

# TOWN OF MIAMI LAKES, FLORIDA

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VIDEO

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**AGENDA**  
**Regular Council Meeting**  
**January 17, 2017**  
**6:30 PM**  
**6601 Main Street**  
**Government Center**  
**Miami Lakes, Florida 33014**

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

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

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

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

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

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

VIDEO

- A. **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, TO NAME RECREATION FACILITY LOCATED AT 14048**

**PALMETTO FRONTAGE ROAD, MIAMI LAKES, "K-9 COVE"; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.(Rey)**

**VIDEO B. A RESOLUTION OF THE TOWN OF MIAMI LAKES, FLORIDA, SETTING FORTH LEGISLATIVE PRIORITIES FOR FISCAL YEAR 2017-2018; AUTHORIZING TOWN MANAGER OR HIS DESIGNEE TO PURSUE FUNDING FOR LEGISLATIVE PRIORITIES AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)**

**VIDEO C. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, TO APPROVE AWARD OF ITB 2017-09, FDOT BEAUTIFICATION 77th COURT PROJECT; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO ACCEPT GRANT FUNDS; &nbsp;  AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACTS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.(Rey)**

**VIDEO D. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, TO APPROVE AWARD OF ITB 2017-18, AWARD OF CONTRACT FOR HUTCHINSON ROAD AND DRAINAGE IMPROVEMENTS; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACTS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. (Rey)**

**VIDEO E. Approval of Minutes**

- December 6th 2016 Regular Council Meeting
- December 14th 2016 Attorney-Client Executive Session
- December 28th 2016 Madden's Hammock Meeting

**11. ORDINANCES-FIRST READING:**

**VIDEO A. AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING ORDINANCE NO. 16-197; AMENDING THE TOWN'S FISCAL YEAR 2016-2017 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.(Rey)**

**B. AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, ESTABLISHING A TEMPORARY MORATORIUM ON THE SUBMITTAL, PROCESSING, AND ISSUANCE OF CERTIFICATES OF USE OR LAND USE MODIFICATION OR APPROVALS FOR MARIJUANA DISPENSING ORGANIZATIONS OR MARIJUANA TREATMENT CENTERS FOR A PERIOD OF ONE HUNDRED EIGHTY (180) DAYS FROM THE DATE OF ADOPTION OF THIS ORDINANCE; PROVIDING FOR LEGISLATIVE FINDINGS; THE GEORGRAPHIC AREA COVERED; AND PROVIDING FOR AN EFFECTIVE DATE.(Rey)**



**C. AN ORDINANCE OF THE TOWN OF MIAMI LAKES FLORIDA, PERTAINING TO THE SUBJECT OF A MORATORIUM; IMPOSING A TEMPORARY MORATORIUM UPON THE RECEIPT OF OR PROCESSING OF APPLICATIONS, PERMITS OR PENDING APPROVALS PERTAINING TO THE INSTALLATION OR SITING OF ANY "TELECOMMUNICATIONS TOWERS", AS MAY BE DEFINED BY FEDERAL LAW, OR ANY "NEW WIRELESS PERSONAL TELECOMMUNICATIONS SERVICES TOWER," "TOWER," OR "DISTRIBUTED ANTENNA SYSTEM," AS DEFINED BELOW OR ANY OTHER COMMUNICATIONS FACILITIES WHOLLY CONTAINED OR MOUNTED ON A SINGLE STAND ALONE TOWER, AS MAY BE CONTEMPLATED BY SECTION 337.401, FLORIDA STATUTES; SUCH MORATORIUM BEING EFFECTIVE FOR ANY PUBLIC RIGHTS-OF-WAY WITHIN THE JURISDICTION OF THE TOWN OF MIAMI LAKES, FLORIDA UNDER THE FLORIDA TRANSPORTATION CODE;; PROVIDING FOR DEFINITIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. (Rey, Gastesi)**

