEAREST CONTROL JOINT.

**CARLOS MANUEL HERDOCIA**  
LICENSE  
12/18/2013  
No. 47660  
STATE OF FLORIDA  
PROFESSIONAL ENGINEER

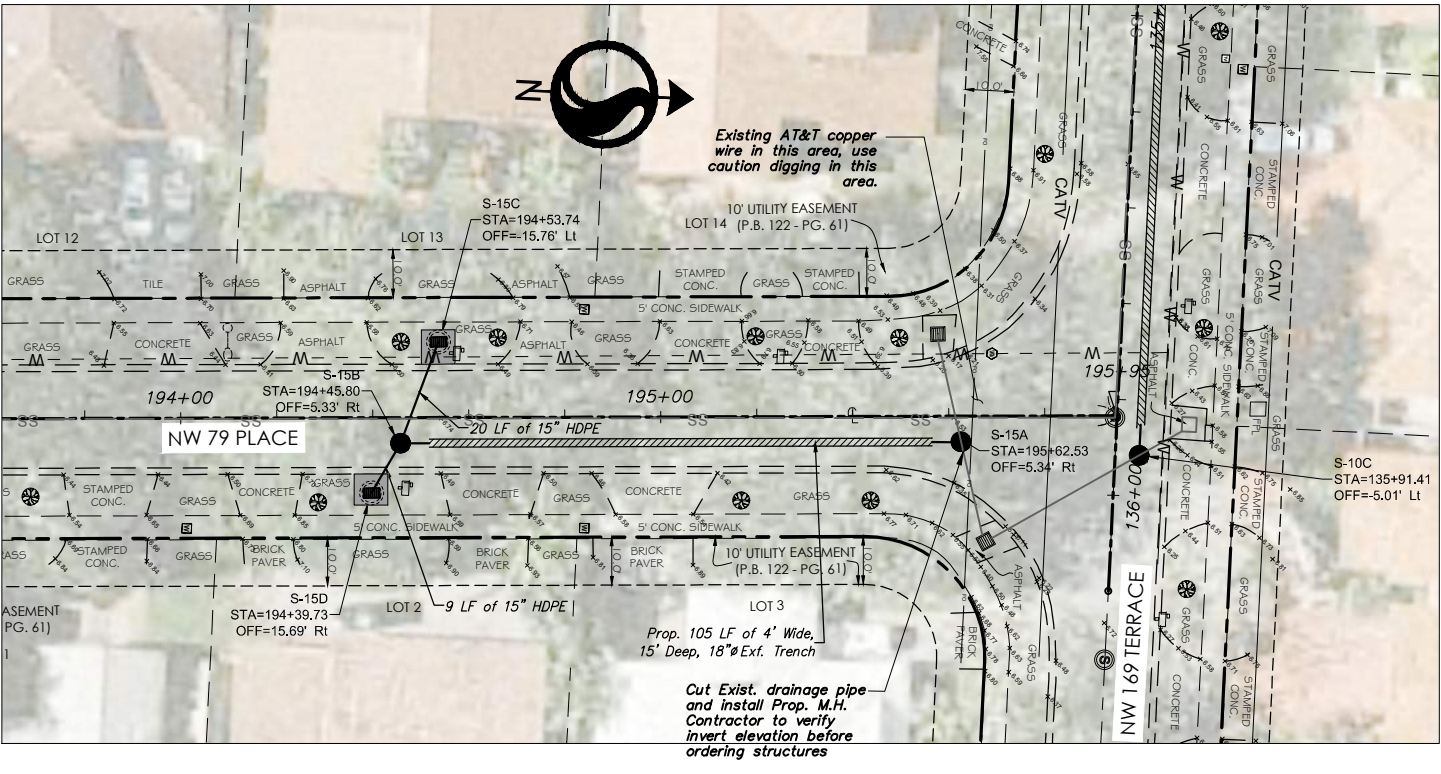
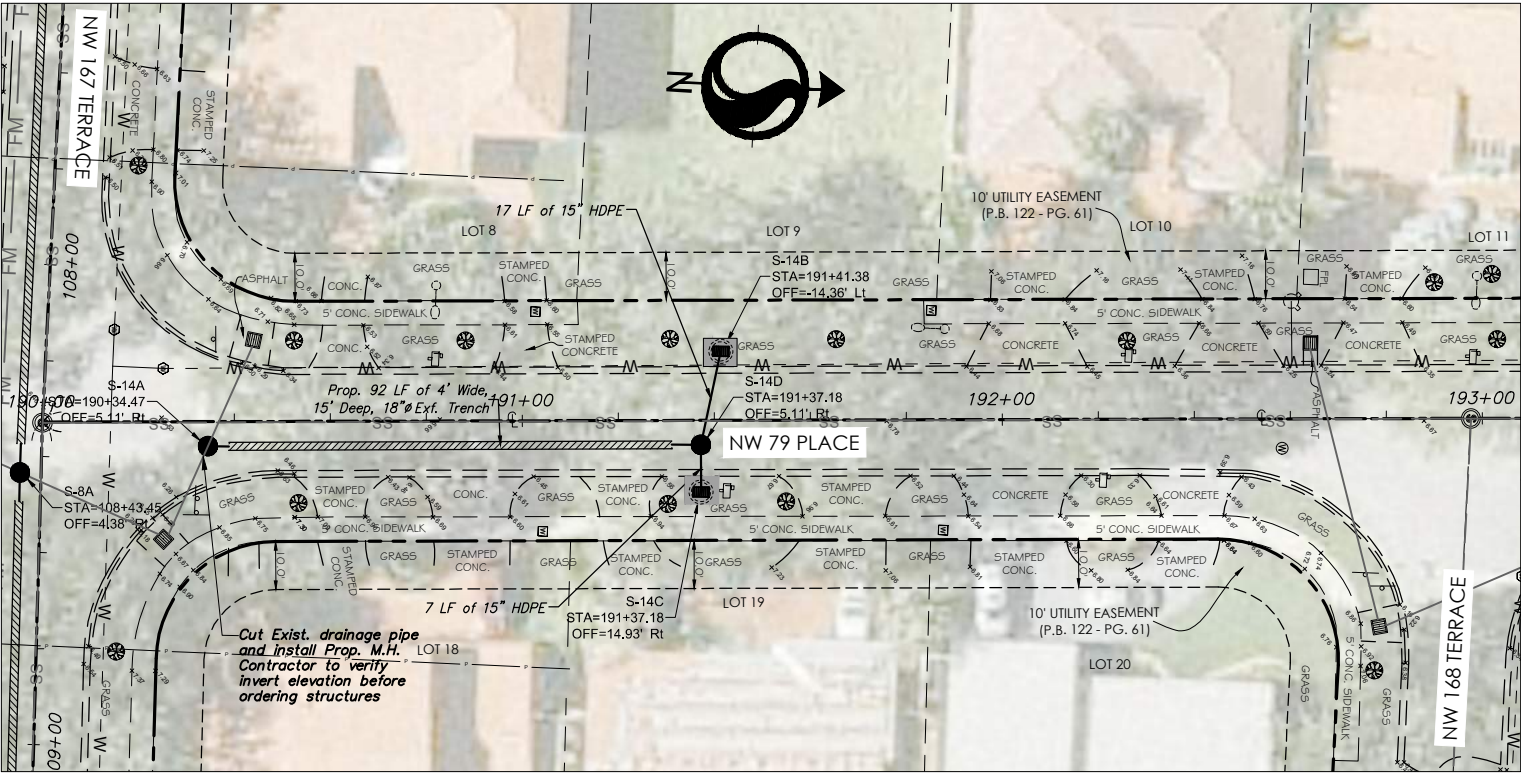
**Stantec**  
901 Ponce de Leon Blvd. Suite 900  
Coral Gables, Florida 33134  
www.stantec.com

TOWN OF MIAMI LAKES  
ROYAL OAKS DRAINAGE & ROADWAY IMPROVEMENTS  
MIAMI-DADE COUNTY

**AREA 2 - DRAINAGE PLAN**

Project No. 215611994  
Drawing No. C13 of 17  
Scale 1" = 20'  
(REDUCED 1" = 40')  
Sheet 17  
Revision



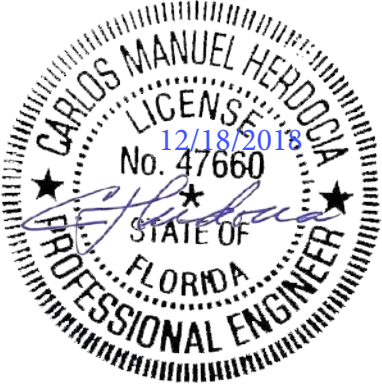


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- CONSTRUCTION NOTES:**
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  - ASPHALT APRONS SHALL BE CONSTRUCTED AROUND ALL CATCH BASINS NOT LOCATED IN A DRIVEWAY. SEE DETAIL SHEET.
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  - CONTRACTOR SHALL TEMPORARILY RELOCATE ANY REQUIRED EXISTING MAILBOXES DURING CONSTRUCTION AND RESET MAILBOXES IN ORIGINAL LOCATION WITH MOUNTING AND FOUNDATION ELEMENTS TO MATCH PREVIOUS.
  - ELEVATIONS SHOWN REFER TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 UNLESS OTHERWISE NOTED.
  - CONTRACTOR IS RESPONSIBLE FOR RESTORING THE EXISTING ROADWAY ABOVE DRAINAGE INSTALLATIONS. SEE DETAILS SHEET. IT'S THE CONTRACTOR'S RESPONSIBILITY TO RESTORE ANY DAMAGES TO EXISTING ASPHALT TO THE SATISFACTION OF THE ENGINEER AND THE TOWN OF MIAMI LAKES. ALL REQUIRED RESTORATION COSTS SHALL BE INCLUDED IN THE LUMP SUM RESTORATION BID ITEMS.
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  - MANHOLE ELEVATIONS TO BE FLUSHED WITH FINAL LAYOUT OF PAVEMENT.
  - ALL EXISTING DRIVEWAYS SHALL BE PROTECTED THROUGHOUT THE DURATION OF CONSTRUCTION. DRIVEWAY PATCHES WILL NOT BE ACCEPTED. DRIVEWAYS DAMAGED DURING CONSTRUCTION WILL REQUIRE COMPLETE REMOVAL AND REPLACEMENT TO THE R/W LINE.
  - CONTRACTOR SHALL RESTORE ALL EXISTING CONCRETE (SIDEWALKS, CURBS, GUTTERS, DRIVEWAYS) IMPACTED AS PART OF THE DRAINAGE INSTALLATION WORK. CURBS AND SIDEWALKS SHALL BE RESTORED TO THE NEAREST CONTROL JOINT.

**LEGEND**

- = PROP. DRAINAGE CATCH BASIN
- = PROP. DRAINAGE MH
- = PALM TREE
- = TREE
- = LIGHT POST
- = ELEVATION
- = EXISTING ASPHALT APRON TO BE RECONSTRUCTED / DRIVEWAY REPLACEMENT
- = PROP. ASPHALT APRON
- = U.G. ELEC. UTILITY
- = U.G. UNKNOWN
- = U.G. PHONE
- = U.G. STORM
- = U.G. WATER
- = U.G. CABLE TV
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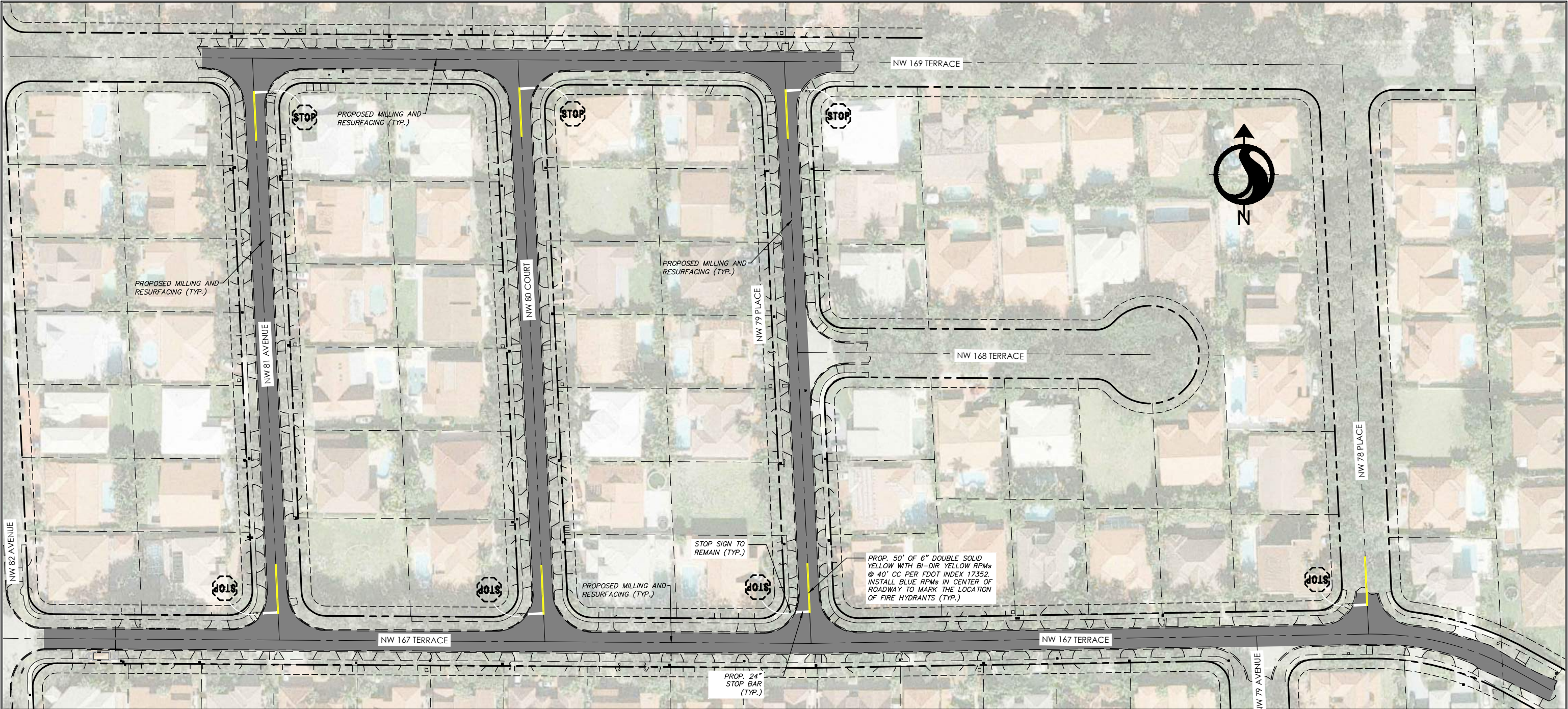
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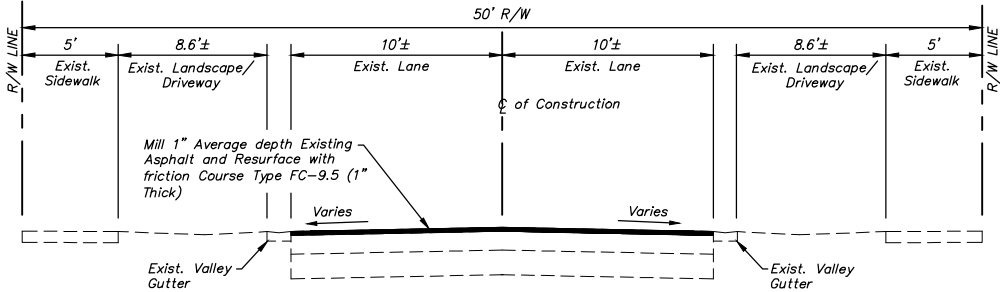
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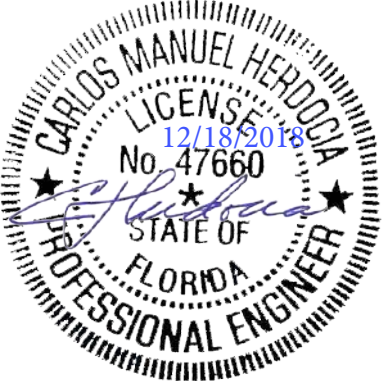




NOTE: CONTRACTOR SHALL COMPACT TEMPORARY BASE AND PLACE TEMPORARY HOT ASPHALT OVER NEW DRAINAGE INSTALLATIONS SO THAT SECTIONS OF ROAD ARE LEFT UNPAVED FOR A MAXIMUM OF 72 HOURS. DUST FREE SURFACE SHALL BE MAINTAINED THROUGHOUT THE PROJECT DURATION. EXPOSED ROCK ROAD IS NOT AN ACCEPTABLE TEMPORARY DRIVING SURFACE.



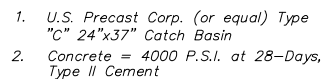
TYPICAL SECTION



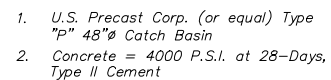
AREA #2

								<div>Seal</div>				<div>Consultants</div>				<div><div><div><div></div></div><div>Stantec</div><div>901 Ponce de Leon Blvd, Suite 900 Coral Gables, Florida 33134 www.stantec.com</div></div><div><div>The Contractor shall verify and be responsible for all dimensions. DO NOT scale the drawing - any errors or omissions shall be reported to Stantec without delay. The Copyrights to all designs and drawings are the property of Stantec. Reproduction or use for any purpose other than that authorized by Stantec is forbidden.</div></div></div>				<div><div>TOWN OF MIAMI LAKES</div><div>ROYAL OAKS DRAINAGE &amp; ROADWAY IMPROVEMENTS</div><div>MIAMI-DADE COUNTY</div></div>				<div><div>File Name:</div><div><div>RM</div><div>CMH</div><div>CMH</div><div>2018/12/17</div></div><div><div>Dwn.</div><div>Chkd.</div><div>Dsgn.</div><div>YY.MM.DD</div></div></div>				<div><div>AREA 2 - RESURFACING</div><div><div>Project No.</div><div>215611994</div></div><div><div>Drawing No.</div><div>Sheet</div><div>C15 of 17</div><div>Revision</div></div></div>			
<div><div>Revision</div><div>By</div><div>Appd.</div><div>YY.MM.DD</div></div>				<div><div>Issued</div><div>By</div><div>Appd.</div><div>YY.MM.DD</div></div>				<div><div>CARLOS M. HERDOCIA, P.E.</div><div>REGISTERED ENGINEER NO. 47660</div><div>STATE OF FLORIDA</div></div>																							





N.T.S.



N.T.S.



1. U.S. Precast Corp. (or equal) Type "P" 48"  $\Phi$  Catch Basin
2. Concrete = 4000 P.S.I. at 28-Days, Type II Cement
3. Trench Pipe Shall be 18" P.HDPE See Plan.
4. Pipes Shall Terminate 2 Feet from End of Trench or Connect to Additional Catch Basin As Required.
5. Cover Pipe Ends With No. 10 Galvanized or Aluminum Screen, Opening No Larger Than 1/2"x1/2".
6. Ballast Rock Shall be from Fresh Water Washed Free of Deleterious Matter.
7. Sides and Top of Trench to be Lined with Mirafi 700X Filter Fabric or Equal. Overlap Trench lining material a Minimum of Three (3) Feet at Top.

N.T.S.

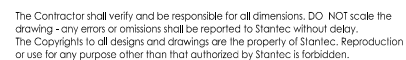


N.T.S.

Seal

CARLOS M. HERDOCIA, P.E.  
REGISTERED ENGINEER NO. 47660  
STATE OF FLORIDA

## Consultants



TOWN OF MIAMI LAKES  
ROYAL OAKS DRAINAGE & ROADWAY IMPROVEMENTS  
MIAMI-DADE COUNTY

File Name:	RM	CMH	CMH	2018/12/1
	Dwn.	Chkd.	Dwn.	YY.MM.DD

## CONSTRUCTION DETAILS

Project No.	Scale
215611994	N.T.S.

Drawing No.	Sheet	Revision
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C16 of 17



Exhibit “C”  
Contractor’s Proposal



### Company Profile and Declaration

Solicitation Name: Royal Oaks Drainage and Roadway Imp. Phase I

Solicitation Number: 2019-19

Submitted By: RG Underground Engineering, Inc

(Respondent Firms' Legal Name)

(Respondent D/B/A Name, if used for this Project)

Ricardo Gonzalez/President

(Name and Title of Officer Signing the Submittal for the Respondent)

(Contact Name, if different from Officer)

14375 SW 120 St Unit 104

(Street Address)

Miami, FL 33186

(City/State/Zip Code)

rgunderground@att.net 305-386-6293

(Email Address)

(Phone Number)

### Declaration

I, Ricardo Gonzalez hereby declare that I am the

Print Name

President

Title

of RG Underground Eng., Inc

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 certifies that it meets the minimum qualification requirements set forth in the RFP.
6. Respondent is in full compliance with all applicable Federal, State, and local laws, rules, regulations and ordinances governing its business practices;
7. 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;
8. 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;
9. 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;
10. No personnel currently employed by the Town participated, directly or indirectly, in any activities related to the preparation of the Respondent's Submittal;
11. 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;
12. 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;

13. Respondent has reviewed a copy of the Contract, included as an Exhibit to the RFP; and
14. 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 FL on  
2019.

Signature

Ricardo Gonzalez

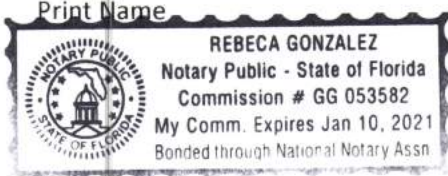
Print Name

Subscribed and sworn to before me this 12 day of March, 2019.

Signature

Rebeca Gonzalez

Print Name



(Notary Seal/Stamp)



## Company Qualification Questionnaire

### Part 1 - Qualifications

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 six (6) pages.

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

9

- a. Professional Licenses/Certifications (include name and license #)\*

Issuance Date

Utility & Excavation (CUC1224867)

2010

Building Contractor (CBC1261668)

2017

(\*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:

26-4747215

- b. Dept. of Business Professional Regulation Category (DBPR):

business cons

- i. Date Licensed by DBPR:

7/30/2010

- ii. License Number:

CUC1224867

- c. Date registered to conduct business in the State of Florida:

4/23/2009

- i. Date filed:

4/24/2009

- ii. Document Number:

P09000036908

- d. Primary Office Location:

14375 SW 120 St Unit 104 Miami

- e. What is your primary business?

Construction

(This answer should be specific)



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

**Ricardo Gonzalez CUC1224867 & CBC1261668**

**President**

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

**Ricardo Gonzalez**

**President**

**100%**

b. Is any owner identified above have an ownership interest in another company?

☐ Yes ☒ No





If yes, identify the name of the owner, other company names, and % ownership

N/A

- c. Identify all individuals authorized to sign for the company, indicating the level of their signing authority (use additional pages/attachments if necessary)

Name	Title	Signatory Authority (All, Cost Up to \$Amount, No-Cost, Other)
------	-------	---

Ricardo Gonzalez	President	All
------------------	-----------	-----

4. Employee Information

- a. Total No. of Employees: 10
- b. Total No. of Managerial/Admin. Employees: 2/1
- c. Total No. of Trades Employees by Trade (Ex. 20 Electricians; 5 Laborers; 2 Mechanics, etc.):

Labores - 4

Operators - 4

Pipelayers - 2

5. Recent Contracts

- a. Identify the five (5) most recent contracts in which your company has provided services and provide contact information for the project owner (use additional pages/attachments if necessary)

1-Drainage Improv. (20160325) - Mercedes Barreras

MDPWD - 305-375-1733



2-Drainage Improv. (20160222) - Alfonso Duarte

MDPWD - 305-375-4684

3-Drainage Improv. (20140121) - Mercedes Barreras

6. Insurance & Bond Information:

a. Insurance Carrier name & address:

**Brown & Brown of Florida**

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

**Yamile Corral 305-714-4521 ycorral@bbmia.com**

c. Insurance Experience Modification Rating (EMR): .84  
(if no EMR rating please explain in attachment)

d. Number of Insurance Claims paid out in last 5 years & value: 0

e. Bond Carrier name & address:

**Brown & Brown of Florida**

f. Bond Carrier Contact Name, telephone, & email:

**Ramom Rodriguez 305-714-4400 rrodriguez@bbmia.com**

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

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/Bidder or any of its principals failed to qualify as a responsible proposer/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.

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

RG Underground has successfully completed Projects like  
sewer Pumps Stations, water transmission, wastewater  
collection systems, stormwater drainage, land developme  
utility rehabilitation, disaster clean up, and Canal  
Embarkment Construction.



## Company Qualification Questionnaire Part 2 - Safety Qualifications

Solicitation Number: 2019-19Project Name: Royal Oaks Drainage and Roadway Impro

Please provide the following information concerning your company's safety performance and record.

Company's Name: RG Underground Eng., IncAddress: 14375 SW 120 St Unit 104 Miami, FL 33186Phone No.: 305-386-6293Email Address: rgunderground@att.netWeb Page (if existing): -Name of company representative completing this form: Ricardo GonzalezTitle of company representative completing this form: PresidentDate questionnaire completed: 3.8.2019Previous calendar year total employee hours worked: 1920**Previous calendar year OSHA 300 logs:**

- Attach latest updated annual recordable injury/illness OSHA 300 log
- Attach OSHA 300 log from the previous three (3) calendar years.

*(See attached ment)***Previous calendar year OSHA Lost Work Day Incident Rate:** = 0

Lost Work Day Incident Rate = Total number of recordable injuries or illnesses with days away from work x 200,000 divided by the total number of hours worked by all employees.

**Previous Calendar Year OSHA Recordable Incident Rate:** = 0

Recordable Incident Rate = Total number of OSHA recordable injuries and illnesses x 200,000 divided by the total number of hours worked by all employees.

**Previous Calendar Year Severity Rate:** = 0

Severity Rate = Total number of lost work days x 200,000 divided by the total number of hours worked by all employees.

**EMR: Experience Modification Rate:** List your company's EMR for the last three (3) years and attach documentation from your insurance company on their letterhead with their representative's signature and title. If your company does not have an EMR enter "N/A". *(See attached letter)*

Year	EMR
<u>16/17</u>	<u>.84</u>



17/18 .85  
18/19 .84

**Citations:** Has your company received any citations in the past three (3) years from any government agency? ☐ yes ☒ no If yes, include copy of citation(s) and abatement action(s).

**Safety Program:** Does your company have a written Safety and/or Health Program, including a mission statement, policies, and procedures

☒ yes ☐ no If yes, check the following that your safety program includes:

Accident Reduction Program X  
Safety Committee \_\_\_\_\_  
Asbestos Abatement Program \_\_\_\_\_  
Drug Free/Substance Abuse Program \_\_\_\_\_

If checked, attach a brief description of the Program (not to exceed ½ page per Program)

Please check the following that your training program includes:

Asbestos abatement	<input type="checkbox"/>	Hot Work	<input type="checkbox"/>
Asbestos awareness	<input type="checkbox"/>	Injury/Illness Record Keeping	<input type="checkbox"/>
Asbestos training	<input type="checkbox"/>	Lockout/Tagout	<input type="checkbox"/>
Company safety policy	<input checked="" type="checkbox"/>	New Hire Orientation	<input type="checkbox"/>
Company safety rules	<input checked="" type="checkbox"/>	OSHA 10-hour certification	<input checked="" type="checkbox"/>
Confined spaces	<input checked="" type="checkbox"/>	OSHA 30-hour certification	<input type="checkbox"/>
CPR/First aid training	<input checked="" type="checkbox"/>	Pre-job safety inspection	<input checked="" type="checkbox"/>
Electrical safety	<input type="checkbox"/>	Respiratory protection	<input checked="" type="checkbox"/>
Fall Protection	<input type="checkbox"/>	Scaffold training	<input type="checkbox"/>
Fire Prevention	<input type="checkbox"/>		

Is your Project Manager certified in accredited "OSHA 10-hour or "30-hour construction industry federal course: ☒ yes ☐ no If yes, which course: 10 Hours

Is your Project Manager certified in CPR/First Aid? ☒ yes ☐ no



Is your Construction Superintendent certified in accredited "OHS 10-hour or "30-hour construction industry federal course: ☒ yes ☐ no If yes, which course: 10 hours

Is your Construction Superintendent certified in CPR/First Aid? ☒ yes ☐ no

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

By: [Signature]  
Signature of Authorized Officer

3.8.19  
Date

Ricardo Gonzalez  
Printed Name



**Company Qualification Questionnaire**  
**Part 3 – Team Member Table**

This form is to identify the Key member of the Project Team, which includes the Project Manager, Construction Manager, Estimator, and similar staff. Additional Key Staff are to be added as applicable. Only employees of the Proposer are to be listed on this form.

Name of Person	Title	% of Time Devoted to Project	Years in Industry	Years with Proposer	Years in Position with Proposer	Licenses & Certifications (name)
Urbano Leon	Project Manager	100%	21	10	10	
Ricardo Gonzalez	Construction Superintendent	100%	16	10	10	utility & excav.
Otmara Leon	Estimator	100%	21	10	10	Pipeline Eng.



### Accident Reduction Program:

Specific safety information and instruction on performing safe procedures and practices. Employees must meet established criteria to successfully complete the course. Personal Protective Equipment (PPE). Workers needing to wear personal protective equipment (PPE) and persons working in high risk situations will need special training. On-the-Job Training (OJT). OJT training relates principles and theories to work skills that are then taught and applied in the work environment.

RG Underground will promote safe construction practices by providing:

1. A safe working area.
2. Safe equipment and tools.
3. Safety guidelines and procedures on ways to work safely.
4. Personal protective equipment (PPE) as needed.
5. Strict enforcement of this plan, which we consider to be in the best interest of all concerned. Disregard or violation of these procedures will be considered justification for prompt corrective actions up to and including immediate termination of employment.



# Log of Work-Related Injuries and Illnesses

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

**Attention:** This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.



Year 2018

U.S. Department of Labor  
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Establishment name  
City  
State

OSHA Form 300  
2018

## Identify the person

(A) Case no. (B) Employee's name (C) Job title (e.g., Welder) (D) Date of injury or onset of illness (E) Where the event occurred (e.g., Loading dock north end) (F) Describe injury or illness, parts of body affected, and object substance that directly injured or made person ill (e.g., Second degree burn on right forearm from a propane torch)

## Classify the case

CHECK ONLY ONE box for each case based on the most serious outcome for that case:

Enter the number of days the injured or ill worker was:

Check the "injury" column or choose one type of illness:

Death		Days away from work		Job transfer or restriction		Other recordable cases		Days away from work		Job transfer or restriction		Days away from work		Job transfer or restriction		Days away from work		Job transfer or restriction		Days away from work		Job transfer or restriction		Days away from work		Job transfer or restriction		Days away from work		Job transfer or restriction		Days away from work		Job transfer or restriction		Days away from work		Job transfer or restriction		Days away from work		Job transfer or restriction		Days away from work		Job transfer or restriction		Days away from work		Job transfer or restriction		Days away from work		Job transfer or restriction		Days away from work		Job transfer or restriction		Days away from work		Job transfer or restriction		Days away from work		Job transfer or restriction		Days away from work		Job transfer or restriction		Days away from work		Job transfer or restriction		Days away from work		Job transfer or restriction		Days away from 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# Log of Work-Related Injuries and Illnesses

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

**Attention:** This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.



Year 20 17

U.S. Department of Labor  
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Establishment name PG Underg. Eng. - DAC  
City Hibon State FL

## Identify the person

(A) Case no. (B) Employee's name (C) Job title (e.g., Hider) (D) Date of injury or onset of illness (E) Where the event occurred (e.g., Loading dock north end) (F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burn on right forearm from a electric tooth)

## Classify the case

CHECK ONLY ONE box for each case based on the most serious outcome for that case:

### Remained at Work

Days away from work (H) ☐ Job transfer or restriction (I) ☐ Other recordable cases (J) ☐

Death (G) ☐

## Check the "Injury" column or choose one type of illness:

(M) Injury (1) (2) (3) (4) (5) (6)

Skilled laborer (1) (2) (3) (4) (5) (6)

Away from work (K) (L) (M) (N) (O) (P) (Q) (R) (S) (T) (U) (V) (W) (X) (Y) (Z)

Days away from work (H) ☐ Job transfer or restriction (I) ☐ Other recordable cases (J) ☐

Death (G) ☐

## Page totals

Be sure to transfer these totals to the Summary page (Form 302a) before you close it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search existing data sources, gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about this estimate or any other aspect of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3641, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.



# Log of Work-Related Injuries and Illnesses

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

**Attention:** This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.



Year 20 16

U.S. Department of Labor  
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Establishment Alcon  
City Alcon State IL

## Identify the person

(A) Case no. (B) Employee's name (C) Job title (e.g., Worker) (D) Date of injury or onset of illness (E) Where the event occurred (e.g., Loading dock north end) (F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Severe laceration to right forearm from a chainsaw)

## Describe the case

**Classify the case**  
CHECK ONLY ONE box for each case based on the most serious outcome for that case:

Remained at Work

Days away from work (H) ☐ Job transfer or restriction (I) ☐ Other recordable cases (J) ☐

Death (G) ☐

Enter the number of days the injured or ill worker was:

Away from work (K) ☐ On job transfer or restriction (L) ☐

Check the "Injury" column or choose one type of illness:

(M) Injury (1) (2) (3) (4) (5) (6)

Illnesses: Hearing loss, Skin disorder, Respiratory condition, Poisoning, All other illnesses

Page totals

Be sure to transfer these totals to the Summary page (Form 300A) before you post it

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspect of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3614, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.



**Brown & Brown of Florida, Inc.**  
**Miami Division**  
14900 NW 79th Court, Suite 200  
Miami Lakes, FL 33016-5869  
(305) 364-7800  
Fax (305) 714-4401

March 8, 2019

RG Underground Engineering,  
Inc.  
14375 SW 120 St Unit 104  
Miami, FL 33186

Re: Workers Compensation EMR

To whom it may concern:

Following is the updated EMR information for the above mention as per the National Council on Compensation Insurance Inc. (NCCI):

2016-2017 .84  
2017-2017 .85  
2018-2019 .84

Thank you for allowing us to continue to assist you with your insurance needs. Should you have any questions regarding this communication please contact our office.

Sincerely,

Brown & Brown of Florida, Inc.

*Ramon Rodriguez*

Ramon Rodriguez  
Senior Vice President



### **Experience of Proposer Questionnaire**

On the follow pages, the Proposer shall provide the information indicated for three (3), but no more than five (5) separate and verifiable project references, from organizations other than the Town of Miami Lakes, demonstrating the successful completion of at least three (3) roadway improvement projects which included drainage improvements within the last five (5) years, where the value of each project exceeded \$750,000 to meet the minimum requirements of this solicitation. The same reference may not be listed for more than one (1) organization and confidential references shall not be included.

References that are listed as subcontractors in the response will not be accepted as references under this solicitation. Entities having an affiliation with the Proposer (i.e. currently parent, subsidiary having common ownership, having common directors, officers or agents or sharing profits or liabilities) will not be accepted as references under this solicitation.

The Procurement Department will attempt to contact the references provided by the Proposer to complete the Evaluation Questionnaire for references. The total number of references contacted to complete an Evaluation Questionnaire for Past Performance for any response will be at least three (3), but no more than five (5). References should be available for contact during normal business hours, 9:00 AM – 5:00 PM, Eastern Time. The Department will attempt to contact each reference by telephone no less than two times. References will be given seven (7) business days to confirm Proposer's performance in order to be considered a "verified reference." In the event the contact person indicated cannot be reached following four attempts or is unwilling to provide the requested information, the reference will be considered "unverified" for purposes of this RFP. It is the Proposer's responsibility to provide complete and accurate information for each reference, the Procurement Department **will not** correct incorrectly supplied information. No claim of lack of information or error will relieve Proposer of this responsibility.

**Procurement reserves the right to contact references other than those identified by the Proposer to obtain additional information regarding past performance. Any information obtained as a result of such contact may be used to determine whether or not the Proposer is a "responsible vendor", as defined in section 287.012(25), Florida Statutes, as may be amended from time to time.**





**Vendor Reference Form**

**Reference #1 (required)**

Proposer's Name: RG Underground Engineering, Inc

Reference's Name: MD Public Works Department - Project 20160325

Address: 111 NW 1st Street 14th floor Miami, FL 33128

Primary Contact Person: Mercedes Barreras

Alternate Contact Person: Fred Diaz

Primary Phone Number: 786-222-9912 Alternate Phone Number: 305-375-1733

Contract Performance Period: 330 days

Project Value: \$ 1,395,600.00

Location of Services: Multiples Sites

Brief description of the services performed for this reference:

Installation of 81 drainage structures, 4310 LF of 18" French drain  
and miscellaneous drainage improvements, grading, sodding,  
and miscellaneous roadway restoration including construction  
of concrete curb & gutters, and sidewalks according to the Plans.

FOR OFFICIAL USE ONLY

☐ Attempt 1

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Time and Date

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Verified

☐ Attempt 2

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Time and Date

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☐ Attempt 3

\_\_\_\_\_  
Time and Date

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Verified







Vendor Reference Form

Reference #3 (required)

Proposer's Name: RG Underground Engineering, Inc

Reference's Name: MD Public Works Dep. - Project 20140121

Address: 111 NW 1st St 14th Floor Miami, FL 33128

Primary Contact Person: Mercedes Barreras

Alternate Contact Person: Leo Salgueiro

Primary Phone Number: 786-222-9912 Alternate Phone Number: 305-375-1202

Contract Performance Period: 270 days

Project Value: \$ 899,810.00

Location of Services: Various Locations

Brief description of the services performed for this reference:

Installation of 52 Drainage Structures, 3,210 LF of 18" french  
drain, and misc. drainage improvement, grading, sodding,  
and misc. roadway restoration including construction of concrete  
curb & gutters, sidewalks and driveways according to the Plans.

FOR OFFICIAL USE ONLY

☐ Attempt 1

Time and Date

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Time and Date

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Vendor Reference Form

Reference #4 (optional)

Proposer's Name: RG Underground Engineering, Inc

Reference's Name: MD Public Works Dep. - Project 20130282

Address: 111 NW 1st St 14th Floor Miami, FL 33128

Primary Contact Person: Mercedes Barreras

Alternate Contact Person: Fred Diaz

Primary Phone Number: 786-222-9912 Alternate Phone Number: 305-375-1733

Contract Performance Period: 270 days

Project Value: \$ 828,187.00

Location of Services: Various Locations

Brief description of the services performed for this reference:

Installation of 45 Drainage Structures, 2,950 LF of 18" french  
drain, and misc. drainage improvement, grading, sodding,  
and misc. roadway restoration including construction of concrete  
curb & gutters, sidewalks and driveways according to the Plans.

FOR OFFICIAL USE ONLY

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**Construction Project Staff Experience  
Questionnaire**

**A. Project Manager**

1. Name of Project Manager: Urbano Leon

a. Attach Project Manager's resume.

b. Employed by the Company: 9 years

c. Present position/job function: Project manager

d. Years in present position/job function: 9 years

e. Prior position with company (if applicable) N/A

f. Years in prior position/job function: N/A years

g. The Project Manager named above was assigned to the following comparable projects:

	<u>Project Name</u>	<u>Construction Cost</u>
i.	<u>Drainage Improv. (20160325)</u>	<u>\$1,395,600.00</u>
ii.	<u>Drainage Improv. (20160222)</u>	<u>\$ 1,132,605.00</u>
iii.	<u>Drainage Improv. (20140121)</u>	<u>\$ 899,810.00</u>

h. The Project Manager named above worked on the following projects for which Project Data Sheets are submitted: (Note: If the designated Project Manager did not work in this capacity on at least two (2) comparable projects for which Project Data Sheets were submitted, provide a Project Data Sheet for two (2) of the projects listed A.1.g above.)

i. Drainage Improv. (20160325) \$1,395,600.00

ii. Drainage Improv. (20160222) \$ 1,132,605.00

iii. (See Projects Data Sheets)

**B. Construction Superintendent**

1. Name of Construction Superintendent to be committed to this Project and continuously retained throughout this Project: Ricardo Gonzalez

a. Attach Construction Superintendent's resume.



- b. Employed by the Company: 9 years
- c. Present position/job function: 9
- d. Years in present position/job function: 9 years
- e. Prior position with company (if applicable) N/A
- f. Years in prior position/job function: N/A years

- g. The Construction Superintendent named above was assigned to the following comparable projects:

	<u>Project Name</u>	<u>Construction Cost</u>
i.	Drainage Improv. (20160325)	\$1,395,600.00
ii.	Drainage Improv. (20160222)	\$ 1,132,605.00
iii.	Drainage Improv. (20140121)	\$ 899,810.00

- h. The Construction Superintendent named above worked on the following projects for which Project Data Sheets are submitted: (Note: If the designated Construction Superintendent did not work in this capacity on at least two (2) comparable projects for which Project Data Sheets were submitted, provide a Project Data Sheet for two (2) of the projects listed A.1.g above.

i.	Drainage Improv. (20160222)	\$ 1,132,605.00
ii.	Drainage Improv. (20160222)	\$ 1,132,605.00
iii.	(See Projects Data Sheets)	

3. Team Members:

Complete Form CQQ, Part 3, Team Member Table, with respect to all employees or members of your company that will be assigned to this Project, their planned responsibilities on the Project, the anticipated percentage of time each will devote to the Project, the person's years of experience in the industry and education experience.