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

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

**VIDEO**

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

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING A REQUEST IN ACCORDANCE WITH SUBSECTION 13-308(F)(2) OF THE TOWN OF MIAMI LAKES LAND DEVELOPMENT CODE FOR A PRELIMINARY PLAT ENTITLED "MIAMI LAKES TOWN CENTER FOUR-EAST" SUBMITTED FOR PROPERTY LOCATED EAST OF NW 67<sup>TH</sup> AVENUE AND WEST OF EAGLE NEST LANE, MIAMI LAKES, FLORIDA, IN THE TC ZONING DISTRICT; PROVIDING FINDINGS; PROVIDING FOR APPROVAL; PROVIDING FOR CONDITIONS; PROVIDING FOR**

**VIOLATION OF CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR AN EFFECTIVE DATE. (Rey)**

- VIDEO      **B. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING A REQUEST IN ACCORDANCE WITH SUBSECTION 13-304 OF THE LAND DEVELOPMENT CODE, A SITE PLAN ENTITLED "LUCIDA PALMETTO 77TH"; FOR THE PROPERTY LOCATED AT 15800 NW 77 COURT, BEARING FOLIO NUMBER 32-2015-044-0010; PROVIDING FOR APPROVAL; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATION OF CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR AN EFFECTIVE DATE. (Rey)**

**13.            NEW BUSINESS:**

- A. Ride Sharing Service Providers (Lama)**
- VIDEO      **B. Lien Amnesty Program (Cid)**
- C. Annexation (Rodriguez)**
- D. Workshop for the Selection of a New Town Manager (Collazo)**
- E. Local Preference to Businesses (Mestre)**
- VIDEO      **F. Penny Lambeth (Lama, Cid, Daubert, Rodriguez, Collazo and Mingo)**
- G. Workshop on Mayor and Council Roles (Cid)**
- H. Adding Miami Lakes to the Name of Opa Locka Airport (Rodriguez)**
- I. Town Outreach Forums (Collazo)**
- J. Miami Lakes Gala (Cid)**
- K. Committee Members (Rodriguez)**
- VIDEO      **L. SFL-TV Pledge of Allegiance Project (Collazo)**
- VIDEO      **M. Resolution on Impact Fees (Cid, Lama, Daubert)**

**\*This report requires a waiver of Section 6.10 of the Special Rules of Order of the Town of Miami Lakes.**

- N. Health, Safety and Property Damage due to Lennar Project (Rodriguez)**

**\*This item will require the waiver of section 7.2 of the Special Rules of Order from the Town of Miami Lakes.**

**14.            MANAGER'S REPORT:**

- A. Palmetto Expressway Improvements**

**15.            ATTORNEY'S REPORT:**

- VIDEO      **A. Homeowners Associations**
- VIDEO      **B. Pending Legal Matters**

**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:** Alex Rey, Town Manager

**Subject:** Dog Recreation Area Name

**Date:** January 17, 2017

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### **Recommendation:**

It is recommended that the Town Council approve the name “K-9 Cove” for the dog recreation area located at 14048 Palmetto Frontage Rd.

### **Background:**

At the December 2016 Town Council meeting, the Friends of the Dog Recreation Area (“Friends”) presented to the Town Council its proposed selection for the name of the dog recreation area, “K-9 Cove”. The proposed name was well received by the Town Council at the meeting and was to be followed by a resolution formally adopting the name.

The selection of the name was done through a “Dog Recreation Area Naming Contest” held in September 2015; submissions were sent to the Town via email. The contest was open to all residents and submissions limited to one entry per person. The Town received 46 different entries. The Friends held several meetings to discuss the different names and selected “K-9 Cove” as the winner.

As outlined in the Town’s park rules and regulations, the naming of Town parks, park areas and park facilities shall be the function of the Town Council in accordance with the Town’s park naming policy. This process for selection received public input through the contest which is consistent with the policy.

### **Attachments:**

**Resolution**

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

**A RESOLUTION OF THE TOWN COUNCIL OF THE  
TOWN OF MIAMI LAKES, FLORIDA, TO NAME  
RECREATION FACILITY LOCATED AT 14048  
PALMETTO FRONTAGE ROAD, MIAMI LAKES, “K-9  
COVE”; PROVIDING FOR INCORPORATION OF  
RECITALS; AND PROVIDING FOR AN EFFECTIVE  
DATE.**

**WHEREAS**, during the December 2016 Town Council Meeting, Friends of the Dog Recreation Area (“Friends”) presented to the Town Council a proposed name “K-9 Cove” for the recreation area located at 14048 Palmetto Frontage Road, Miami Lakes, Florida; and

**WHEREAS**, the selection of the name was done through a Dog Recreation Area Naming Contest held on September 2015, whereby submissions were sent to the Town via email; and

**WHEREAS**, Miami Lakes Town Code Section 18-112 (a), states that “the naming of Town Parks, Park Areas and Park Facilities shall be a function of the Town Council; and

**WHEREAS**, Miami Lakes Town Code Section 18-112(b), states that “Criteria for Park naming shall be established through a Town Council adopted Park naming policy; and

**WHEREAS**, the process for selection received public input and is consistent with policy; and

**WHEREAS**, the Town Council desires to adopt the name “K-9 Cove” for the recreation area located at 14048 Palmetto Frontage Road, Miami Lakes, Florida.

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

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

**Section 2. Approval of Park Name.** The recreation facility located at 14048 Palmetto Frontage Road, Miami Lakes, Florida, shall be named “K-9 Cove”.

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

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

**THIS SPACE INTENTIONALLY LEFT BLANK**

Passed and adopted this 17<sup>th</sup> day of January 2017.

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

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

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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 Memorandum

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**To:** Honorable Mayor and Town Councilmembers

**From:** Alex Rey, Town Manager

**Subject:** Legislative Priorities for FY2017-2018

**Date:** January 17, 2017

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### Recommendation:

It is recommended that the Town Council approve the enclosed legislative appropriation priorities for FY2017-2018.

### Background:

The State Legislature annually considers several appropriations measures, which provide discretionary funding for numerous activities, as well as general government operations. Southern Strategy Group (SSG) was recently awarded a contract to provide the Town's state lobbying services. SSG lobbying services include being proactive in monitoring and lobbying on state budgeting and legislation which impacts the Town. SSG, in coordination with the Town Mayor and staff, will be pursuing funding for the projects identified in the legislative appropriation priorities enclosed herein.

SSG, the Mayor and I are scheduled to meet with Representatives on January 11, 2017 in Tallahassee. Any recommended changes resulting from the meetings held with Representatives in Tallahassee will be discussed at the January 17, 2017 meeting.

#### TOWN OF MIAMI LAKES LEGISLATIVE PRIORITIES SUMMARY TOTAL LEGISLATIVE REQUESTS \$3,978,600 MILLION

<b>\$1 Million</b>	<b>Canal Bank Stabilization Project</b>  Construction of canal stabilization to complete approximately 7,000 linear feet of the Golden Glades Canal along the north boundary of the Town of Miami Lakes (NW 170th Street), from NW 78th Avenue to Interstate 75 (I-75) on the south bank residential side.
<b>\$650,000</b>	<b>West Lakes Drainage Improvements Project</b>  Drainage system installation of drainage pipes in residential arterial roads and exfiltration trenches (French Drains), connecting to existing underground infrastructure, leading to an outfall. The previously installed underground infrastructure is the main system which West Lakes Drainage Improvements Project new structures and inlets will intersect, completing the drainage system.
<b>\$328,600</b>	<b>Lake Sarah/Lake Hilda Drainage Improvements Project</b>  Drainage improvement project consisting of a complete drainage system retrofit and installation of drainage pipes and exfiltration trenches (French Drains) throughout the project.
<b>\$1 Million</b>	<b>59th Avenue Extension Project</b>  Purchase the property from the Miami-Dade Aviation Department to design and construct a bridge and roadway improvement to connect residential and commercial population to an industrious business district. This project is of great significance to open and expand connectivity to and from the business district. The project would benefit the Town and neighboring jurisdictions by improving transportation infrastructure, increasing access to commerce, and expanding economic opportunities in this region by diverting local traffic from 57th Avenue to 59th Avenue. In addition, the project will include a storage yard for Public Works equipment and materials, as well as a boat storage facility for Town residents to be operated by the private sector through a revenue sharing agreement with the Town.