# Urbano Leon

14375 SW 120 St Unit 104 • Miami, FL 33186 • (305) 386-6293 • rgunderground@att.net

## CONSTRUCTION MANAGER / ON-SITE PROJECT MANAGER

Construction manager with a 20-year record of success overseeing all phases of million-dollar construction environmental projects for government and private-sector clients. Experience includes managing crews of up to 15 in roadway improvements, Waterworks a variety of other construction/demolition projects. Backed by strong credentials and a proven history of on-time, on-budget and high-quality project completions.

### Key Skills

- Water Mains & Force Mains
- Drainage Improvement Projects
- Lift Station Improvements
- Bidding/Estimating/Proposals
- Subcontractor/Crew Supervision

### Employer Summary

Daca Environmental (Miami, FL) — Foreman, Project Manager, Estimator 1997 to 1999

Managed 3 to 5 man crew on various water, sewer, and lift station projects for two years.

LEON'S ENGINEERING CORP. (Miami, FL) — Construction Project Manager/Superintendent, 1999 to 2010

Lead infrastructure Drainage improvements project, Installation of Water Mains & Force Mains and Lift Stations on south Florida roadways.

RG UNDERGROUND ENGINEERING INC. (Miami, FL) — Construction Project Manager, 2010 to Present

Provided site supervision on a diverse range of construction and roadway projects.

### Project Descriptions

#### **Drainage Improvement Projects (1999 to Present) • Budgets: 5M to 10M**

Repaired highly traveled, weather-damaged roadways and throughout the Southeast, completing all projects on or under budget and before the time of completion.

#### **Waterlines, Sewer and lift station Projects (1997 to Present) • Budgets: \$1M to \$3M**

Served as project/site manager and Foreman on various of million-dollar projects that included excavations of contaminated soil, public lands restoration, Waterline and sewer in government funded projects.

#### **Canal Embankment Projects (2003 to 2012) • Budgets: \$600,000.00**

Led all phases of complex Canal improvement job.

### Education & Certifications

Mechanical Engineer (Havana, Cuba) — 1981-1986



# Ricardo Gonzalez

14375 SW 120 St #104 • Miami, FL 33186 • (305) 386-6293 • RGunderground@att.net

## CONSTRUCTION MANAGER / ON-SITE PROJECT MANAGER

Construction manager with a 8-year record of success overseeing all phases of million-dollar construction environmental projects for government and private-sector clients. Experience includes managing crews of up to 15 in roadway improvements, Waterworks a variety of other construction/demolition projects. Backed by strong credentials and a proven history of on-time, on-budget and high-quality project completions.

### Key Skills

- QuickBooks Skills
- Florida State Underground Utilities & Excavation License and Building Contractor License
- Site Safety/OSHA Compliance
- Change Order Management
- Budgeting & Cost Controls
- Bidding/Estimating/Proposals
- Subcontractor/Crew Supervision

### Employer Summary

LEON'S ENGINEERING CORP. Miami, FL) — Construction Project Manager, 3/09 to Present

Lead infrastructure Drainage improvements project on south Florida roadways. Consistently exceeded margin goals and client expectations.

LEON'S ENGINEERING CORP (Miami, FL) — Foreman, 2/03 to 2/08

Managed 3 to 5 man crew on various drainage, water, sewer, and lift station projects for five years.

RG UNDERGROUND ENGINEERING INC. (Miami, FL) — Site Supervisor / President, 1/09 to Present

Provided site supervision on a diverse range of construction and roadway projects. Managing Corporate transaction and accounting.

### Project Descriptions

#### **Drainage Improvement Projects (2003 to Present) • Budgets: 5M to 10M**

Repaired highly traveled, weather-damaged roadways and throughout the Southeast, completing all projects on or under budget and before the time of completion.

#### **Waterlines, Sewer and lift station Projects (2003 to Present) • Budgets: \$1M to \$3M**

Served as project/site Superintendent, manager and Foreman on various of million-dollar projects that included excavations of contaminated soil, public lands restoration, Waterline and sewer in government funded projects.

#### **Canal Embankment Projects (2006 to 2012) • Budgets: \$600,000.00**

Led all phases of complex Canal improvement job.

### Education & Certifications

MIAMI-DADE COLLEGE (Miami, FL) — 2 year of credits,

Florida State Underground Utilities and Excavation License- 2010

Florida State Building Contractor License - 2017

### Project Data Sheet

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

1. Name of contractor: RG Underground Engineering, INC
2. Project Name: Drainage Improvements by M. Fitts (20160325)
3. Project Location: Various locations
4. Project Title: \_\_\_\_\_
5. Project Number, if applicable: 20160325
6. Type of Construction: Drainage  
(i.e.: New, Renovation, Addition, Repair, Sidewalk/Curb/Gutter, Roadway reconstruction, Roadway resurfacing, Drainage, etc. Use all that apply.)
7. Size: (i.e.: Capacity, Tonnage, linear feet, square feet, etc.): 81 Drainage Struct. & 4310 LF of 18" FD
8. Scope of Work: Installation of 81 Drainage Struct., 4310 LF of 18" FD and miscellaneous drainage improvements, grading, soaking, and misc. roadway restorations.
9. Business name that was the Prime Contractor for this project: RG Underground Eng. INC
10. How is this project similar to the Town's project? This Project has equal scope work, only is different the quantity of LF of FD and the drainage structures.
11. Cost of the work performed by the contractor at time of bid: \$ 922,500.00
12. Cost of work performed by the contractor at completion: \$ 728,967.95
13. LEED Certification
  - a. Was this a LEED Certified Project: Yes \_\_\_\_\_ No ☒
  - b. Minimum LEED Certification required: \_\_\_\_\_
  - c. LEED Certification obtained: \_\_\_\_\_
14. Describe the sources and/or causes of the above differences in costs with reference to the following categories as determined by written change order, the public entity or the Architect/Engineer of Record (whichever had final authority):
  - a. Errors or omissions: \_\_\_\_\_ % \$ \_\_\_\_\_
  - b. Unforeseen/Hidden conditions: \_\_\_\_\_ % \$ \_\_\_\_\_
  - c. Owner generated changes: \_\_\_\_\_ % \$ \_\_\_\_\_
  - d. Regulatory agency changes: \_\_\_\_\_ % \$ \_\_\_\_\_
  - e. Contractor recommended changes: \_\_\_\_\_ % \$ \_\_\_\_\_
  - f. Other: \_\_\_\_\_ % \$ \_\_\_\_\_



Explain other: \_\_\_\_\_

15. How many RFIs did your company submit with respect to the plans and specifications for the project? 1
16. What was the primary reasons for the RFIs: Conflict with utility and we can't install the french drain on the side required by Plans.
17. What year did the project start construction? 2017
18. What year did the project complete construction? 2018
19. Project Timeframe for completion (number of calendar days): 330 days.
- a. \_\_\_\_\_ Project timeframe for subcontract work at start of the project based on the baseline Project Schedule
  - b. \_\_\_\_\_ Formally adjusted completion timeframe for subcontract work based on change orders (if none state N/A)
  - c. \_\_\_\_\_ Timeframe for subcontract work not covered under approved change orders (if none state N/A)
  - d. \_\_\_\_\_ Actual time between issuance of Notice to Proceed and date of completion of the Subcontract work.
  - e. \_\_\_\_\_ Actual time between date for completion of the Subcontract work and actual completion of the Subcontract work
  - f. \_\_\_\_\_ Total number of days between original contract timeframe for completion of the Subcontract work and actual completion of the Subcontract work
20. If completion did not occur within the contract time established for the subcontract work or within the formally adjusted time (as identified in item 17c above, explain the reason(s) for the delay:
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
21. Total number of task on the punch list? 10
22. If punch list items were not completed/performed explain the reason(s):
- \_\_\_\_\_
- \_\_\_\_\_
23. Name of the contractor's Qualifier: Ricardo Gonzalez
24. Name of the contractor's Construction manager: Urbano Leon.
25. Total amount of the work self-performed: 100 % \$ \_\_\_\_\_
26. Were sub-tier contractor used? Yes: \_\_\_\_\_ No: ✓
- a. If yes, specify the trade & tier, percentage, and value (add additional pages if necessary)
- \_\_\_\_\_ % \$ \_\_\_\_\_
- \_\_\_\_\_ % \$ \_\_\_\_\_

_____	_____ %	\$ _____
_____	_____ %	\$ _____

27. Did subcontractor or its sub-tier contractors file any Claims\* or Dispute filed on the project? n/a.

yes \_\_\_\_\_ no \_\_\_\_\_

\*A Claim means a demand or assertion by your firm seeking as matter of right, adjustment or interpretation of contract terms, compensation, extension of time or other relief with respect to the terms of the contract or other disputes between the owner and your firm.

28. If a Claim(s) was filed on the project, provide the following details for each Claim\*:

- a. Dollar amount for Initial Claim: \_\_\_\_\_
- b. Source of Claim: (e.g. contractor, subcontractor, supplier, etc.) \_\_\_\_\_
- c. Method of resolution (e.g. negotiation, mediation, arbitration, litigation): \_\_\_\_\_
- d. Final amount of Claim settlement: \_\_\_\_\_

29. If a formal Dispute(s) was filed on the project by the subcontractor or its sub-tier contractors, provide the following details for each Dispute. Identify the reason for the Dispute and the resolution (use additional pages if necessary):

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

30. Did your company fail/refuse to perform or complete any of work it was obligated to complete?

\_\_\_\_\_ yes \_\_\_\_\_ ☒ no

If yes, explain what work was not performed/completed and reasons why:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

31. Was your company required to perform any work under a directive to proceed pending the resolution of an interpretation of the contract or dispute?

\_\_\_\_\_ yes \_\_\_\_\_ n/a. no

32. Identify up to four (4) constructability issues encountered by your company on the project and briefly describe how your company resolve each issue:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

33. Did your company perform any value engineering or other cost savings measures, which improved the quality of the project or saved cost? If yes, provide details and any cost savings.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Owner's Name: MD Public Works Dep.

Is the Project Owner a public entity? ☒ yes ☐ no

Contact Name for Project Owner: Mercedes Barreras

Contact Name's Title: Construction Manager

Project Owner's Address: 111 NW 1st St 14th Floor Miami

Project Owner's City, State, and Zip Code: Miami, FL 33128

Contact Name's Telephone Number: (786) 222-9912

Contact Name's Email Address: mercedes.barreras@miamidade.gov

Architect/Engineer of Record: \_\_\_\_\_

Architect/Engineer of Record Contact Name: \_\_\_\_\_

Architect/Engineer of Record Contact Name's Telephone No. \_\_\_\_\_

Architect/Engineer of Record Contact Name Email Address: \_\_\_\_\_



# Project Data Sheet

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

1. Name of contractor: RG Underground Engineering, Inc
2. Project Name: Drainage Improvements for H. Lile
3. Project Location: Various locations
4. Project Title: \_\_\_\_\_
5. Project Number, if applicable: 20160222
6. Type of Construction: Drainage  
(i.e.: New, Renovation, Addition, Repair, Sidewalk/Curb/Gutter, Roadway reconstruction, Roadway resurfacing, Drainage, etc. Use all that apply.)
7. Size: (i.e.: Capacity, Tonnage, linear feet, square feet, etc.): 41 Drainage Struct. & 905 LF of 18" FD, and 2,275 LF of 24" FD.
8. Scope of Work: Installation of 41 Drainage Struct; 905 LF of 18" FD, and 2,275 LF of 24" FD, and miscellaneous drainage improv, grading, bedding and misc. roadway relocation.
9. Business name that was the Prime Contractor for this project: RG Underground Eng INC.
10. How is this project similar to the Town's project? This Project has equal scope of work, only is different the quantity of LF of FD and the drainage structure
11. Cost of the work performed by the contractor at time of bid: \$ 240,086.13.
12. Cost of work performed by the contractor at completion: \$ 581,354.74
13. LEED Certification
  - a. Was this a LEED Certified Project: Yes \_\_\_\_\_ No ☒
  - b. Minimum LEED Certification required: \_\_\_\_\_
  - c. LEED Certification obtained: \_\_\_\_\_
14. Describe the sources and/or causes of the above differences in costs with reference to the following categories as determined by written change order, the public entity or the Architect/Engineer of Record (whichever had final authority):
  - a. Errors or omissions: \_\_\_\_\_ % \$ \_\_\_\_\_
  - b. Unforeseen/Hidden conditions: \_\_\_\_\_ % \$ \_\_\_\_\_
  - c. Owner generated changes: \_\_\_\_\_ % \$ \_\_\_\_\_
  - d. Regulatory agency changes: \_\_\_\_\_ % \$ \_\_\_\_\_
  - e. Contractor recommended changes: \_\_\_\_\_ % \$ \_\_\_\_\_
  - f. Other: \_\_\_\_\_ % \$ \_\_\_\_\_



Explain other: \_\_\_\_\_

15. How many RFIs did your company submit with respect to the plans and specifications for the project? \_\_\_\_\_

16. What was the primary reasons for the RFIs: \_\_\_\_\_

17. What year did the project start construction? 2017

18. What year did the project complete construction? 2017.

19. Project Timeframe for completion (number of calendar days): 365 days.

- a. \_\_\_\_\_ Project timeframe for subcontract work at start of the project based on the baseline Project Schedule
- b. \_\_\_\_\_ Formally adjusted completion timeframe for subcontract work based on change orders (if none state N/A)
- c. \_\_\_\_\_ Timeframe for subcontract work not covered under approved change orders (if none state N/A)
- d. \_\_\_\_\_ Actual time between issuance of Notice to Proceed and date of completion of the Subcontract work.
- e. \_\_\_\_\_ Actual time between date for completion of the Subcontract work and actual completion of the Subcontract work
- f. \_\_\_\_\_ Total number of days between original contract timeframe for completion of the Subcontract work and actual completion of the Subcontract work

20. If completion did not occur within the contract time established for the subcontract work or within the formally adjusted time (as identified in item 17c above, explain the reason(s) for the delay:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

21. Total number of task on the punch list? 12

22. If punch list items were not completed/performed explain the reason(s):

\_\_\_\_\_  
\_\_\_\_\_

23. Name of the contractors Qualifier:

Ricardo Gonzalez

24. Name of the contractors Construction manager :

Urbano Lemos

25. Total amount of the work self-performed: 100 % \$ \_\_\_\_\_

26. Were sub-tier contractor used? Yes: \_\_\_\_\_ No: ☒

a. If yes, specify the trade & tier, percentage, and value (add additional pages if necessary)

\_\_\_\_\_  
\_\_\_\_\_ % \$ \_\_\_\_\_  
\_\_\_\_\_ % \$ \_\_\_\_\_

\_\_\_\_\_ % \$ \_\_\_\_\_  
\_\_\_\_\_ % \$ \_\_\_\_\_

27. Did subcontractor or its sub-tier contractors file any Claims\* or Dispute filed on the project? \_\_\_\_\_  
yes \_\_\_\_\_ no ☒

\*A Claim means a demand or assertion by your firm seeking as matter of right, adjustment or interpretation of contract terms, compensation, extension of time or other relief with respect to the terms of the contract or other disputes between the owner and your firm.

28. If a Claim(s) was filed on the project, provide the following details for each Claim\*:

- a. Dollar amount for Initial Claim: \_\_\_\_\_
- b. Source of Claim: (e.g. contractor, subcontractor, supplier, etc.) \_\_\_\_\_
- c. Method of resolution (e.g. negotiation, mediation, arbitration, litigation): \_\_\_\_\_
- d. Final amount of Claim settlement: \_\_\_\_\_

29. If a formal Dispute(s) was filed on the project by the subcontractor or its sub-tier contractors, provide the following details for each Dispute. Identify the reason for the Dispute and the resolution (use additional pages if necessary):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

30. Did your company fail/refuse to perform or complete any of work it was obligated to complete?

\_\_\_\_\_ yes \_\_\_\_\_ no ☒

If yes, explain what work was not performed/completed and reasons why:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

31. Was your company required to perform any work under a directive to proceed pending the resolution of an interpretation of the contract or dispute?

\_\_\_\_\_ yes \_\_\_\_\_ no ☒

32. Identify up to four (4) constructability issues encountered by your company on the project and briefly describe how your company resolve each issue:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

33. Did your company perform any value engineering or other cost savings measures, which improved the quality of the project or saved cost? If yes, provide details and any cost savings.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Owner's Name: MD Public works Dep.

Is the Project Owner a public entity? ✓ yes \_\_\_\_\_ no

Contact Name for Project Owner: Alfonso Dorte

Contact Name's Title: Road Construction Engineer.

Project Owner's Address: 111 NW 1<sup>st</sup> St 1<sup>st</sup> Floor

Project Owner's City, State, and Zip Code: Miami, FL 33128

Contact Name's Telephone Number: (305) 409-8224

Contact Name's Email Address: alfonso.dorte@miamidade.gov

Architect/Engineer of Record: \_\_\_\_\_

Architect/Engineer of Record Contact Name: \_\_\_\_\_

Architect/Engineer of Record Contact Name's Telephone No. \_\_\_\_\_

Architect/Engineer of Record Contact Name Email Address: \_\_\_\_\_





**RG UNDERGROUND ENGINEERING, INC**

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MIAMI, FL 33183

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Fax: (305) 386-5241

[RGUNDERGROUND@ATT.NET](mailto:RGUNDERGROUND@ATT.NET)

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## **PROJECT APPROACH AND WORK PLAN**

RG Underground Engineering Inc. plans to approach this project in a manner that will reduce the impact to the neighborhood and reduce project duration as much as possible. Our company has successfully completed similar projects and we know exactly what it takes to the job done. Based on our staff experience in these type of drainage improvement projects, there is very little we have not seen when it comes to installing drainage structures and French Drain inside already developed neighborhoods. It is RG's specialty, and it all starts with our staff. Our supervisors for this project will be Urbano Leon (Engineer) and Ricardo Gonzalez (CUC & CBC), together they have more than 20 years of experience in underground construction in south Florida. Mr. Leon would run the day to day basis out on the field and run the crews, while Mr. Gonzalez would do the forward planning, scheduling, payment requisitions, and be involve with the client first hand.

Our goal is to complete this project in 200 calendar days (total project duration) including punch list items and require paperwork. Construction will begin in SITE 1, mobilize and set up a staging area. We feel this is the least problematic area because it has a nearby grass area we could use in 162 ST for temporary staging. After set up, RG breaks ground and install drainage as per plan with 1 crew. Immediately after crew#1 finishes with installation they will continue to set up & mobilize to SITE 2. Simultaneously, RG will bring another crew#2 so they can finish up with any trench, restoration, concrete work, sodding, milling/overlay, and final clean up of SITE 1, all while crew#2 continues construction in site 2. Once the second crew finishes they will be sent to SITE 2 to assist with construction.

We design an specific sequence of construction for these 2 sites in order to reduce the impact to residents, you can see it in details in the project schedule provided. Sheet numbers in the task name.



RG UNDERGROUND ENGINEERING, INC

6271 SW 139 AVE

MIAMI, FL 33183

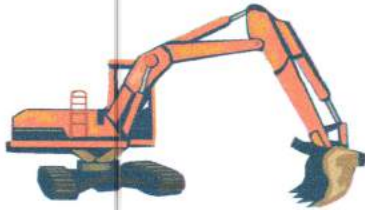
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### Required Permit

Permit Required	Project Component	Permitting Entry
Miami Lakes public works	Work within right of way	



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### **Difficulties**

There are 2 potential challenges in this project. The soil type and the sewer main running very close to the proposed 18" exfiltration trench. The soil type in this area is soft with sandy conditions, we will need to have a trench box on site in order to install the drainage and prevent the trench from caving in. At the same time, the contractor needs to be careful with the adjacent sewer line especially that the soil is sandy. The entire crew needs to be aware of this in order to prevent damages to the sewer.





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### **Value-added special services**

RG has experience in most of the areas of the utility construction field, underground and under water construction. RG has successfully completed projects like sewer pump stations, water transmission, wastewater collection systems, stormwater drainage, land development, utility rehabilitation, disaster clean up, and Canal Embankment construction. We have specialized in drainage for the past 10 years working with Miami Dade County Public Works. We can easily say RG has performed over 50 drainage improvements projects all around South Florida and all of them with excellent scores. From small projects to big ones, there is very little our teams have not seen. We have worked in all soil conditions, from hard/stable rock to sugar sand soil. Our team knows how to prevent conflict by identifying potential problems and adjusting the construction methods before it is too late. We feel our experience is our greatest asset. RG also owns all of our equipment required to perform this work, which is normally bigger equipment than usual.



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#### **b) Handling RFIs and Submittals**

The protocol in RG to send RFIs is directly via email from the office or the superintendent of the job. The process starts with the foreman/project manager (Urbano Leon) discusses the concern or issues with superintendent, then RG sends out via email with RFI to the owner or consultant. Only after response is received, we take the necessary actions. We make sure that all questions or concerns get processed through "request for information", it is the only way to effectively manage and keep track of up to date information about the project.

For shop drawings submittals, RG first receives and inspect thoroughly the shop drawing from the supplier. If the given shop drawing is satisfactory to our project management team it would be stamped/dated "approved" by RG and then be sent out to Owner/EOR for review and approval. This is done for all materials and equipment to be furnished prior to any project construction activity.

- Attached are two examples of rfi in similar projects



## Underground Engineering Inc.

### **REQUEST FOR INFORMATION#1**

Project: Drainage Improvement #20160325  
Date Submitted: 6/6/17  
To : FRED DIAS, Project Manager  
Reference: CONFLICT WITH UTILITY AT NW 22 AVE.

**REQUEST:** RG performed an exploratory digging on 6/6/17 and confirmed the utility that was marked. This is a communication cable about 2-3" and it is in the middle of the proposed French drain. This cable runs almost parallel to the proposed pipe which is why is impossible to install. The section in conflict is along 22 ave from 202 st to 201 st. Please advise how the EOR would like to proceed since we cannot install the French drain on the west side of the road due to the circumstances.

**SUGGESTION:** RG suggest to install the French drain on the east side of the road (22 ave).

Prepare/Authorized by  
Ricardo Gonzalez, President

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Successors	March					
								2/17	2/24	3/3	3/10	3/17	3/24
1		<b>ROYAL OAKS DRAINAGE IMPROVEMENT</b>	<b>190 days</b>	<b>Mon 6/24/19</b>	<b>Fri 3/13/20</b>								
2		NTP (TENTATIVE DATE)	1 day	Mon 6/24/19	Mon 6/24/19		3						
3		PRECONSTRUCTION MEETING	1 day	Tue 6/25/19	Tue 6/25/19	2	4						
4		SUBMIT SHOP DRAWINGS	10 days	Wed 6/26/19	Tue 7/9/19	3	6,7,9						
5		LONG LEAD MATERIALS	11 days	Wed 7/10/19	Wed 7/24/19	4	10						
6		UNDERGROUND LOCATES	5 days	Wed 7/10/19	Tue 7/16/19	4	9						
7		PROJECT LAYOUT	5 days	Wed 7/10/19	Tue 7/16/19	4	10						
8		<b>SITE 1</b>	<b>91 days</b>	<b>Wed 7/17/19</b>	<b>Wed 11/20/19</b>								
9		mobilization to site and pre	2 days	Wed 7/17/19	Thu 7/18/19	6	10						
10		SHEET C5-install all catch basins	3 days	Thu 7/25/19	Mon 7/29/19	9,5,7	11						
11		C5- install exfiltration trench	4 days	Tue 7/30/19	Fri 8/2/19	10	12						
12		C5- perform trench restoration	4 days	Mon 8/5/19	Thu 8/8/19	11	13						
13		C5- clean up	1 day	Fri 8/9/19	Fri 8/9/19	12	14						
14		SHEET C6- install all catch basins	3 days	Mon 8/12/19	Wed 8/14/19	13	15						
15		C6- install exfiltration trench	4 days	Thu 8/15/19	Tue 8/20/19	14	16						
16		C6- perform trench restoration	4 days	Wed 8/21/19	Mon 8/26/19	15	17						
17		C6- pour concrete on driveway	1 day	Tue 8/27/19	Tue 8/27/19	16	18						
18		C6- clean up	1 day	Wed 8/28/19	Wed 8/28/19	17	19						
19		SHEET C7- install all catch basins	3 days	Thu 8/29/19	Mon 9/2/19	18	20						
20		C7- install exfiltration trench	4 days	Tue 9/3/19	Fri 9/6/19	19	21						
21		C7- perform trench restoration	5 days	Mon 9/9/19	Fri 9/13/19	20	22						
22		C7- pour concrete on driveway	1 day	Mon 9/16/19	Mon 9/16/19	21	23						
23		C7- clean up	1 day	Tue 9/17/19	Tue 9/17/19	22	24						

Project: ROYAL OAKS DRAINAGE  
Date: Tue 3/12/19

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			



ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Successors	March					
								2/17	2/24	3/3	3/10	3/17	3/24
24		SHEET C4- install all catch b	9 days	Wed 9/18/19	Mon 9/30/19	23	25						
25		C4- install exfiltration trench	8 days	Tue 10/1/19	Thu 10/10/19	24	26,3						
26		C4- perform trench restoration	8 days	Fri 10/11/19	Tue 10/22/19	25	27						
27		C4- pour concrete on drive	1 day	Wed 10/23/19	Wed 10/23/19	26	28						
28		C4- clean up	1 day	Thu 10/24/19	Thu 10/24/19	27	29						
29		clean new structures and existing structures with vac	4 days	Fri 10/25/19	Wed 10/30/19	28	30						
30		mill site #1 as per plan	3 days	Thu 10/31/19	Mon 11/4/19	29	31						
31		overlay site #1 as per plan	4 days	Tue 11/5/19	Fri 11/8/19	30	32						
32		striping	1 day	Mon 11/11/19	Mon 11/11/19	31	33						
33		sodding	4 days	Tue 11/12/19	Fri 11/15/19	32	34						
34		clean up staging area and d	3 days	Mon 11/18/19	Wed 11/20/19	33	43						
35		preliminary As-builts	15 days	Fri 10/11/19	Thu 10/31/19	25	64						
36													
37		<b>SITE 2</b>	<b>110 days</b>	<b>Fri 10/11/19</b>	<b>Thu 3/12/20</b>								
38		mobilization to site and pre	1 day	Fri 10/11/19	Fri 10/11/19	25	39						
39		SHEET C12- install all catch	10 days	Mon 10/14/19	Fri 10/25/19	38	40						
40		C12- install exfiltration trench	16 days	Mon 10/28/19	Mon 11/18/19	39	41						
41		C12- perform trench restoration	8 days	Tue 11/19/19	Thu 11/28/19	40	42						
42		C12- pour concrete on drive	1 day	Fri 11/29/19	Fri 11/29/19	41	43						
43		C12- clean up	1 day	Mon 12/2/19	Mon 12/2/19	42,34	44						
44		SHEET C13- install all catch	13 days	Tue 12/3/19	Thu 12/19/19	43	45						
45		C13- install exfiltration trench	13 days	Fri 12/20/19	Tue 1/7/20	44	46,4						
46		C13- perform trench restoration	9 days	Wed 1/8/20	Mon 1/20/20	45	47						

Project: ROYAL OAKS DRAINAGE Date: Tue 3/12/19	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	
	Milestone		Duration-only		Deadline	
	Summary		Manual Summary Rollup		Progress	
	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only			
	Inactive Milestone		Finish-only			

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Successors	March					
								2/17	2/24	3/3	3/10	3/17	3/24
47		C13- clean up	2 days	Tue 1/21/20	Wed 1/22/20	46	50						
48		SHEET C14- install all catch	8 days	Wed 1/8/20	Fri 1/17/20	45	49						
49		C14- install exfiltration tren	4 days	Mon 1/20/20	Thu 1/23/20	48	53						
50		C14- perform trench restor.	4 days	Thu 1/23/20	Tue 1/28/20	47	51						
51		C14- pour concrete on drive	1 day	Wed 1/29/20	Wed 1/29/20	50	52						
52		C14- clean up	1 day	Thu 1/30/20	Thu 1/30/20	51	55						
53		SHEET C11- install all catch	10 days	Fri 1/24/20	Thu 2/6/20	49	54						
54		C11- install exfiltration tren	8 days	Fri 2/7/20	Tue 2/18/20	53	55,5						
55		C11- perform trench restor.	5 days	Wed 2/19/20	Tue 2/25/20	54,52	56						
56		C11- clean up	2 days	Wed 2/26/20	Thu 2/27/20	55	61						
57		clean new structures and existing structures with vac	2 days	Wed 2/19/20	Thu 2/20/20	54	58,6						
58		mill site #1 as per plan	4 days	Fri 2/21/20	Wed 2/26/20	57	59						
59		overlay site #1 as per plan	4 days	Thu 2/27/20	Tue 3/3/20	58	60						
60		striping	1 day	Wed 3/4/20	Wed 3/4/20	59	61						
61		sodding	5 days	Thu 3/5/20	Wed 3/11/20	60,56	62						
62		clean up staging area and demobilize equipment	1 day	Thu 3/12/20	Thu 3/12/20	61,64,6							
63		punch list items	10 days	Fri 2/21/20	Thu 3/5/20	57	62						
64		AS-BUILTS	15 days	Wed 2/19/20	Tue 3/10/20	54,35	62						

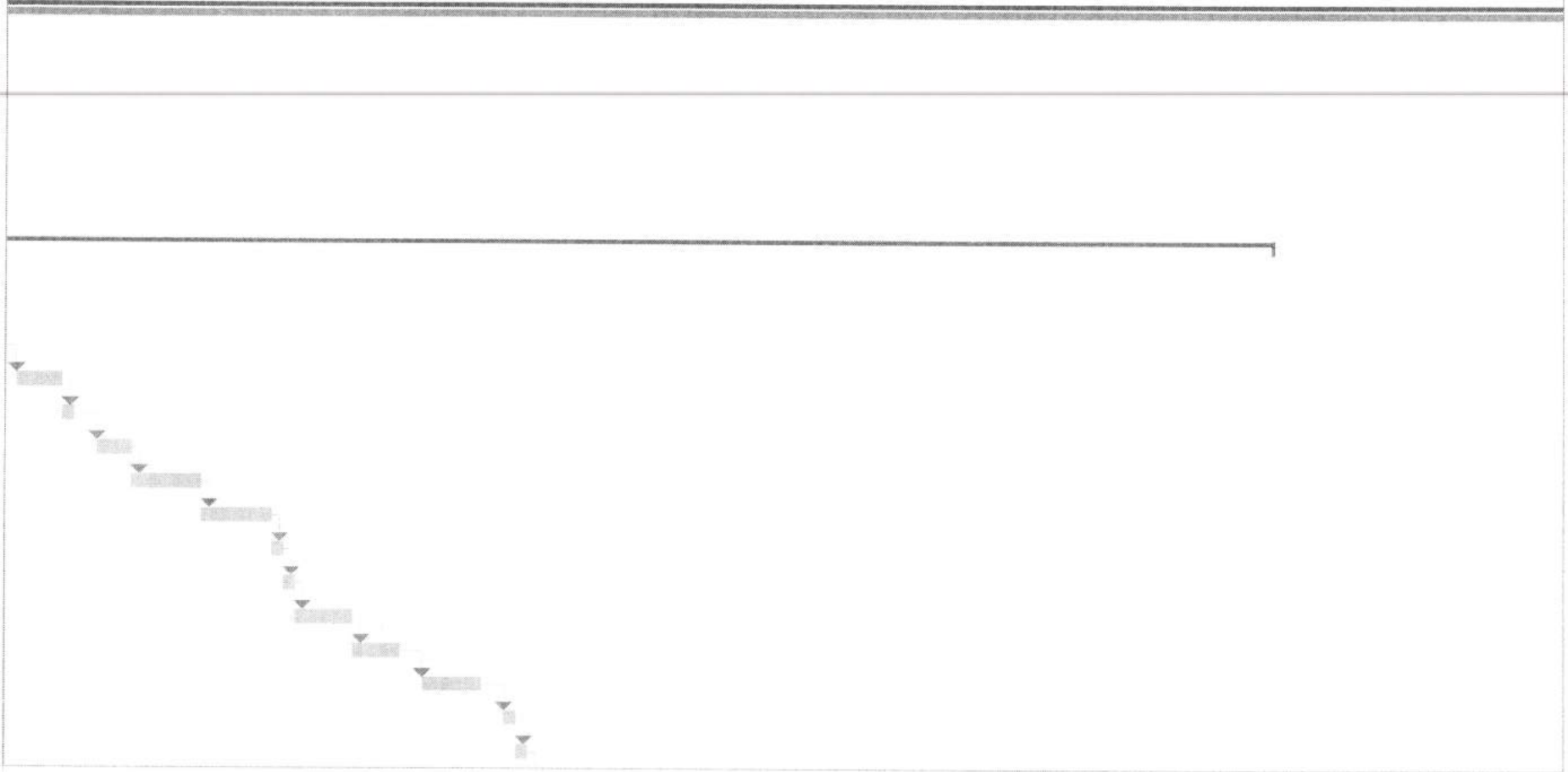
Project: ROYAL OAKS DRAINAG Date: Tue 3/12/19	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	
	Milestone		Duration-only		Deadline	
	Summary		Manual Summary Rollup		Progress	
	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only			
	Inactive Milestone		Finish-only			



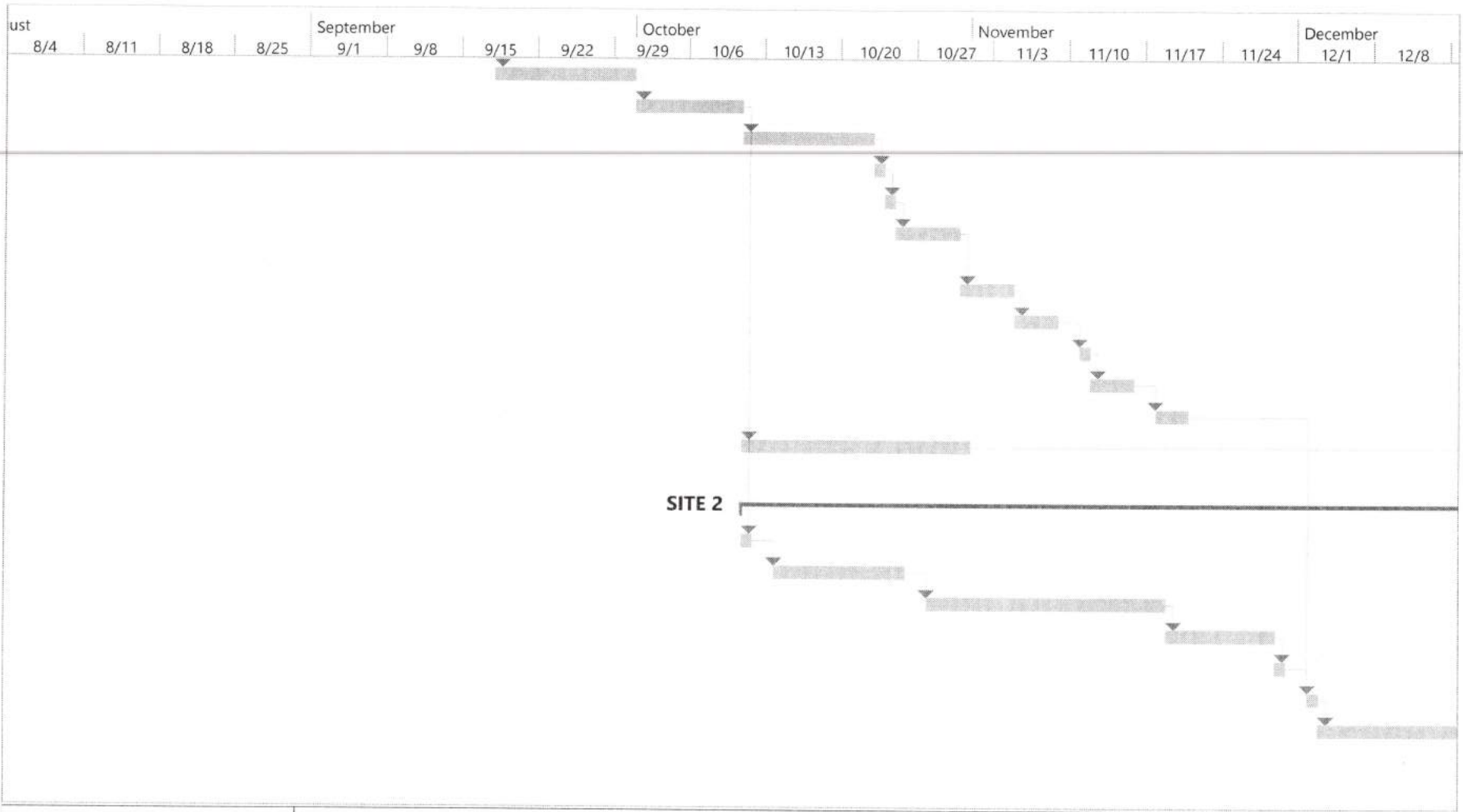


Project: ROYAL OAKS DRAINAG Date: Tue 3/12/19	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	
	Milestone		Duration-only		Deadline	
	Summary		Manual Summary Rollup		Progress	
	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only			
	Inactive Milestone		Finish-only			

August	8/4	8/11	8/18	8/25	September	9/1	9/8	9/15	9/22	October	9/29	10/6	10/13	10/20	10/27	November	11/3	11/10	11/17	11/24	December	12/1	12/8
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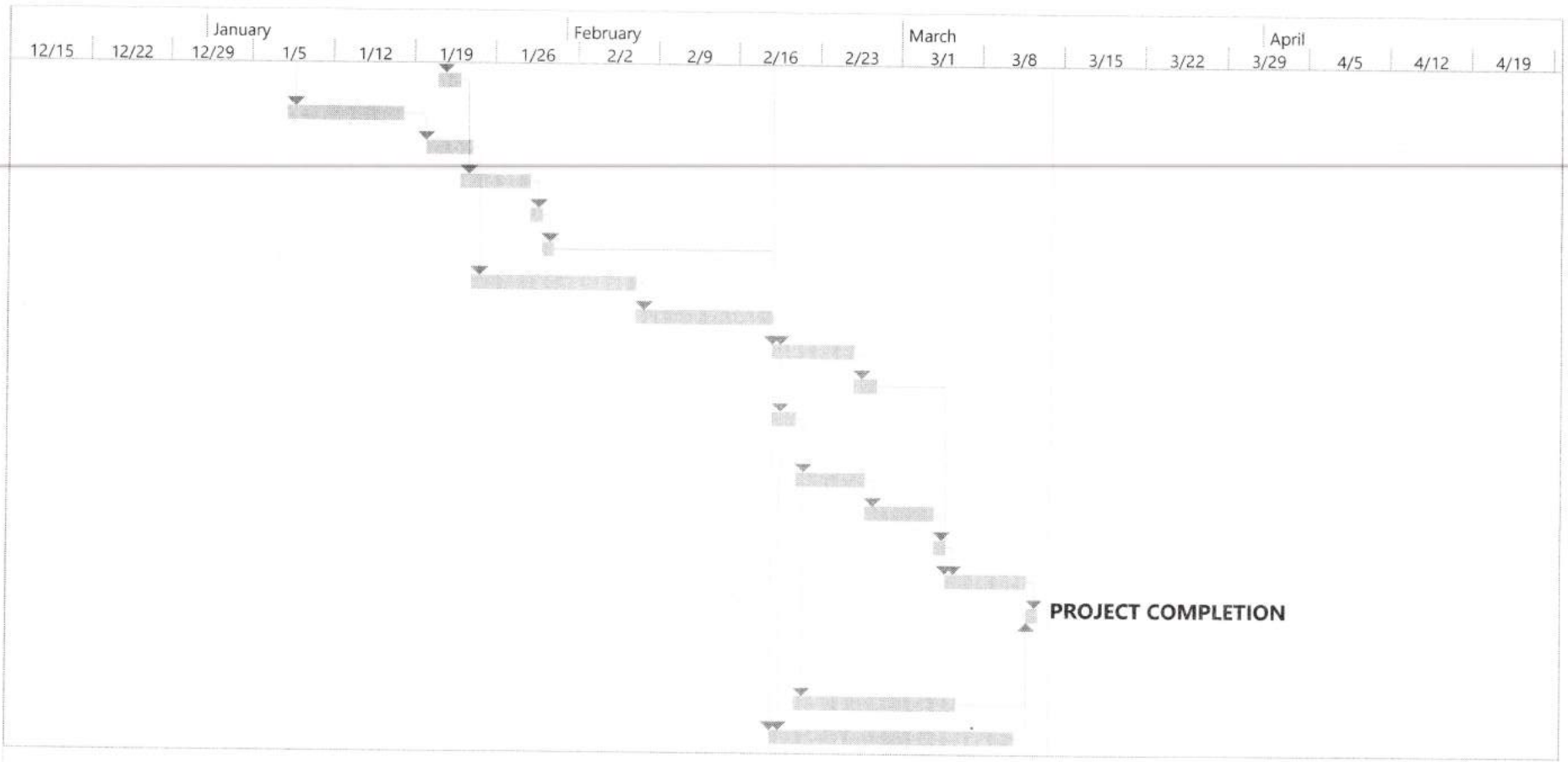


Project: ROYAL OAKS DRAINAG Date: Tue 3/12/19	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	
	Milestone		Duration-only		Deadline	
	Summary		Manual Summary Rollup		Progress	
	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only			
	Inactive Milestone		Finish-only			



Project: ROYAL OAKS DRAINAG  
Date: Tue 3/12/19

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			



Project: ROYAL OAKS DRAINAG  
Date: Tue 3/12/19

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			



RG UNDERGROUND ENGINEERING, INC

6271 SW 139 AVE

MIAMI, FL 33183

PH: (305) 386-6293

FAX: (305) 386-5241

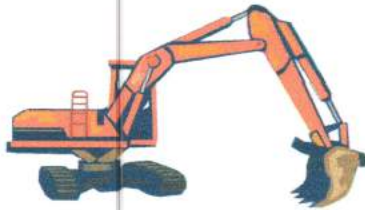
[RGUNDERGROUND@ATT.NET](mailto:RGUNDERGROUND@ATT.NET)

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### Quality Control Plan

Here at RG, our philosophy is "work only once". It Means that we put a lot of emphasis on doing it right the first time. Even if the first time takes longer to accomplish, we get it done right. We try to avoid by all means necessary any errors or mistakes by our part. We believe that when the job gets done correctly the first time all parties involve benefits. In order to ensure this, we have a develop practices throughout the years which our team uses on a daily basis.