\$1 Million	<p><b>87th Avenue Ramp to Miami-Dade Expressway (MDX) 924 Extension West (Gratigny) to the Homestead of the Florida’s Turnpike (HEFT) Project</b></p> <p>Design and construct a new 87th Avenue access ramp improvement to be included into the MDX existing 924 West Extension project plans and the on ramp could possibly connect to I-75 northbound. This project is consistent with the Town’s Comprehensive Development Master Plan, 2025 Strategic Plan, and Transportation Master Plan. The 87th Avenue ramp will enhance regional connectivity and improve transportation infrastructure.</p>
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**Attachments:**

Exhibit "A"  
Resolution

**RESOLUTION NO. 2017-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN OF MIAMI LAKES,  
FLORIDA, SETTING FORTH LEGISLATIVE PRIORITIES  
FOR FISCAL YEAR 2017-2018; AUTHORIZING TOWN  
MANAGER OR HIS DESIGNEE TO PURSUE FUNDING  
FOR LEGISLATIVE PRIORITIES AND PROVIDING FOR  
AN EFFECTIVE DATE.**

**WHEREAS**, the State of Florida Legislatures annually considers appropriation measures which provide discretionary funding for general governmental operations; and

**WHEREAS**, Southern Strategy Group (SSG) was recently awarded a contract to provide the Town's state lobbying services; and

**WHEREAS**, SSG's services include proactively monitoring and lobbying on state budgeting and legislation which impacts the Town; and

**WHEREAS**, the Town Manager and staff have identified various projects which require funding as described and set forth in Exhibit "A"; and

**WHEREAS**, the Town Manager is desirous of pursuing State funding for the projects set forth in Exhibit "A"; and

**WHEREAS**, the Town Manager seeks authority to pursue funding for the items set forth in Exhibit "A"; and

**WHEREAS**, the Town Council agrees that it is in the best interest of the Town to pursue the legislative priorities set forth in Exhibit "A".

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

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

**Section 2.**     **Approval of Legislative Priorities.** The legislative priorities set forth in Exhibit "A", are hereby adopted by the Town Council.

**Section 3.**     **Authorization of Town Official.** The Town Manager and/or his designee are authorized to pursue funding in order to accomplish the legislative priorities set forth in Exhibit "A".

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

Passed and adopted this 17<sup>th</sup> day of January 2017

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

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

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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”**

<b>\$1 Million</b>	<p><b>Canal Bank Stabilization Project</b></p> <p>Construction of canal stabilization to complete approximately 7,000 linear feet of the Golden Glades Canal along the north boundary of the Town of Miami Lakes (NW 170th Street), from NW 78th Avenue to Interstate 75 (I-75) on the south bank residential side.</p>
<b>\$650,000</b>	<p><b>West Lakes Drainage Improvements Project</b></p> <p>Drainage system installation of drainage pipes in residential arterial roads and exfiltration trenches (French Drains), connecting to existing underground infrastructure, leading to an outfall. The previously installed underground infrastructure is the main system which West Lakes Drainage Improvements Project new structures and inlets will intersect, completing the drainage system.</p>
<b>\$328,600</b>	<p><b>Lake Sarah/Lake Hilda Drainage Improvements Project</b></p> <p>Drainage improvement project consisting of a complete drainage system retrofit and installation of drainage pipes and exfiltration trenches (French Drains) throughout the project.</p>
<b>\$1 Million</b>	<p><b>59th Avenue Extension Project</b></p> <p>Purchase the property from the Miami-Dade Aviation Department to design and construct a bridge and roadway improvement to connect residential and commercial population to an industrious business district. This project is of great significance to open and expand connectivity to and from the business district. The project would benefit the Town and neighboring jurisdictions by improving transportation infrastructure, increasing access to commerce, and expanding economic opportunities in this region by diverting local traffic from 57th Avenue to 59th Avenue. In addition, the project will include a storage yard for Public Works equipment and materials, as well as a boat storage facility for Town residents to be operated by the private sector through a revenue sharing agreement with the Town.</p>
<b>\$1 Million</b>	<p><b>87th Avenue Ramp to Miami-Dade Expressway (MDX) 924 Extension West (Gratigny) to the Homestead of the Florida's Turnpike (HEFT) Project</b></p> <p>Design and construct a new 87th Avenue access ramp improvement to be included into the MDX existing 924 West Extension project plans and the on ramp could possibly connect to I-75 northbound. This project is consistent with the Town's Comprehensive Development Master Plan, 2025 Strategic Plan, and Transportation Master Plan. The 87th Avenue ramp will enhance regional connectivity and improve transportation infrastructure.</p>