It all starts by having the foreman checking all important aspects of the plans & specification with by the crew on site and make sure everyone knows their responsibilities. There Foreman or Superintendent will inspect critical aspects of the job and he/she will let the crew know if all is satisfactory. The critical areas in this scope are; correct structure elevation, pipe elevation, location and station, proper compaction methods, and asphalt quality. All this areas will be personally check by our Foreman or Superintendent to ensure all construction is being perform to the correct specifications, if he/she sees an area that needs correction it will be corrected immediately. RG will hold an initial meeting among our crews to prepare for the upcoming tasks. This meeting will then continue on a weekly basis on a date/time set by the Foreman and Superintendent of the job.



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**Constructability issues**

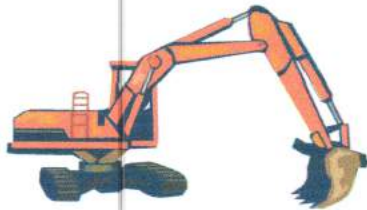
Based on our review of the plans and specifications RG does not identify any constructability issues

---

Authorized by

Ricardo Gonzalez, President





RG UNDERGROUND ENGINEERING, INC

6271 SW 139 AVE

MIAMI, FL 33183

PH: (305) 386-6293

FAX: (305) 386-5241

[RGUNDERGROUND@ATT.NET](mailto:RGUNDERGROUND@ATT.NET)

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### **Value Engineering**

RG does not identify any value engineering or cost savings opportunities as of today.

# Subcontractor Utilization Form

RFP/ITB No.: **2019-19**

Project Title: **Royal Oaks Drainage & Roadway Im**

This form is to be submitted with the Bidder's/Proposer's Submittal. Failure to submit this Form with the Submittal may result in the Submittal being rejected as non-responsive or may adversely affect the evaluation of the Submittal. Use additional pages if required.

The subcontractor's identified in this Form may not be changed without the prior written approval of the Project Manager.

**Both Tabs of the Exhibit must be completed.**

Use additional sheets if necessary.

Name of Business/Tier <sup>1</sup>	Scope of the Work	Years in Business Under Current Name	% of Work	Experience <sup>2</sup>	Prior Projects <sup>3</sup>	License Information <sup>4</sup>		Business Certification <sup>5</sup>
						Type	Number	
H&J Asphalt	resurficing	32 years	7.5 %	No	Yes	CTQB	E99800	FDOT
			%					
			%					
			%					
			%					
			%					
			%					

<sup>1</sup> All tiers must be shown, including multiple sub-tiers, if permitted by the Contract. Sub-tiers must be identified with "(ST)" after their name.

<sup>2</sup> Identify if the company has ever defaulted on a contract or had a contract terminated. Answer yes or no.

<sup>3</sup> Identify if the Proposer has previously worked with this company on any projects. Answer yes or no.

<sup>4</sup> List only those relevant to this Project.

<sup>5</sup> Must be certified by either Miami-Dade County, State of Florida, or the Federal Government. Identify the type as SBE, CSBE, DBE, etc.

Form SU

**Subcontractor Utilization Form (Qualifiers)**

Name of Person	Title	Name of Company	% of Time Devoted to Project	Year in Industry	Years with Firm	Licenses & Certifications
	Electrical Qualifier					
	Mechanical Qualifier					
	Plumbing Qualifier					
	Roofing Qualifier					
	Low Voltage Qualifier					
Jorge Arango	Asphalt Qualifier	HRT Asphalt Inc	100	32	32 years	CTQB #E99800

Name: Ricardo Gonzalez

Signature: \_\_\_\_\_

Note: Add additional qualifiers as applicable.

Form SU

## **Experience of Subcontractor Questionnaire**

One (1) data sheet must be completed for at least two (2) projects completed by each Subcontractor listed in Form SU, Subcontractor Utilization Form, that is demonstrative of the work type that the Subcontractor will perform for this solicitation. The project must have been completed by present employees, officers, or owners of the Subcontractor that utilized the individual listed in Form SU. Do not use a project performed for the Town of Miami Lakes.

### Project Data Sheet

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

1. Name of Subcontractor: H & J Asphalt, Inc
2. Project Name: Roadway Resurfacing Contract
3. Project Location: Various Locations
4. Project Title: \_\_\_\_\_
5. Project Number, if applicable: 20160345
6. Type of Construction: resurfacing  
(i.e.: New, Renovation, Addition, Repair, Sidewalk/Curb/Gutter, Roadway reconstruction, Roadway resurfacing, Drainage, etc. Use all that apply.)
7. Size: (i.e.: Capacity, Tonnage, linear feet, square feet, etc.): \_\_\_\_\_
8. Scope of Work: milling & resurfacing  
\_\_\_\_\_  
\_\_\_\_\_
9. Business name that was the Prime Contractor for this project: H & J Asphalt, Inc
10. How is this project similar to the Town's project? very similar  
\_\_\_\_\_  
\_\_\_\_\_
11. Cost of the work performed by the Subcontractor at time of bid: \$ 1,597,780.00
12. Cost of work performed by the Subcontractor at completion: \$ 1,387,626.00
13. LEED Certification
  - a. Was this a LEED Certified Project: Yes \_\_\_\_\_ No X
  - b. Minimum LEED Certification required: \_\_\_\_\_
  - c. LEED Certification obtained: \_\_\_\_\_
14. Describe the sources and/or causes of the above differences in costs with reference to the following categories as determined by written change order, the public entity or the Architect/Engineer of Record (whichever had final authority):
  - a. Errors or omissions: \_\_\_\_\_ % \$ \_\_\_\_\_
  - b. Unforeseen/Hidden conditions: \_\_\_\_\_ % \$ \_\_\_\_\_
  - c. Owner generated changes: 100 % \$ 210,154.00
  - d. Regulatory agency changes: \_\_\_\_\_ % \$ \_\_\_\_\_
  - e. Contractor recommended changes: \_\_\_\_\_ % \$ \_\_\_\_\_
  - f. Other: \_\_\_\_\_ % \$ \_\_\_\_\_



Explain other: \_\_\_\_\_

15. How many RFIs did your company submit with respect to the plans and specifications for the project? 0

16. What was the primary reasons for the RFIs: n/a

17. What year did the project start construction? 2017

18. What year did the project complete construction? 2018

19. Project Timeframe for completion (number of calendar days):

a. 365 days Project timeframe for subcontract work at start of the project based on the baseline Project Schedule

b. \_\_\_\_\_ Formally adjusted completion timeframe for subcontract work based on change orders (if none state N/A)

c. \_\_\_\_\_ Timeframe for subcontract work not covered under approved change orders (if none state N/A)

d. 11 month Actual time between issuance of Notice to Proceed and date of completion of the Subcontract work.

e. 0 Actual time between date for completion of the Subcontract work and actual completion of the Subcontract work

f. 0 Total number of days between original contract timeframe for completion of the Subcontract work and actual completion of the Subcontract work

20. If completion did not occur within the contract time established for the subcontract work or within the formally adjusted time (as identified in item 17c above, explain the reason(s) for the delay:

n/a

21. Total number of task on the punch list? 0

22. If punch list items were not completed/performed explain the reason(s):

n/a

23. Name of the subcontractors Qualifier:

Jorge Lorenzo

24. Name of the subcontractors Construction manager :

Tony Garcia

25. Total amount of the work self-performed: 90 % \$ \_\_\_\_\_

26. Were sub-tier contractor used? Yes: X No: \_\_\_\_\_

a. If yes, specify the trade & tier, percentage, and value (add additional pages if necessary)

striping 10 % \$ \_\_\_\_\_  
\_\_\_\_\_ % \$ \_\_\_\_\_



\_\_\_\_\_ % \$ \_\_\_\_\_  
\_\_\_\_\_ % \$ \_\_\_\_\_

27. Did subcontractor or its sub-tier contractors file any Claims\* or Dispute filed on the project? \_\_\_\_\_

yes \_\_\_\_\_ ☒ \_\_\_\_\_ no

\*A Claim means a demand or assertion by your firm seeking as matter of right, adjustment or interpretation of contract terms, compensation, extension of time or other relief with respect to the terms of the contract or other disputes between the owner and your firm.

28. If a Claim(s) was filed on the project, provide the following details for each Claim\*:

- a. Dollar amount for Initial Claim: n/a
- b. Source of Claim: (e.g. contractor, subcontractor, supplier, etc.) \_\_\_\_\_
- c. Method of resolution (e.g. negotiation, mediation, arbitration, litigation): \_\_\_\_\_
- d. Final amount of Claim settlement: \_\_\_\_\_

29. If a formal Dispute(s) was filed on the project by the subcontractor or its sub-tier contractors, provide the following details for each Dispute. Identify the reason for the Dispute and the resolution (use additional pages if necessary):

n/a

30. Did your company fail/refuse to perform or complete any of work it was obligated to complete?

\_\_\_\_\_ yes \_\_\_\_\_ ☒ \_\_\_\_\_ no

If yes, explain what work was not performed/completed and reasons why:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

31. Was your company required to perform any work under a directive to proceed pending the resolution of an interpretation of the contract or dispute?

\_\_\_\_\_ yes \_\_\_\_\_ ☒ \_\_\_\_\_ no

32. Identify up to four (4) constructability issues encountered by your company on the project and briefly describe how your company resolve each issue:

n/a

33. Did your company perform any value engineering or other cost savings measures, which improved the quality of the project or saved cost? If yes, provide details and any cost savings.

n/a

Project Owner's Name: MD County Public Works Dep

Is the Project Owner a public entity? ☒ yes ☐ no

Contact Name for Project Owner: 20160345

Contact Name's Title: Roadway Resurfacing Contract

Project Owner's Address: 111 NW 1st

Project Owner's City, State, and Zip Code: Miami, FL 33128

Contact Name's Telephone Number: 305-375-5214

Contact Name's Email Address: armando.aragon@miamidade.gov

Architect/Engineer of Record: MDPWD

Architect/Engineer of Record Contact Name: MDPWD

Architect/Engineer of Record Contact Name's Telephone No. MDPWD

Architect/Engineer of Record Contact Name Email Address: MDPWD

### Project Data Sheet

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

1. Name of Subcontractor: H & J Asphalt, Inc
2. Project Name: Roadway Resurfacing Contract
3. Project Location: Various Locations
4. Project Title: Roadway Resurfacing Contract
5. Project Number, if applicable: 20160019
6. Type of Construction: resurfacing  
(i.e.: New, Renovation, Addition, Repair, Sidewalk/Curb/Gutter, Roadway reconstruction, Roadway resurfacing, Drainage, etc. Use all that apply.)
7. Size: (i.e.: Capacity, Tonnage, linear feet, square feet, etc.): \_\_\_\_\_
8. Scope of Work: milling & resurfacing  
\_\_\_\_\_  
\_\_\_\_\_
9. Business name that was the Prime Contractor for this project: H & J Asphalt, Inc
10. How is this project similar to the Town's project? very similar  
\_\_\_\_\_  
\_\_\_\_\_
11. Cost of the work performed by the Subcontractor at time of bid: \$ 1,727,900.00
12. Cost of work performed by the Subcontractor at completion: \$ 1,695,687.00
13. LEED Certification
  - a. Was this a LEED Certified Project: Yes \_\_\_\_\_ No X
  - b. Minimum LEED Certification required: \_\_\_\_\_
  - c. LEED Certification obtained: \_\_\_\_\_
14. Describe the sources and/or causes of the above differences in costs with reference to the following categories as determined by written change order, the public entity or the Architect/Engineer of Record (whichever had final authority):
  - a. Errors or omissions: \_\_\_\_\_ % \$ \_\_\_\_\_
  - b. Unforeseen/Hidden conditions: \_\_\_\_\_ % \$ \_\_\_\_\_
  - c. Owner generated changes: 100 % \$ 32,213.00
  - d. Regulatory agency changes: \_\_\_\_\_ % \$ \_\_\_\_\_
  - e. Contractor recommended changes: \_\_\_\_\_ % \$ \_\_\_\_\_
  - f. Other: \_\_\_\_\_ % \$ \_\_\_\_\_

\_\_\_\_\_ % \$ \_\_\_\_\_  
\_\_\_\_\_ % \$ \_\_\_\_\_

27. Did subcontractor or its sub-tier contractors file any Claims\* or Dispute filed on the project? \_\_\_\_\_

yes ☒ no

\*A Claim means a demand or assertion by your firm seeking as matter of right, adjustment or interpretation of contract terms, compensation, extension of time or other relief with respect to the terms of the contract or other disputes between the owner and your firm.

28. If a Claim(s) was filed on the project, provide the following details for each Claim\*:

- a. Dollar amount for Initial Claim: n/a
- b. Source of Claim: (e.g. contractor, subcontractor, supplier, etc.) \_\_\_\_\_
- c. Method of resolution (e.g. negotiation, mediation, arbitration, litigation): \_\_\_\_\_
- d. Final amount of Claim settlement: \_\_\_\_\_

29. If a formal Dispute(s) was filed on the project by the subcontractor or its sub-tier contractors, provide the following details for each Dispute. Identify the reason for the Dispute and the resolution (use additional pages if necessary):

n/a

30. Did your company fail/refuse to perform or complete any of work it was obligated to complete?

\_\_\_\_\_ yes ☒ no

If yes, explain what work was not performed/completed and reasons why:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

31. Was your company required to perform any work under a directive to proceed pending the resolution of an interpretation of the contract or dispute?

\_\_\_\_\_ yes ☒ no

32. Identify up to four (4) constructability issues encountered by your company on the project and briefly describe how your company resolve each issue:

n/a

33. Did your company perform any value engineering or other cost savings measures, which improved the quality of the project or saved cost? If yes, provide details and any cost savings.

n/a

Project Owner's Name: MD County Public Works Dep

Is the Project Owner a public entity? ☒ yes ☐ no

Contact Name for Project Owner: 20160019

Contact Name's Title: Roadway Resurfacing Contract

Project Owner's Address: 111 NW 1st

Project Owner's City, State, and Zip Code: Miami, FL 33128

Contact Name's Telephone Number: 305-375-5214

Contact Name's Email Address: armando.aragon@miamidade.gov

Architect/Engineer of Record: MDPWD

Architect/Engineer of Record Contact Name: MDPWD

Architect/Engineer of Record Contact Name's Telephone No. MDPWD

Architect/Engineer of Record Contact Name Email Address: MDPWD



**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: Ricardo Gonzalez

Title: President

BEFORE ME, the undersigned authority, personally appeared Ricardo Glez 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 RG Underground Eng. Inc executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 12 day of March, 2019.

My Commission Expires:

R. Gonzalez  
\_\_\_\_\_  
Notary Public State of Florida at Large





**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 Ricardo Gonzalez / President

[print individual's name and title]

for RG Underground Engineering, Inc

[print name of entity submitting sworn statement]

whose business address is

14375 SW 120 St # 104 Miami, FL 33186

and (if applicable) its Federal Employer Identification Number (FEIN) is 26-4747215

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

signing this sworn statement: n/a)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand than an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime.

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who

has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO**

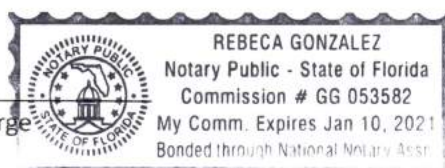
**UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

BEFORE ME, the undersigned authority, personally appeared Ricardo Glez 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 RG Underground Eng. Inc executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 12 day of March, 2019.

My Commission Expires:

Rebecca Gonzalez  
Notary Public State of Florida at Large





**NON-COLLUSIVE AFFIDAVIT**

State of Fl }  
County of Dade } SS:  
Ricardo Gonzalez

being first duly sworn, deposes and says that:

- a) He/she is the President, (Owner, Partner, Officer, Representative or Agent) of RG Underground Engineering, 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:

Ricardo Gonzalez

(Printed Name)

President

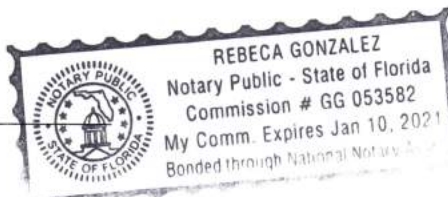
(Title)

BEFORE ME, the undersigned authority, personally appeared Ricardo Glez 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 RG Underground Eng. Inc executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 12 day of March, 2019.

My Commission Expires:

Notary Public State of Florida at Large



**CONFLICT OF INTEREST AFFIDAVIT**

State of FL }  
County of DADE } SS:  
}

Ricardo Gonzalez being first duly sworn, deposes and says that he/she is the (Owner, Partner, Officer, Representative or Agent) of RG Underground Eng. , Inc, the Proposer that has submitted the attached Proposal and certifies the following;

Proposer certifies by submitting its Proposal that no elected official, committee member, or employee of the Town has a financial interest directly or indirectly in this Proposal or any compensation to be paid under or through the award of a contract, and that no Town employee, nor any elected or appointed official (including Town committee members) of the Town, nor any spouse, parent or child of such employee or elected or appointed official of the Town, may be a partner, officer, director or employee of Proposer, and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any contract award containing an exception to these restrictions must be expressly approved by the Town Council. Further, Proposer recognizes that with respect to this solicitation, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the Town, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Town, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the Proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to the Town. The terms "Proposer" as used herein, includes any person or entity making a bid or proposal to the Town to provide goods or services.

Proposer further certifies that the price or prices quoted in the Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

Witness

By:

Ricardo Gonzalez

(Printed Name)

President

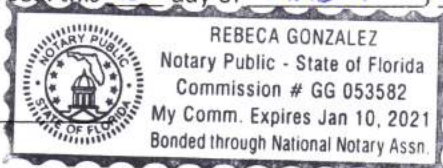
(Title)

BEFORE ME, the undersigned authority, personally appeared Ricardo Glez 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 RG Underg. Eng. Inc executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 12 day of MARCH, 2019.

My Commission Expires:

D. Gonzalez  
Notary Public State of Florida at Large



Form COI



## PUBLIC RELATIONS AFFIDAVIT

Bidder's Name: RG Underground Eng. Inc Solicitation No.: 2019-19

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.

N/A

Last name	First name	Relationship
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- b) Any family relationships with any employee or elected representative of the Town.

N/A

Last name	First name	Relationship
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Authorized Signature

3.12.2019

Date:

Ricardo Gonzalez

President

Print Name

Title:



### COMPLIANCE WITH PUBLIC RECORDS LAW

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

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their submittal/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the Town in a separate envelope marked "EXEMPT FROM PUBLIC RECORDS LAW". Failure to identify protected material via a separately marked envelopment will cause the Town to release this information in accordance with the Public Records Law despite any markings on individual pages of your submittal/proposal.


- (a) CONTRACTOR acknowledges TOWN'S obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that TOWN is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.
- (b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
  - 1. Keep and maintain public records that ordinarily and necessarily would be required by TOWN in order to perform the services required under this Agreement;
  - 2. Provide the public with access to public records on the same terms and conditions that TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
  - 4. Meet all requirements for retaining public records and transfer, at no cost to the TOWN, all public records in possession of CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to TOWN in a format that is compatible with the information technology system of TOWN.
- (c) Failure to comply with this Section shall be deemed a material breach of this Contract for which TOWN may terminate this Agreement immediately upon written notice to CONTRACTOR.

By submitting a response to this solicitation, the company agrees to defend the Town in the event we are forced to litigate the public records status of the company's documents.

Company Name: RG Underground Engineering, Inc

Authorized representative (print): Ricardo Gonzalez

Authorized representative (signature):



Date: 3.12.2019



POLITICAL ACTIVITY AFFIDAVIT

State of FL }  
County of Dade } SS:

Ricardo Gonzalez being first duly sworn, deposes and says that he/she is the  
(Owner, Partner, Officer, Representative or Agent) of President, the  
Proposer(s) that has submitted the attached Proposal and certifies the following;

Proposer(s) certifies by submitting its Proposal that if selected to provide Lobbying Services on behalf of the Town of Miami Lakes ("Town") that the owner, employees or any representatives of the Proposer **will not** participate or be involved in any political activities related to the election of any individual running for a political office in the or advocate or express their personal opinions on any issues affecting the Town. The limitation on involvement in political activities in the Town includes but is not limited to:

- Campaigning on behalf of or against any candidate or slate of candidates seeking, or currently holding an elected office in the Town
- Expressing opinions, written or oral, about, in support of, or against any candidate, or slate of candidates seeking, or currently holding an elected office in the Town.
- Advocate or expound any personal opinions in favor of or against any issues affecting the Town.
- Contribute money, directly or indirectly, to any candidates or slate of candidates seeking, or currently holding an elected office in the Town.
- Seek, offer, or request political contributions for any candidate or slate of candidates seeking or currently holding an elected office in the Town.
- Provide any direct, indirect, or in-kind goods or services to any candidate seeking or currently holding an elected office in Town. This includes any political action committees, independent groups or individuals supporting, or against any candidate or slate of candidates current an elected office holder.
- Organize, attend or participate in political fundraising functions, or other similar activities for any candidate or slate of candidates seeking or currently holding an elected office in the Town.
- May not directly or indirectly promote or seek donations or funding for any candidate or slate of candidates seeking or currently holding an elected office in the Town.
- Organize, participate in, or attend political rallies, or meetings related to any candidate or slate of candidates seeking or currently holding an elected office in the Town.
- Use their authority or influence to participate or interfere with an election in the Town.
- Distribute campaign material on behalf of any candidates or slate of

candidates for an elected office in the Town.

- Circulate nominating or recall petitions for any candidate seeking

or currently holding an elected office in the Town.

- Advocate to have any individual appointed to or removed from any Town Committee

Further, Proposer(s) recognizes that with respect to this solicitation, if any Proposer(s) violates or is a party to a violation of any of the requirements of this Affidavit that its contract with the Town may be terminated for default and that the Proposer(s) may be further disqualified from submitting any future bids or proposals for services to the Town. The terms "Proposer" as used herein, include any person or entity making a Proposal herein to the Town to provide services to Town.

Where the Proposer is comprised of a Team as defined in the RFP the Affidavit must be submitted for each company comprising the Team.

Signed, sealed and delivered in the presence of:

Witness

Witness

By:

Ricardo Gonzalez

(Printed Name)

President

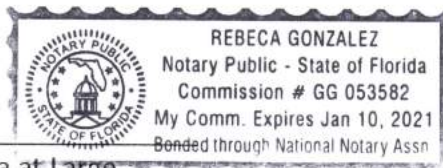
(Title)

BEFORE ME, the undersigned authority, personally appeared Ricardo Glez 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 RG Underground Eng. Inc executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 12 day of march, 2019.

My Commission Expires:

Notary Public State of Florida at Large



## DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

**RG Underg. Eng. Inc**

**3.12.2019**

Company Name:

Date

Authorized Signature:

**Ricardo Gonzalez/Pte**

Printed Name and Title



**CERTIFICATE OF AUTHORITY  
(IF CORPORATION)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of RG Underground Eq. INC, a corporation organized and existing under the laws of the State of FL, held on the 8 day of MARCH, 2019, a resolution was duly passed and adopted authorizing (Name) Ricardo Gonzalez 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 8, day of March, 2019.

Secretary: 

Print: Ricardo Gonzalez

**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)

COUNTY OF DADE ) SS:

The foregoing instrument was acknowledged before me this 12 day of  
March 2019, by Ricardo Gonzalez, 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

Rebeca Gonzalez

PRINTED, STAMPED OR TYPED  
NAME OF NOTARY PUBLIC







**ADDENDUM ACKNOWLEDGEMENT FORM**

**Solicitation No.:** 2019-19

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

Addendum No. <u>1</u> ,	Dated <u>2.21.19</u>
Addendum No. <u>2</u> ,	Dated <u>3.1.19</u>
Addendum No. <u>3</u> ,	Dated <u>3.6.19</u>
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____

☐ No Addendum issued for this Solicitation

Firm's Name: RG Underground Engineering, Inc

Authorized Representative's Name: Ricardo Gonzalez

Title: President

Authorized Signature: 



## **RFP 2019-19**

### **Royal Oaks Drainage and Roadway Improvements Phase I**

#### **Addendum #1**

**Due Date: 4:00 PM, March 13, 2019**

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 C9, Subcontractors, is hereby amended as follows:  
"If Proposer intends on utilizing a subcontractor~~(s)~~ for more than fifteen percent (15%) of the work, said subcontractor must meet the following minimum requirements:"

#### **Questions and Answers:**

1. What is the contract duration for this project?  
**Response:** Substantial completion of the work shall be obtained within two hundred (200) days of the Notice to Proceed being issued by the Town. Final Completion must be obtained within thirty (30) days after obtaining Substantial Completion. See Section 2.04 of the Contract for exact language.
2. What is the estimated value of this project?  
**Response:** The estimated project value is approximately \$1,060,000.
3. Will the Town consider allowing a new firm, established with key personnel from prior firms that would have met the minimum experience requirements, to qualify itself using the experience gained with those prior firms?  
**Response:** No. The Town will only consider new companies when said company has undergone a name change that has been filed with the State of Florida or where the company has been merged with a larger firm.
4. What staging sites will the Town be providing for this project?  
**Response:** Contractor will be allowed to stage materials and equipment within the public right of way as long as no driveways, travel lanes, and sidewalks are blocked. In addition, the Town has park land available in Area 2 that may be used for staging purposes. Contractor will be responsible for restoring any staging area to original condition or better.



Acknowledgement:

Ricardo Gonzalez  
Name of Signatory  
President  
Title  
5.21.19  
Date

[Signature]  
Signature  
REG Underground Eng LLC  
Name of Bidder



**RFP 2019-19**

**Royal Oaks Drainage and Roadway Improvements Phase I**

**Addendum #2**

**Due Date: 4:00 PM, March 13, 2019**

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

**Questions and Answers:**

1. Will the Town consider adding a separate bid item for limerock and asphalt for pavement restoration over HDPE pipe and exfiltration trenches?

**Response:** No. Those costs should be built into items No. 1.02 and 2.02. See item descriptions.

2. Will the Town provide Technical Specifications for this project?

**Response:** See General Notes note #7 on sheet C1.

3. Will the Town provide Measurement and Payment Specifications for this project.

**Response:** Measurement and Payment Specifications are per the project Standard and Specifications. See General Notes note #7 on sheet C1.

**Acknowledgement:**

Ricardo Gonzalez

Name of Signatory

President

Title

3.1.2019.

Date

[Signature]

Signature

REG Underground Eng. LLC.

Name of Bidder



**RFP 2019-19**

**Royal Oaks Drainage and Roadway Improvements Phase I**

**Addendum #3**

**Due Date: 4:00 PM, March 13, 2019**

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

**Clarifications:**

1. This addendum is issued, in part, to provide a sample project sign, attached hereto and provided as a separate attachment.
2. 2019-19 Royal Oaks Drainage and Roadway Improvements Bid Form is hereby revoked and replaced with 2019-19 Royal Oaks Drainage and Roadway Improvements Bid Form (Revision 1) provided as a separate attachment. Proposers must include the new bid form with their proposal to be considered responsive.

**Questions and Answers:**

1. The bid form for the Royal Oaks Drainage and Roadway Improvement states there are 208.00 LF of 15" diameter Pipe HDPE and 20 EA Asphalt Apron in Area 1, however, the plans show there are 204.00 LF of 15" Pipe HDPE and 7 EA Asphalt Apron. Which amount is correct?

**Response:** See Clarification number 2 above.

2. Will the Town confirm the location of bid item 1.06 in the plans?

**Response:** See Clarification number 2 above.

3. Will the Town confirm the quantity of bid item 2.06 in Area 2?

**Response:** See Section 1.07-2 of the Contract. Also see Clarification number 2 above.

4. Does this project require a bid bond?

**Response:** No. There is no bid bond requirement for this project.

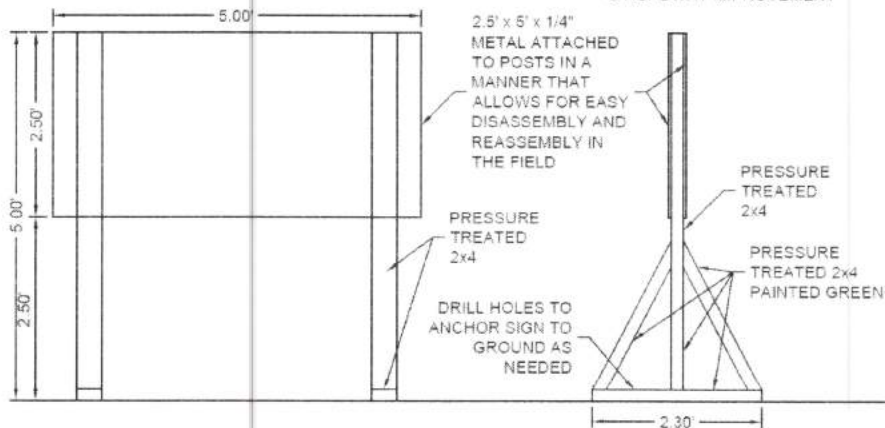
**Acknowledgement:**

Ricardo Gonzalez  
Name of Signatory  
President  
Title  
3.6.19  
Date

[Signature]  
Signature  
RG Underground Eng LLC  
Name of Bidder



TOWN OF MIAMI LAKES  
LAKE SARAH & ADELE STORMWATER  
& ROADWAY IMPROVEMENT

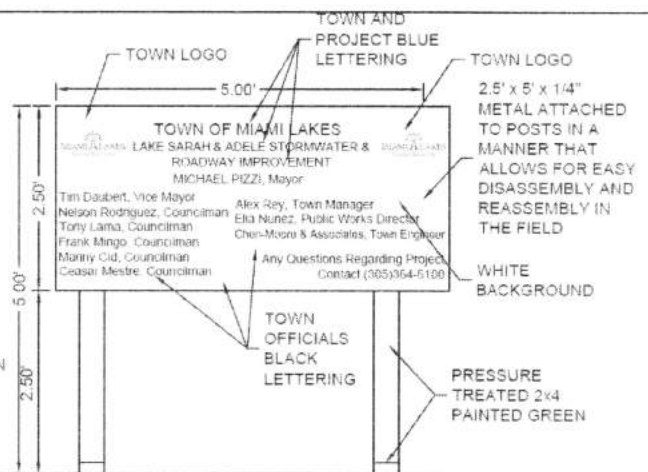


CROSS-SECTION

SIDE OF SIGN

PROJECT CONSTRUCTION SIGN

N.T.S.



FRONT OF SIGN





## Town of Miami Lakes Memorandum

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**To:** Honorable Mayor and Town Councilmembers  
**From:** Edward Pidermann, Town Manager  
**Subject:** Request for Authorization to Owner-Direct Purchase selected materials and supplies for NW 67 Avenue Widening Project  
**Date:** 5/14/2019

---

### Recommendation:

It is recommended that the Town Council authorize the Town Manager to approve the Owner Direct Purchase of materials and supplies from specific vendors to be used in the N.W. 67<sup>th</sup> Avenue Widening Project by Southeastern Engineering Contractors, Inc., resulting in a cost savings of \$7,340.22.

### Background:

During the January 15, 2019 Town of Miami Lakes Council Meeting, the Town awarded Contract 2018-31 to Southeastern Engineering Contractors, Inc., for construction relating to the N.W. 67<sup>th</sup> Avenue Widening Project. In an effort to reduce costs, Town Staff engaged Southeastern Engineering Contractors, Inc. in discussions regarding possible savings in the purchase of constructions materials. Specifically, through due diligence, Procurement discovered that Pursuant to Florida Statutes § 212.08(6), as described in Chapter 12A-1.094 of the Florida Administrative Code and titled the Florida Owner-Direct Purchase Program, the Town of Miami Lakes may purchase tax-free supplies used in the contract project. Currently, Florida levies a sales tax of 6% over the price of goods.

In order to use this purchase mechanism, the Town will make payments direct to the vendor utilizing the following procedures. Namely, the Town will issue a Direct Purchase Order to the vendor supplying the contractor's materials, a Direct Invoice from vendor supplying the materials will be issued to the Town, Direct Payment will be made from the Town to the vendor using public funds, and issuance of a Certificate of Entitlement by the Town to each vendor affirming that all materials purchased will go into or become a part of a public work.

The bid form submitted by Southeastern Engineering Contractors, Inc. for this project included a column reflecting the savings amount if Town procured material for the following items:

Description	Price	Savings if Town Procures (6%)
Superpave Asphaltic Concrete – Traffic C	\$8781.50	\$526.89
Asph Conc FC, TRAF C, FC-9.5, PG76-22	\$62857.50	\$3771.45

<b>Steel Mast Arm Assembly, Furnish and Install, Single Arm 40'</b>	<b>\$16092</b>	<b>\$965.52</b>
<b>Traffic Control Assembly, F &amp; 1, 170 (M- 660x)</b>	<b>\$34606</b>	<b>\$2076.36</b>
<b>TOTAL</b>	<b>\$122,337</b>	<b>\$7340.22</b>

In order to capture these savings, the Town will execute a Deductive Change Order to reflect the above-referenced changes to Contract.

Moving forward, the Town will incorporate these cost saving mechanisms into our bidding process in order to maximize our purchase power and continue to investigate the possibility of other cost saving mechanisms.

#### **ATTACHMENTS:**

Description

Resolution

Contractor Letter - Owner Direct Purchase

**RESOLUTION NO. 19-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AUTHORIZING AN AMENDMENT TO CONTRACT 2018 – 31 SOUTHEASTERN ENGINEERING CONTRACTORS, INC., IN ORDER TO ALLOW OWNER DIRECT PURCHASE OF MATERIALS AND SUPPLIES; 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**, during the January 15, 2019 Town of Miami Lakes (the “Town”) Council Meeting, the Town awarded Contract 2018-31 to Southeastern Engineering Contractors, Inc., for construction relating to the N.W. 67<sup>th</sup> Avenue Widening Project; and

**WHEREAS**, Florida Statute §212.08(6) allows municipalities to take advantage of their tax free status, and purchase supplies and materials directly related to public projects; and

**WHEREAS**, through negotiations, Southeastern Engineering Contractors, Inc., has agreed to allow the Town to purchase the supplies and materials associated with the project in order to capture cost savings; and

**WHEREAS**, approval of the modification to Contract 2018-31 will result in a net-savings to the Town in the amount of six thousand seven hundred ninety-five and 45/100 (\$6,795.45); and

**WHEREAS**, the Town Manager believes it is in the Town’s best interest to authorize the modification to Contract 2018-31, in order to allow the Town to purchase the materials and supplies associated with this project and capture cost savings; and

**WHEREAS**, the Town Council agrees with the Town Manager's recommendation, and approves the modification to Contract 2018-31, in order to capture cost savings.

**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 Modification to Owner Direct Purchase.**     The Town Council hereby approves modification to Contract 2018-31 in order to allow for Owner Direct Purchase as described in Exhibit "A."

**Section 3.**     **Authorization of Town Officials.**     The Town Manager, his designee and the Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the modification, in order to allow for Owner Direct Purchase as described in Exhibit "A."

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

**Section 5.**     **Authorization to Execute Modification.**     The Town Manager is authorized to execute any agreement or document necessary to effectuate the modification to Contract 2018-31 in order to utilize Owner Direct Purchase option.

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

**THIS SPACE INTENTIONALLY LEFT BLANK**

Passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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 Nelson Rodriguez	_____
Councilmember Carlos Alvarez	_____
Councilmember Jeffrey Rodriguez	_____
Councilmember Joshua Dieguez	_____
Councilmember Luis Collazo	_____
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**





May 7<sup>th</sup>, 2019

Town of Miami Lakes  
Public Works Department  
6601 Main Street,  
Miami Lakes FL, 33014

Attn: Omar Santos  
Public Works Engineer

**Re:    *Town of Miami Lakes, NW 67<sup>th</sup> Avenue Intersection Improvements***  
***City Project No. 2018-31***  
***Project Direct Purchase Order***

Mr. Santos:

Please find as follows the list of items with their respective cost as well as the taxes associated with the material and services provided. If purchased under the tax saving program it would represent a total savings to the city of \$7,340.22.

Description	Price	Savings Tax (6%)
Superpave Asphaltic Concrete – Traffic C	\$8,781.50	\$526.89
Asph Conc FC, TRAF C, FC-9.5, PG76-22	\$62,857.50	\$3,771.45
Steel Mast Arm Assembly, Furnish and Install, Single Arm 40'	\$16,092.00	\$965.52
Traffic Control Assembly, F & 1, 170 (M-660x)	\$34,606.00	\$2,076.36
TOTAL	\$122,337.00	\$7,340.22

If any doubt emerges please do not hesitate to get in contact with Southeastern Engineering Contractors.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Eduardo Dominguez', with a long, sweeping horizontal stroke at the end.

Eduardo Dominguez  
Vice-President



# QUOTATION

Bid Date: 09/17/2018

Project #: Town of Miami Lakes

Location: NW 67<sup>th</sup> Avenue & SR 826 - Miami-Dade County

Bid To: Signal Contractors

Contact: Estimating Department

Item #	Description	Quantity	Unit Price	
650-1-14	3S1W 12" All LED	7	\$ 270.00	1890
	Astrobrackets	6	\$ 145.00	870
	Side of Pole Brackets	1	\$ 86.00	86
	Backplates, Reflective	7	\$ 45.00	315
650-1-18	5S1W 12" All LED	2	\$ 470.00	940
	Astrobrackets	2	\$ 155.00	310
	Backplates, Reflective	2	\$ 65.00	130
653-1-11	1W 16" Countdown Ped Signals	4	\$ 210.00	840
	Side of Pole or Post Top Hdwr	4	\$ 82.00	328
653-1-12	2W 16" Countdown Ped Signals	1	\$ 420.00	420
	Side of Pole or Post Top Hdwr	1	\$ 125.00	125
660-4-11	FLIR Video Detection, Cabinet Eqpt	3	\$ 2,500.00	7500
660-4-12	Broadsight Cameras with Enclosure	3	\$ 995.00	2985
665-1-11	Pedestrian Pushbutton	6	\$ 59.00	354
	Pedestrian Sign	6	\$ 20.00	120
670-5-120	MD660X/D170 Cabinet Assembly	1	\$16,498.00	
	Digi Cellular Modem with Antennas	1	\$ 895.00	

\$ 34,606

## Notes:

1. Quantities are estimates. Final quantities are the Contractors responsibility.
2. Price does not include applicable sales tax.
3. Price effective for 120 days from bid date.
4. All quotes are governed by Control Technologies Standard Terms and Conditions.

Terms: Net 30

Freight: FOB Jobsite Prepaid.

Delivery: 60 to 90 Days after submittal approval and/or written release.

Price effective only for the subject project.

Under Power Corp.  
7900 NW 60 Street

## Purchase Order

DATE	P.O. NO.
4/12/2019	M1967-1547

Vendor
Torres Electrical Supply Co., Inc. P.O. Box 1908 Stuart, FL 34995

SHIP TO
Under Power Corp. 7900 NW 60 Street

DESCRIPTION	QTY	U/M	RATE	AMOUNT
STEPHEN LEWIS [PROJECT M1967]				
647-11-28 DS-10 TYPE 1 GALVANIZED ONLY	1		4,577.00	4,577.00
647-11-40 DS-16 TYPE 1 GALVANIZED ONLY	1		5,648.00	5,648.00
647-11-44 DS-18 TYPE 1 GALVANIZED ONLY	1		5,867.00	5,867.00
			<b>Total</b>	\$16,092.00

Phone #	Fax #
(305) 468-9900	305-468-9955

# PROPOSAL

CTL5872

## **Arrow Asphalt & Engineering, Inc.**

3051 N.W. 129 Street      Opa Locka, FL 33054  
(305) 688-8686 Voice      (305) 688-8484 Fax

### **PROPOSAL SUBMITTED TO:**

**Date: Tuesday, May 7, 2019**

#### Client Information

Jose Perello  
Southeastern Engineering Contractors  
12054 N.W. 98th Ave.  
Hialeah Gardens, FL 33018  
(305) 557-4226 Email: BID@SECONTRS.BIZ

#### Job Site Information

ITB 2018-31 NW 67 Ave Widening  
Miami Lakes, FL

### ***We hereby submit specifications and estimates to perform work at the above job site:***

1. Mill 1" existing asphalt. Load and dispose of debris. Approx. 7,005.5 SY.....\$22,766.41
2. Install SP 9.5 level C asphalt. 67.55 tons.....\$8,781.50
3. Install FC 9.5 Level C with PG 76-22. 419.05 tons.....\$62,857.50

#### **Sales tax savings:**

Item 334-1-13 \$500 (Qty 67.55 Ton)  
Item 337-7-82 \$2800 (Qty 419.05 Ton)

Total Sales Tax Savings.....<\$3,300.00>

**Total:    \$91,054.10**

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We hereby propose to furnish labor and materials -- complete in accordance with the above specifications, for the sum of:

Ninety One Thousand Fifty Four and 10/100 (\$91,054.10 ) with progress payments.