## **Town of Miami Lakes Memorandum**

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**To:** Honorable Mayor and Councilmembers

**From:** Alex Rey, Town Manager

**Subject:** Award of Contract for FDOT Beautification 77th Court Project

**Date:** January 17, 2017

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### **Recommendation:**

It is recommended that the Town Council authorize the Town Manager to award a contract in the amount \$137,000 to SFM Services, Inc. ("SFM"), who is the lowest responsive and responsible bidder for ITB No. 2017-09 FDOT Beautification 77th Court Project. The award amount includes SFM's Bid amount of \$124,607.94 plus a contingency amount of \$12,391.06 (approximately 10%) to cover unforeseen conditions. Funds are budgeted in the Capital Projects Fund. This project was awarded grant funding (\$100,000) from the FDOT Florida Highway Beautification Council Grant Program.

### **Background:**

The Town of Miami Lakes is unique in its beauty. The community is known for its lush green spaces, extensive tree-lined streets, and stunning neighborhood parks. For many years, the Town has been committed to becoming the most uniformly, beautiful municipality in the region and has strived to become so with the implementation of several initiatives including the Beautification Master Plan. In furtherance of this goal, Town staff is actively searching for methods to make progress with the master plan and beautify areas within the Town.

One of the main priorities of the master plan is to beautify the Town's gateways that are the first impression of the community for many visitors. This project provides for landscape and irrigation improvements to the gateway area located along the west side of SR826, east of NW 77 Court, between NW 154th Street to NW 160th Street adjacent to the Royal Oaks shopping center. To assist with the funding for this project, Town staff applied for the Florida Highway Beautification Council Grant Program on September 30, 2013. The grant project amount was for an amount not to exceed \$200,000, which included a 50% match from the Town (not to

exceed \$100,000). The Town was awarded the grant on September 14, 2014 and is set to expire on June 30, 2017.

On November 14, 2016, the Town issued Invitation to Bid (“ITB”) 2017-09 for FDOT Beautification 77th Court Project, with a closing date of December 5, 2016. The Scope of Work consists of furnishing all labor, materials, machinery, tools, means of transportation, supplies, equipment, and services necessary to furnish and install trees, landscaping, and an irrigation system at the project location, per the project plans, and in accordance with all applicable FDOT guidelines. Please see attached plans and proposed landscape material for reference.

The Work includes delivery, installation grow-in period maintenance (for installed trees and landscaping), and initial irrigation testing and maintenance as applicable to the project. The warranty requires replacement of landscape installation that does not survive the one year warranty period.

The ITB was advertised in the Miami Daily Business Review, on DemandStar, on the Town’s website, and in the Government Center Lobby. Procurement notified twenty five (25) Prospective Bidders of the solicitation by email and reached five hundred ninety seven (597) suppliers through DemandStar.

Prospective Bidders were required to possess a minimum of three (3) years of experience performing landscape and irrigation installation projects; provide verifiable client references demonstrating successful completion of at least three (3) landscape and irrigation installation projects with a total project amount of \$100,000 or more performed within the last three (3) years; be properly registered with the Florida Department of Agriculture and Consumer Services Division of plant industry; be a certified landscape contractor by the Florida nursery, growers, and landscape association; be a certified arborist by the International Society of Arboriculture; and be able to utilize the U.S. Department of Homeland Security’s E-Verify system for employment verification.

On December 5, 2016, the Town held a bid opening and received three (3) bids from the following bidders:

1. SFM Services, Inc. for \$124,607.94;
2. Arazoza Brothers Corporation for \$150,000.00; and
3. VisualScape, Inc. for \$160,220.00

In its due diligence review, Procurement determined that each bidder meets the minimum qualifications required in the ITB. Based on SFM being determined to be the lowest responsive and responsible bidder, Procurement recommended awarding contract 2017-09 to SFM Services, Inc.

With the lowest bid totaling \$124,607.94, which is \$75,392.06 under the grant project amount, the Town was concerned how the low bid would affect the grant funding for this project. After reaching out to the Florida Highway Beautification Council, the Town was advised that the difference between the low bid and the grant project amount is deducted from the Town’s match, reducing the Town’s contribution to \$24,607.94, while the funding provided by Florida Department of Transportation would remain at the full amount, in this case \$100,000.

The annual maintenance cost of these enhancements is approximately \$7,000 per year with funding coming from the right of way maintenance line item in the general fund.

## **Attachments:**

**Plans**

**ITB 2017-09**

**SFM Services Submittal**

**Bid Tabulation**

**Resolution**



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

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, TO APPROVE AWARD OF ITB 2017-09, FDOT BEAUTIFICATION 77<sup>th</sup> COURT PROJECT; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO ACCEPT GRANT FUNDS; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACTS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Miami Lakes (“Town”) has roadside areas and median strips within Department of Transportation rights-of-way, that must be maintained and attractively landscaped; and

**WHEREAS**, certain rights of way contain entrance features into the Town that are often the first impression of the community for many visitors; and

**WHEREAS**, funding is available from the Florida Department of Transportation Florida Highway Beautification Council Grant Program (“FDOT Grant”) to improve urban environments, including the gateway areas; and

**WHEREAS**, the project’s aim is to provide for landscape and irrigation improvements to gateway area located along the west side of SR 826, east of NW 77<sup>th</sup> Court, between NW 154<sup>th</sup> Street to NW 160<sup>th</sup> Street adjacent to the Royal Oaks shopping center; and

**WHEREAS**, on November 14, 2016, the Town issued Invitation to Bid (“ITB”) No. 2017-09 for a landscape contractor to provide materials and labor for the project; and

**WHEREAS**, the scope of work consists of furnishing all labor, materials, machinery, tools and services, necessary to provide and install all trees, landscaping and irrigation system for the project; and

**WHEREAS**, the ITB was properly advertised, posted on the Town Website, distributed to Five Hundred Ninety Seven (597) suppliers via demand star, and noticed in the Town Hall lobby; and

**WHEREAS**, the Town received three (3) responses to its ITB from SFM Services, Inc. (“SFM”), Arazoza Brothers Corporation, and VisualScape, Inc.; and

**WHEREAS**, based on due diligence, Procurement determined that each bidder met the qualifications required in the ITB; and

**WHEREAS**, SFM was determined to be the lowest responsive bidder; and

**WHEREAS**, Procurement recommends an award of contract ITB 2017-09 to SFM, in the amount of One Hundred Thirty Seven Thousand Dollars and 00/100 (\$137,000.00); and

**WHEREAS**, the award includes SFM’s bid amount of One Hundred Twenty-Four Thousand Six Hundred Seven Dollars and 94/100 (\$124,607.94) and a contingency amount of Twelve Thousand Three Hundred Ninety One Dollars and 06/100 (\$12,391.06); and

**WHEREAS**, the project was awarded One Hundred Thousand Dollars (\$100,000.00) from FDOT’s Grant; and

**WHEREAS**, the Town Manager concurs with the Procurement’s recommendation to award ITB 2017-09 to SFM; and

**WHEREAS**, the Town Council approves the recommendation of the Town Manager and authorizes the Town Manager to enter into the contract with SFM for award of ITB 2017-09 FDOT Beautification 77<sup>th</sup> Court Project.

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

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

**Section 2. Approval of the Contract.** The Town Council hereby approves the award of ITB 2017-09 to SFM Services, Inc. in an amount not to exceed budgeted funds per fiscal year.