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## **ACCEPTANCE OF PROPOSAL**

The above prices, specifications and conditions are hereby accepted. We have reviewed the important Disclosures and have provided any special billing instructions on the reverse side. You are authorized to do the work as specified. Payment will be made as outlined above.

ACCEPTED:

AUTHORIZED SIGNATURE:

Signature: \_\_\_\_\_

\_\_\_\_\_  
Arrow Asphalt & Engineering, Inc

Date: \_\_\_\_\_

Southeastern Engineering Town Of Miami Lakes Widening SO CTL5872

# IMPORTANT DISCLOSURES AND DESIGNATION OF SPECIAL BILLING INSTRUCTIONS

## Disclosures:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Any restitution for a lien will be at client's cost. This proposal subject to acceptance within thirty (30) days and is void thereafter.

According to Florida's Construction Lien Law (Sections 713.001 - 713.37, Florida Statutes), those who work on your property or provide materials and are not paid in full have a right to claim for payment against your property. This claim is known as a construction lien. If your contractor or a subcontractor fails to pay sub contractors, sub-sub contractors, or materials suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, even if you have paid your contractor in full. If you fail to pay your contractor, your contractor may also have a lien on your property. This means if a lien is filed your property could be sold against your will to pay for labor, materials, or other services that your contractor or a subcontractor may have failed to pay. Florida's construction lien law is complex and it is recommended that whenever a specific problem arises, you contact an attorney.

## Permit Fees and Processing Costs:

Arrow Asphalt & Engineering, Inc. uses a professional and experienced firm to procure the required permits for work to be performed. The costs and fees associated with this service as well as any permit fees and costs are **in addition to** the amount listed on this proposal.

## Special Billing Instructions:

Please fill out the information below:

## Specify Billing Information:

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

Purchase Order: \_\_\_\_\_

Provide email for eBilling: \_\_\_\_\_

Please note any particular forms, documents, and/or procedures required prior to release of payment:

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## **Town of Miami Lakes Memorandum**

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**To:** Honorable Mayor and Councilmembers  
**From:** Honorable Vice Mayor Nelson Rodriguez  
**Subject:** Change to Guiding Principles #11  
**Date:** 5/14/2019

---

### **Recommendation:**

During our Strategic Plan workshop review, I noticed that some of our Guiding Principles needed updating. I'll start with #11.

Currently, the Principles states that 'Recreational programs should be aimed at "all ages". I respectfully request that we as a Council update Principle #11 to include "and all abilities and limitations" so as to read: "Recreational programs should be aimed at "all ages, abilities, and limitations".

Fiscal Impact: Minimal

### **ATTACHMENTS:**

Description

**Guiding Principles**





## TOWN OF MIAMI LAKES GUIDING PRINCIPLES

1. Public safety is the primary role of this government.
2. All decision will be driven towards enhancing the quality of life for our residents and enhancing the customer experience while ensuring safety and fairness.
3. We will be open and transparent and solicit as much input as possible from our stakeholders.
4. Communicate, communicate and when in doubt, communicate again.
5. Recognize that our employees are our greatest assets and we will invest in our employees.
6. Pursue innovation and maximize the use of existing machinery, equipment, and technology to enhance services at lowest possible cost.
7. Do not provide services being offered by the private sector and aim at recovering close to 100% of cost for all optional services, except for current program already provided.
8. Pursue energy efficiency and self-sufficiency.
9. Evaluate capital projects for financing versus "pay as you go" on a case by case basis.
10. Always assess new functional responsibilities and determine whether the service can be best provided by the private sector. Private sector cost must not exceed in-house cost by more than 20%.
11. Recreational programs should be aimed at "all ages".
12. Maintain open communications and good working relations with all other levels of government and neighboring municipalities. Pursue cooperation and working agreement whenever possible.
13. Maintain our capital assets in good condition prior to building new ones.
14. Each idea should be about the future. Every single idea should make Miami Lakes a better place to live and work -not just for us here today, but for future generations.



## **Town of Miami Lakes Memorandum**

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**To:** Honorable Mayor and Councilmembers  
**From:** Honorable Councilmember Marilyn Ruano  
**Subject:** Standardizing meeting times  
**Date:** 5/14/2019

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### **Recommendation:**

In an attempt to make meetings and workshops more predictable for Council Members and more accessible to all residents, I would like to discuss with my colleagues the possibility of standardizing meeting times.

Meetings would be held at 6:30 P.M. or later. This, of course, would not apply to Special Call meetings or emergency situations.

Fiscal Impact: Minimal  
Guiding Principle: 3, 4  
Objectives: 5.1, 5.2, 5.3



## **Town of Miami Lakes Memorandum**

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**To:** Honorable Mayor and Councilmembers  
**From:** Honorable Councilmember Carlos Alvarez  
**Subject:** Safety Signals in Pedestrian Crosswalks  
**Date:** 5/14/2019

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### **Recommendation:**

I would like to propose for our Mayor and Council Members to consider supporting the placement of Safety Signals in Pedestrian Crosswalks on Montrose Road. Since many of our residents walk, jog or ride bike to the park, it would be ideal for drivers on that road to be alerted, from a safety perspective, when a resident/pedestrian will be crossing the street.

Also, we should consider venturing into incorporating these Safety Signals in other Pedestrian Crosswalks. We could start with Montrose Road and possibly continue adding in other crosswalks.

Fiscal Impact: \$20,000 approximately  
Guiding Principle: 1, 2  
Objective: 1.6



## **Town of Miami Lakes Memorandum**

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**To: Honorable Mayor and Councilmembers**  
**From: Honorable Councilmember Luis Collazo**  
**Subject: Options for Miami Lakes Optimist Park Improvements**  
**Date: 5/14/2019**

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### **Recommendation:**

Previous and current Councils have long considered improvements to Miami Lakes Optimist Park. These improvements have been brought forward over the years through many public meetings, and soliciting input from stakeholder as to which features and amenities should be considered as part of the improvements. Through this process, a design and list of features was brought forward which contemplates inverting the current field design, improves parking, and would add additional structures and amenities.

During a recent public meeting whereby we reviewed many of our strategic planning initiatives, we were provided an update on the progress of our plans for improving Miami Lakes Optimist Park, and its related cost. At this same meeting we also heard much public input with respect to paying for the future improvements utilizing short term financing strategies versus long term financing of debt for the cost associated with future improvements.

During the course of the meeting, Town staff advised the Council that preliminary estimates for the park improvement projects were greater than initially anticipated, and as currently considered, these improvements would range from \$8 - \$9 million. Previous estimates for the upgrades which had been presented to previous and current Councils, and which had been included during the solicitation of the public input, considered the cost for these improvements to range between \$4 - \$5 million.

I would like to have a discussion with my colleagues whereby we would consider improvements to the park leveraging to the extent possible, the park's current infrastructure; while still improving the conditions of the fields, the seating and dug out areas, the addition of an interconnecting trail and exercise equipment, and any other improvements which could be completed without requiring the Town to go into a long term debt.

In the past, as we considered financing and payment options for this project, the Council had been presented short term capital investment plans with different payment methodologies for paying for these improvements in lieu of long term financing. Being that the cost for these improvements have shifted significantly, I am concerned that these options are no longer feasible/ viable. I would like to explore options regarding which improvements could bring the greatest value and community benefit and could bring this project back in line with our original projections.

Apart from the immediate impact to the anticipated cost as currently projected there are many ancillary benefits to considering alternatives which keep this project within the original estimates..

**LESS PARK DOWN TIME:** In discussing the current proposal with staff it is estimated that the park would be closed for over one year as field infrastructure and lighting is inverted, if we were to contemplate a design whereby we leveraged the existing infrastructure in place, the impact to park would be dramatically reduced and would thereby not require any of the existing programming to be relocated to other parks, and possibly outside of Miami Lakes.

**IMMEDIATE REDUCTION IN LONG TERM MAINTENANCE:** If we were to leverage the existing lighting and infrastructure, the Town could retro fit the existing lighting and install more efficient LED lighting immediately which would dramatically reduce our current maintenance cost and ongoing utilities, creating an annualized savings immediately.

**ADDITIONAL AMMENITIES:** Adding an exercise trail and exercise stations should be one of the key design improvements we consider first. This improvement would transform this park into a community amenity and would encourage year round utilization. At the core of the project we should also consider improvements to the dug outs and field seat areas, as these elements have been held off for many years as we have contemplated major improvements . Staff could also provide us with any options as to which additional amenities could be considered immediately within the proposal, and which could be considered over time.

**NO LONG TERM DEBT:** If improvements to the park could be considered which maximized its current infrastructure we could immediately benefit from these improvements without forcing the Town into a position to assume long term debt. Furthermore, strategically aligning improvements over time could also create a pathway to improving the design without necessarily adding any additional debt service.

I see many benefits to considering a proposal which would maximize the current park infrastructure, considering that the initial estimates have doubled from \$4 - \$5 million, to \$8 - \$9 million. I would like to see a plan which would stay true to the original cost estimates presented to the Council and I would like to see financing options which included alternatives to long term debt financing.

Fiscal Impact: TBD/Alternative Design Costs

Guiding Principles: 2,9,11,14

Objectives: 2.4 and 3.3



## **Town of Miami Lakes Memorandum**

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**To:** Honorable Vice Mayor and Councilmembers  
**From:** Honorable Mayor Manny Cid  
**Subject:** Vox Populi Rises Part II  
**Date:** 5/14/2019

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### **Recommendation:**

Vox Populi Rises part II

At our April Council meeting, the Town Council agreed to do a pilot program on reforming the public comment portion of our meeting to better fall in line with the values of a free and open society.

Following the outcome of the pilot program, I would like to motion to remove any and all barriers to free speech in all town proceedings.

Fiscal Impact: minimal

Guiding Principles: 2,3,4,14

Objectives: 5.1, 5.2, 5.3, 6.1





## **Town of Miami Lakes Memorandum**

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**To:** Honorable Mayor and Councilmembers  
**From:** Honorable Councilmember Marilyn Ruano  
**Subject:** Capital Project required information  
**Date:** 5/14/2019

---

### **Recommendation:**

In the coming months we will be charged with making million dollar decisions on capital improvement projects, road improvements, etc. When presented with these options often times we are not presented with the entire picture. For instance we may have estimated figures based on old projections instead of current actual costs. Many times we are left with a sense of uncertainty and feel hesitant to move forward on these decisions based on the lack of information available.

I would like to propose that moving forward, no projects are presented to this council for a vote or to the residents for consideration on any kind without the following up to date figures presented along with the project:

1. Current up to date building construction costs
2. Projected maintenance costs of said project based on comparable projects/facilities in neighboring municipalities
3. Replacement costs and or sinking funds necessary as yearly expense to address replacement of fixed assets
4. Expected impact on millage rates

Fiscal Impact: Varies depending on the size of the project

Guiding Principles: 2,3,4,9,13,14

Objectives: 2.4, 5.1, 5.2, 5.3



## **Town of Miami Lakes Memorandum**

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**To:** Honorable Mayor and Councilmembers  
**From:** Honorable Councilmember Luis Collazo  
**Subject:** Black Olive Treatment  
**Date:** 5/14/2019

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### **Recommendation:**

On May 3, the Miami Herald published a story with respect to the City of Coral Gables and their approach to treating the cause of the staining produced by the Black Olive trees. In the report, the City's approach to addressing the issue eliminates the root cause by treating for the caterpillar that creates the staining. The article goes on to report an 80% - 90% reduction in the stains.

In the Town of Miami Lakes we receive numerous complaints about the stains from the Black Olive and have even seen request for removal line mature trees due to property damage caused by the stains.

I would like to have a discussion with my colleagues with regard to exploring the City of Coral Gables approach to this issue, and contemplating if it could be added as a best practice in our Town. I also believe that by sharing this information with our residents and HOA's we could mitigate the damaged caused by the Black Olive while preserving our tree canopy.

<https://www.miamiherald.com/news/local/community/miami-dade/coral-gables/article229930249.html>

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

Fiscal Impact: Minimal (for only the exploration of the idea - if we move forward with the process it'll be TBD)

Guiding Principle: 2, 6

Objective: 1.6, 2.4, 4.5



## **Town of Miami Lakes Memorandum**

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**To:** Honorable Vice Mayor and Councilmembers  
**From:** Honorable Mayor Manny Cid  
**Subject:** MLOP Porta Potties  
**Date:** 5/14/2019

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### **Recommendation:**

MLOP Porta Potties

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

As Miami Lakers have learned of the porta potty controversy at Miami Lakes Optimist, I'm proposing this new business item to once and for all eliminate the porta potties and install the proper bathrooms for the outdoor field areas at MLOP.

Currently, Royal Oaks Park and Picnic Park West have indoor bathroom facilities in the community centers and outdoors facilities for the fields. Unfortunately, our largest park only has indoor bathroom facilities at the clubhouse as we use porta potties for the permanent outdoor facilities. Many residents have called to state that this situation is "shameful" and "immoral".

Pending the agreement with the Miami Dade County Public School System, I would like to direct staff to break ground on bathroom/concession area the day after the agreement is ratified by the Town Council. This project will complete a piece of the unanimously approved plans for MLOP. The funds for the project are already in the budget in the MLOP reserves. Previously, during the construction of the clubhouse, the sewer lines were run to the area where the master plan states that the center bathroom/concessions will be placed and the water main lines were installed to support the approved future master plan park improvements.

Fiscal Impact: Design Costs have been already approved. Construction costs are currently estimated at \$500,000, for restroom/concession building.

Guiding Principle: 2, 9, 11, 14  
Objectives: 2.4

### **Background:**





## **Town of Miami Lakes Memorandum**

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**To: Honorable Mayor and Councilmembers**  
**From: Edward Pidermann, Town Manager**  
**Subject: Strategic Plan Timeline**  
**Date: 5/14/2019**

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### **Recommendation:**

In response to a request from one Councilmember to detail the timeline for the Strategic Plan subsequent to the Review that was conducted on April 22, 2019.

- Amendments to the Strategic Plan can be made by any member of the Council at any Council meeting as a New Business item.
- During the budget compilation process for Fiscal Year 2019-2020 (FY '20), the Council will have an opportunity to rank for funding prioritization capital projects contained in the Strategic Plan (this does NOT guarantee funding – funding is always subject to availability of funds)
- In FY '20 the Staff proposes to conduct a 5 year review of the Strategic Plan in a 2-day retreat type setting for the Council to go over each and every project in the Strategic Plan and decide whether projects should remain in the Plan or be removed. In addition, the Council will have the opportunity to add new projects to the Plan.
- We are looking at the 1st quarter of CY 2020 (Jan.-Mar.) to conduct this retreat.

**This report is informational**



## **Town of Miami Lakes Memorandum**

---

**To:** Honorable Mayor and Councilmembers  
**From:** Edward Pidermann, Town Manager  
**Subject:** Town Manager Monthly Police Activity Report  
**Date:** 5/14/2019

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**Recommendation:**

Please see attached report for the month of April.

**This report is informational.**

**ATTACHMENTS:**

Description

74Y YTD 4-30-2019

TML Monthly Town Council Meeting Crime Meeting





**MIAMI DADE POLICE DEPARTMENT**  
**CAS Compstat Targeted Crimes Year To Date - 74Y**  
**Date Range: Jan 01, 2019 - Apr 30, 2019**



**095 - TOWN OF MIAMI LAKES**

	2018 LYTD	2019 YTD	YTD % Change	Difference
01 Homicide	0	0	/0	0
02 Forcible Sex Offenses	1	0	-100.00%	-1
03 Robbery	3	3	0.00%	0
04 Larceny (Over)	42	35	-16.67%	-7
05 Auto Theft	30	20	-33.33%	-10
06 Burglary Commercial	3	2	-33.33%	-1
07 Burglary Residential	8	9	12.50%	1
08 Aggravated Assault	0	6	/0	6
09 Aggravated Battery	0	2	/0	2
<b>TOTAL:</b>	<b>87</b>	<b>77</b>	<b>-11.49%</b>	<b>-10</b>

/0 - Indicates that Percent Change formula cannot be divided by zero



**MIAMI DADE POLICE DEPARTMENT**  
**CAS Compstat Targeted Crimes Year To Date - 74Y**  
Report Filters



**Incident Date Range:** Jan 01, 2019 - Apr 30, 2019

**Division:**

**Agency:** 095

**Grids:**

**For Agricultural Patrol Section:** N

**Exclude UNFOUNDED cases**

**Exclude AOA's**

**Report Written = 'Y'**

**CAS Package**



# Miami Dade Police Department, Town of Miami Lakes



TML Crime Report

April 30, 2019

## **Section 1 – COMPSTAT CRIMES**

<i>Crime</i>	<b><i>Auto Theft (20 incidents as of 04/30/2019. Date of last incident 04/29/2019)</i></b>
<i>Statistical Info</i>	<b><i>30 Incidents PYTD</i></b>
<i>Trends</i>	<b><i>Vehicles stolen overnight from commercial plazas and apartment complex parking lots.</i></b>
<i>Action Taken</i>	<ul style="list-style-type: none"> <li><i>• Officers have been assigned directed patrols. They are directed to remain highly visible at the various commercial plazas, apartment and townhome complexes, and hotels in their respective areas.</i></li> <li><i>• Current auto theft information as well as BOLOs and Informational flyers are regularly shared with the TML Officers.</i></li> <li><i>• Details are being scheduled for increased police visibility.</i></li> </ul>
<i>Crime</i>	<b><i>Theft – (35 incidents as of 04/30/2019. Date of last incident 04/26/2019)</i></b>
<i>Statistical Info</i>	<b><i>42 Incidents PYTD</i></b>
<i>Trends</i>	<b><i>Retail Theft, Unattended Property</i></b>
<i>Action Taken</i>	<ul style="list-style-type: none"> <li><i>• Officers continue to be assigned Directed Patrols at all shopping plazas in their assigned areas in order to provide greater visibility in an effort to discourage retail theft.</i></li> </ul>

## **Section 2 – SIGNIFICANT ARRESTS/ INCIDENTS**

<i>Day / Date / Time</i>	<b><i>Thursday / April 04, 2019 / 9:20 pm</i></b>
<i>Location</i>	<b><i>15395 NW 82 Avenue</i></b>
<p><i>On Thursday, April 04, 2019, at approximately 9:20 pm, a TML NTU Officer conducted a traffic stop for a speeding infraction. Upon making contact with the driver, the Officer detected a strong odor of marijuana coming from within the vehicle. A subsequent investigation revealed that the driver was in possession of approximately 1.5 pounds of marijuana. The driver was arrested for the felony possession of marijuana with the intent to sell.</i></p>	



## Miami Dade Police Department, Town of Miami Lakes



### TML Crime Report

April 30, 2019

Day / Date / Time	Monday / April 22, 2019 / 11:15 pm
Location	14241 NW 83 Avenue
<p>On Monday, April 22, 2019 at approximately 11:15 pm, the City of Miami Police Department arrested a subject for grand theft auto who was in possession of a vehicle reported stolen from the Town of Miami Lakes. The subject in question was an ex-girlfriend who refused to return the victim's vehicle and sent messages to him that she would send the police to his house for reporting the car stolen. She in turn made false police reports and misused 911 by stating that the victim was outside the residence armed with a gun. Her call caused numerous officers to respond placing the family in fear for their safety. She again called a few weeks later, again reporting that the victim was armed with a gun and had beaten her. Responding officers tactically approached the residence and determined the report was false. A TML GIU Detective submitted an additional charge arrest affidavit for two (2) counts of False Report of Crime to Law Enforcement and Emergency Communications 911 Misuse.</p>	
Day / Date / Time	Tuesday / April 23, 2019 / 3:05 pm
Location	16200 NW 57 Avenue
<p>On Tuesday, April 23, 2019 at approximately 3:05 pm, TML Officers responded to the TD Bank located at 16200 NW 57 Avenue reference a fraud incident in progress. Subsequent to an investigation, TML Officers arrested a subject for organized scheme to defraud.</p>	
Day / Date / Time	Thursday / April 25, 2019 / 2:10 pm
Location	6691 Cow Pen Road
<p>On Thursday, April 25, 2019, at approximately 2:10 pm, TML GIU Detective located and arrested a subject wanted for a vehicle burglary incident that occurred on April 3, 2019, at the Courtyards of Miami Lakes apartments.</p>	
Day / Date / Time	Friday / April 26, 2019 / 1:10 pm
Location	154 Street NW 80 Avenue
<p>On Friday, April 26, 2019, at approximately 3:00 pm, TML GIU Detective responded to a road rage incident. The victim advised that he and the subject were travelling eastbound on NW 154 Street and had cut each other off and yelled obscenities at each other. After the victim flipped off (middle finger) the subject, the subject rammed his truck into the victim's vehicle causing the victim's vehicle to jump the curb and strike a tree. The victim had an abrasion on his left arm. A witness who was working in the median, observed both vehicle's honking and yelling obscenities at each other. He observed when the victim "flipped off" the subject and the subject immediately striking the victim's vehicle with his. The TML GIU Detective interviewed all parties and subsequently arrested the subject. He was charged with Aggravated Battery with a Deadly Weapon.</p>	
Day / Date / Time	Sunday / April 28, 2019 / 3:30 pm
Location	148 Street NW 92 Avenue
<p>On Sunday, April 28, 2019, at approximately 3:30 pm, a TML Officer conducted a traffic stop on a vehicle obstructing the roadway. Upon making contact with the driver, he immediately detected a strong odor of marijuana coming from within the vehicle. A subsequent investigation revealed the subject to be in possession of approximately 40 grams of marijuana. He was charged with felony possession with intent to sell.</p>	



## Miami Dade Police Department, Town of Miami Lakes



### TML Crime Report

April 30, 2019

<i>Day / Date / Time</i>	<i>Tuesday / April 30, 2019 / 12:00 am</i>
<i>Location</i>	<i>15356 NW 79 Court</i>
<i>On Tuesday, April 30, 2019, at approximately 12:00 am, a TML GIU Detective was called out to investigate a vehicle burglary incident where a subject was being detained. The victim was exiting his business when he observed a female seated inside and looking around his unlocked vehicle. When the victim confronted the subject and advised that he was calling the police, the female fled on foot. TML Officers located and detained the subject. The TML GIU Detective subsequently interviewed and arrested the subject for the vehicle burglary incident.</i>	
<i>Day / Date / Time</i>	<i>Tuesday / April 30, 2019 / 11:30 am</i>
<i>Location</i>	<i>6800 Main Street</i>
<i>While on routine patrol near the Victoria's Secret, a TML GIU Detective observed activity consistent with a retail theft in progress. The Detectives subsequent investigation led to the arrest on an adult female who had just stolen several items valued at approximately \$200.</i>	



## **Town of Miami Lakes Memorandum**

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**To: Honorable Mayor and Councilmembers**  
**From: Edward Pidermann, Town Manager**  
**Subject: Strategic Legislative Recap**  
**Date: 5/14/2019**

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### **Recommendation:**

Please find below the End of Session Report and an updated Bills of Interest Report on behalf of Sun City Strategies & Southern Strategy Group.

### **Appropriations:**

We secured funding in this year's General Appropriations Act for the Town's Miami Lakes Business Park SE Resilient Transportation Infrastructure Project in the amount of \$853,000. We will continue to advocate on the Town's behalf with Governor DeSantis' office prior to his review of the budget.

### **LPR Public Record Exemptions:**

HB 7037 / SB 7034 would remove the scheduled repeal of the license plate recognition systems public records exemption. We successfully advocated the passage of this bill in both chambers and its approval by Governor DeSantis.

### **Tolling Extension of Permits:**

HB 7103 by would revises circumstances under which state of emergency declaration tolls & extends remaining period for certain permits & authorizations. We successfully advocated the passage of this bill in both chambers, the bill now awaits approval by Governor DeSantis.

### **Rock Blasting:**

SB 1356 / HB 1189 by Senator Diaz and Representative Rodriguez would require that the statewide ground vibration limits established by the State Fire Marshal be based on frequency and particle velocity. As well as establish certain regulations relating to blasting operations conducted with construction materials mining activities, and require the State Fire Marshal to create a form for complaint reports regarding blasting operations. While the bill was not passed this session, we made significant progress on educating leadership and CFO Patronis' office, we will continue to work with Senator Diaz towards next session.

**This report is informational.**

**ATTACHMENTS:**



Description

**Strategic Legislative Recap Initiatives**

## Royal Oaks Drainage Improvements Ph II

**HB 3733 (Avila)**

**\$2,000,000**

Design and construct the drainage system, featuring the installation of stormwater pipes, exfiltration trenches (French drains), manholes, pollution retardant baffles, catch basins, and resurfacing and restoring of the existing roadway surfaces in Areas 3, 4 and 5.

**Area 3:** NW 166th Street, NW 164th Terrace, and NW 163rd Terrace from NW 82nd Avenue to NW 79th Avenue; NW 79th Avenue from NW 163rd Terrace to NW 166th Street; and NW 166th Street from NW 82nd Court to NW 82nd Avenue

**Area 4:** NW 79th Avenue from NW 159th Terrace to NW 155th Street

**Area 5:** NW 170th Street to NW 166th Terrace from NW 87th Avenue to NW 84th Avenue

## ML Business Park SE Transportation

**HB 3735 (Avila)**

**\$853,000**

Design and construct resilient and sustainable multi-modal transportation infrastructure of new ADA accessible greenways and trails, sidewalks, and bicycle facilities, incorporating non-motorized transportation modes and enhanced landscaping to improve air quality, reduces greenhouse gas emissions, protect from creation of heat island effects, address traffic congestion, and enhance connectivity in four (4) corridors.

1) NW 142nd Street from NW 60th Avenue to NW 57th Court

2) NW 139th Street from NW 60th Avenue to NW 57th Court

3) NW 58th Court from NW 142nd Street to NW 139th Street

4) NW 57th Court from NW 142nd Street to NW 139th Street

## ML Business Park NE Transportation

**HB 3377 (Avila)**

**\$6,000,000**

Design and construct resilient and sustainable multi-modal transportation infrastructure of new ADA accessible sidewalks, bicycle lanes, and drainage, incorporating Complete Streets and green infrastructure that will assist in flood mitigation, pollution runoff reduction, heat island effects protection, and sustainable transportation in six (6) corridors.

1) NW 153rd/151st Street from Miami Lakeway North eastbound to NW 57th Court

2) NW 59th Court from NW 151st Street southbound to Miami Lakes Drive

3) NW 57th Court from NW 151st Street southbound to Miami Lakes Drive

4) NW 158th Street from NW 59th Avenue to NW 57th Avenue

5) NW 163rd Street from NW 59th Avenue to NW 57th Avenue

6) NW 165th Terrace from NW 59th Avenue to NW 58th Avenue

## NW 87th Avenue Ramp to MDX

**HB 4479 (Rodriguez, A.M.)**

**\$5,300,000**

NW 87th Avenue Ramp to Miami-Dade Expressway (MDX) SR 924 Extension West to the Homestead of the Florida's Turnpike (HEFT) Project:

Design and construct a new NW 87th Avenue access ramp improvement to be included into the MDX existing SR 924 West Extension project and to I-75 northbound. The NW 87th Avenue ramp will enhance regional connectivity and improve state transportation infrastructure to accommodate population growth.



### **SB 898 (Diaz) and HB 385 (Avila)**

Florida Statutes Section 339.176 - Miami-Dade Transportation Planning Organization (**TPO**) **Governing Board**

To support municipalities with a population of less than 50,000 to be represented, allowing the Governor to appoint the Members.

### **SB 7034 / HB 7037 (Infrastructure and Security)**

Citations - Statutes: 316.0777 - Automated **license plate recognition (LPR)** systems; public records exemption.

Public Records Exemption Sunset Provision, expiring on October 2, 2019, to ensure this provision is saved from repeal to protect the privacy of our residents.

### **HB 1299 (Governmental Powers)**

Florida Statutes Section 252.363 - **Tolling** and Extension of Permits and Other Authorizations

(1)(a) The declaration of a state of emergency issued by the Governor for a natural emergency (**Development order tolling for emergency declarations**) to amend this statute to limit tolling to states of emergency that actually affect the construction industry.

### **SB 7016 (State-administered Retirement Systems)**

Florida Retirement System (**FRS**) Revocation of Election and Alternative Plan (Municipal Opt-Out Option)

To provide a mechanism for voluntary municipal participation in the Florida Retirement System (**FRS**), allowing municipalities to offer sustainable and affordable retirement plan options for new employees.

### **HB 1189 Construction Materials Mining Activities (Rodriguez A.M.)**

#### **SB 1356 Construction Materials Mining Activities (Diaz)**

Requiring that the statewide ground vibration limits established by the State Fire Marshal be based on frequency and particle velocity; requiring the State Fire Marshal to establish certain regulations relating to **blasting operations** conducted in connection with construction materials mining activities; requiring the State Fire Marshal to create a form for complaint reports regarding blasting operations conducted in connection with construction materials mining activities, etc.

Adopt the **Blasting Advisory Board** Legislative Recommendations.



## **Town of Miami Lakes Memorandum**

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**To:** Honorable Mayor and Councilmembers  
**From:** Edward Pidermann, Town Manager  
**Subject:** Staff Table of Organization  
**Date:** 5/14/2019

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### **Recommendation:**

This is a review of the new Table of Organization for the staff and an opportunity for the Town Council to ask any questions regarding the new staff structure.

**This report is informational.**

### **ATTACHMENTS:**

Description

staff table organization email

## Edward Pidermann

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**From:** Edward Pidermann  
**Sent:** Wednesday, April 24, 2019 4:04 PM  
**Cc:** All Town Staff; Javier Ruiz; Gonzalez, Jose  
**Subject:** Table of Organization  
**Attachments:** Organizational Chart.pdf

Mayor, Council & Town Staff:

As most of you may know, we have been conducting a review of the Table of Organization for the Town. Deputy Town Manager Tony Lopez & I have met several times, as well as received input from many of our senior staff members. We have developed a new Table of Organization (see below & attached). In our review of the organization, we tried to focus on functions, as it relates to reporting lines. We tried as much as possible to not focus on individuals or personalities.

Below are the key points regarding the more significant changes in our organizational structure.

1. We have established an organizational structure that is flatter, as compared to our previous structure.
2. For "span of control" reasons, we have divided our Departments/Offices by whether we felt they were "operational" or "administrative/financial".
3. Operational Departments & Offices will be reporting directly to the Deputy Town Manager (DTM) for day-to-day reporting.
4. Administrative/financial Departments & Offices will report to me.
5. This should **NOT** be construed to mean that operational Departments/Offices are any lower in the organization than Administrative/financial ones.
6. I have designated the **EXECUTIVE STAFF** to include the TM, DTM and Department Directors.
7. All information shall flow up or down through one of those Executive Staff members.
8. With the appointment of Tony Lopez as the DTM, we have created a new Director of Parks & Recreation Department.
9. I have appointed Mr. Daniel Angel as the new Director of the Parks & Recreation Department.
10. I have decided NOT to fill the position (Operations Business Manager) currently held by Danny Angel. Those functions shall be spread across other staff members in the Parks & Recreation Department.
11. We have moved Capital Improvements under the Public works Department.
12. We have moved the Facilities group under the Public Works Department and renamed it as the "General Services Administration" group.
13. The General Services Administration group shall continue their oversight over our facilities but I plan to also centralize oversight and management of our fleet (both light fleet & heavy fleet) under this General Services Administration group. I will work with the PW Director to make this transition in the coming weeks.
14. Ms. Ximena Suarez has been wearing 2 hats for quite some time. She will assume the exclusive role as the Special Projects Manager, under the Parks & Recreation Dept., overseeing the Special Taxing Districts, Emergency Management, as well as assisting the Director of Parks with some functions previously carried out by the Operations Business Manager.
15. At some point (not sure when yet), we will fill the position of Assistant to the Town Manager. This transition will most likely occur closer to Oct., 2019. In the meantime, Ximena will continue fulfilling both roles.
16. Planning (Ms. Susana Alonso) shall no longer report to the Building Dept.. She will report to the TM.

Below are the Staff members responsible for the following departments & offices:

### Departments

- Finance Department

Mr. Ismael Diaz

- Building Department
- Public Works Department
- Parks & Recreation Department
- Communications & Community Affairs
- Police Department

Mr. Eliezer Palacio  
 Mr. Carlos Acosta  
 Mr. Daniel Angel  
 Ms. Clarisell de Cardenas  
 Major Javier Ruiz

#### **Offices**

- Transportation Office
- Grants Office
- Planning Office
- Procurement Office
- Budget Office
- Human Resources Office
- Strategic Planning & Innovation Office

Ms. Michelle Gonzalez  
 Ms. Renee Wilson  
 Ms. Susana Alonso  
 TBD  
 Ms. Melissa Hernandez  
 Ms. Cynthia Alejo  
 Mr. German Cure

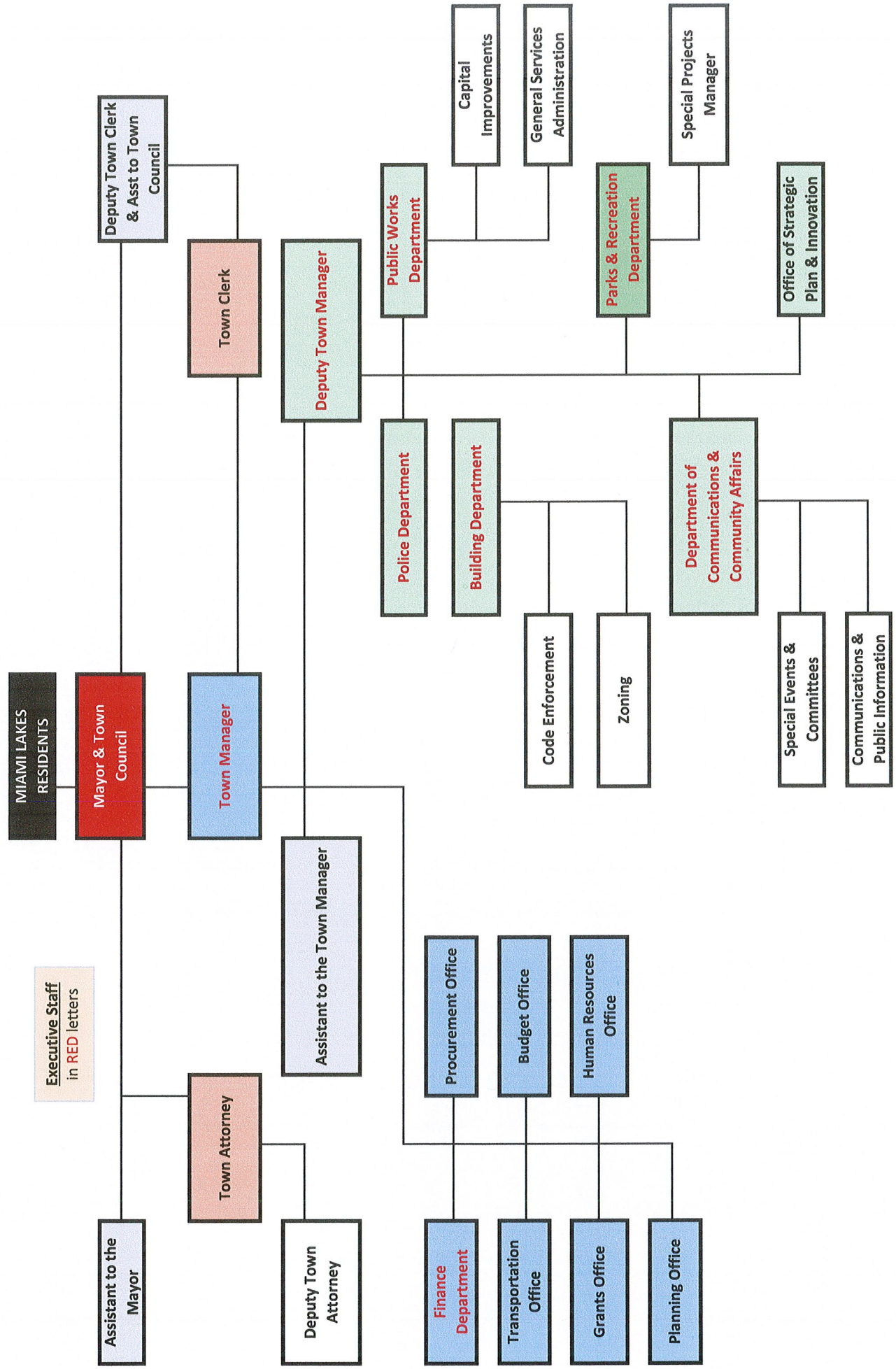
#### **Others**

- Town Attorney
- Deputy Town Attorney
- Town Clerk

Mr. Raul Gastesi  
 Mr. Lorenzo Cobiella  
 Ms. Gina Inguanzo

If you have any questions, please feel free to contact me or Tony.







## **Town of Miami Lakes Memorandum**

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**To:** Honorable Mayor and Councilmembers  
**From:** Edward Pidermann, Town Manager  
**Subject:** The Greater Miami Convention & Visitors Bureau Town Hall Meeting at Miami Lakes  
**Date:** 5/14/2019

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**Recommendation:**

Please see attached document.

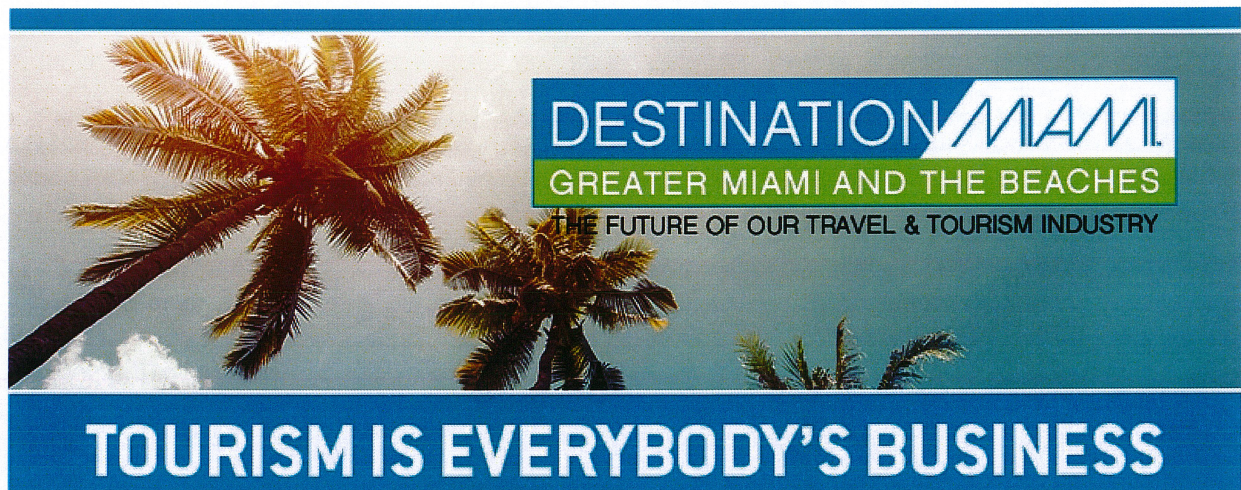
**This is an informational report.**

**ATTACHMENTS:**

Description

Town Hall hosted by Greater Miami Convention & Visitors Bureau





The Greater Miami Convention & Visitors Bureau (GMCVB) is the official sales and marketing organization for Miami-Dade County.

We proudly promote the entire community as a premier destination for vacations, meetings, conventions and special events.

We are now developing our next 5-year strategic plan and would like to invite you to take part in an important discussion where you will be able to share your thoughts on our number one industry — Tourism.

Please join us as we develop a roadmap to help guide our future success. Thank you.

**Thursday, May 16, 2019 • 6 - 8 p.m.**

**Shula's Hotel & Golf Club**

**6842 Main St.**

**Miami Lakes, FL 33014**



We look forward to seeing you there!

Free giveaways and light bites will be offered.

For additional information about the Strategic Plan, please email any questions to: [StrategicPlan@GMCVB.com](mailto:StrategicPlan@GMCVB.com).



## Town of Miami Lakes Memorandum

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**To:** Honorable Mayor and Councilmembers  
**From:** Raul Gastesi, Town Attorney  
**Subject:** Attorney's Reports  
**Date:** 5/14/2019

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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.

### **Background:**

#### **MICHAEL PIZZI JR. v. TOWN OF MIAMI LAKES**

While the appeal process is ongoing, there has been approximately \$19,950.00 in the month of April.  
(Criminal Matter)

#### **JUAN VALIENTE V. TOWN OF MIAMI LAKES**

Matter continues to be litigated. Costs and expenses are likely.

#### **NW 170/154**

Conflict Resolution Process took place. The April 26, 2019, meeting was postponed for May 15, 2019.

#### **Gus Abella vs. Town of Miami Lakes, et al.**

Town was successful in obtaining an Order of Dismissal against claims brought by Mr. Abella against the Town.

#### **NW 59th Avenue**

Attorneys and staff have spent time considerable time this month on pre-eminent domain work. Unapproved Invoices have been received by attorneys and consultants in the amount of \$35,000.00. Moneys for this legal action has been budgeted in the land acquisition portion of the N.W. 59th Avenue Project. 2.3 million for the N.W. 59th Avenue Project is budgeted for F.Y. 2018-2019.