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

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

**Section 5. Execution of the Contract.** The Town Manager is authorized to execute the Contract with SFM Services, Inc. on behalf of the Town in an amount not to exceed budgeted funds per fiscal year, in substantially the form attached hereto.

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

Passed and adopted this 17<sup>th</sup> day of January 2017

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

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

---

MANNY CID  
MAYOR

Attest:

---

Gina Inguanzo  
TOWN CLERK

Approved as to form and legal sufficiency:

---

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



# TOWN OF MIAMI LAKES LEISURE AND COMMUNITY SERVICES

## SR 826/NW 77TH COURT LANDSCAPE & IRRIGATION IMPROVEMENTS

SW  $\frac{1}{4}$  SECTION 15-52-40



BERMELLO AJAMIL  
& PARTNERS • INC

Architecture • Engineering • Planning  
Interior Design • Landscape Architecture  
2601 South Bayshore Drive  
Suite 1000  
Miami, Florida 33133  
(305) 859-2050  
Fax (305) 860-3700

### MAYOR:

MICHAEL PIZZI

### TOWN COUNCIL:

VICE MAYOR TIM DAUBERT  
SEAT 1 NELSON RODRIGUEZ  
SEAT 2  
SEAT 3 TONY LAMA  
SEAT 4 FRANK MINGO  
SEAT 5 MANNY CID  
SEAT 6 CEASAR MESTRE  
AT LARGE

### MAINTAINING AGENCY:

TONY LOPEZ  
TOWN OF MIAMI LAKES  
COMMUNITY AND LEISURE SERVICES  
6601 MAIN STREET  
MIAMI LAKES, FLORIDA 33016  
305-364-6100

### INDEX OF DRAWINGS:

- K-1 KEY SHEET
- T-1 TRAFFIC CONTROL
- N-1 REFERENCES AND NOTES
- L-0 SITE DISTANCE DIAGRAM
- L-1 LANDSCAPE PLAN
- L-2 LANDSCAPE PLAN
- L-3 LANDSCAPE PLAN
- L-4 PLANT MATERIAL LIST
- L-5 PLANT INSTALLATION DETAILS
- L-6 PLANT INSTALLATION DETAILS
- IR-1 IRRIGATION PLAN
- IR-2 IRRIGATION PLAN
- IR-3 IRRIGATION PLAN
- IR-4 IRRIGATION LEGEND
- IR-5 IRRIGATION NOTES AND SPECIFICATIONS
- IR-6 INSTALLATION DETAILS
- E-1 ELECTRICAL PLAN
- E-2 ELECTRICAL RISER/MTG DETAIL & SCHED
- E-3 GENERAL ELECTRICAL NOTES

### GOVERNING STANDARDS:

"GOVERNING STANDARDS AND SPECIFICATIONS: FLORIDA DEPARTMENT OF TRANSPORTATION, 2016-2017 DESIGN STANDARDS, AND THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION DATED JANUARY 2016, SECTION 580 LANDSCAPE INSTALLATION, AND ANY APPLICABLE UPDATES."

### MAINTENANCE OF TRAFFIC/TRAFFIC CONTROL NOTE:

CONTRACTOR RESPONSIBLE FOR PREPARING AND PROVIDING TO THE TOWN FOR REVIEW A TRAFFIC CONTROL/MAINTENANCE OF TRAFFIC PLAN. CONTRACTOR IS RESPONSIBLE FOR OBTAINING THE REQUIRED TOWN OF MIAMI LAKES AND FLORIDA DEPARTMENT OF TRANSPORTATION PERMITS WHICH INCLUDE BUT ARE NOT LIMITED TO LANE CLOSURE AND TRAFFIC MAINTENANCE. SEE T-1 FOR ADDITIONAL REQUIREMENTS.

### SCOPE OF WORK:

- THE WORK FOR SR 826 PROJECT CONSISTS OF IRRIGATION AND LANDSCAPE. THIS WORK INCLUDES BUT IS NOT LIMITED TO:
1. INSTALLATION OF AN IRRIGATION PUMP STATION
  2. INSTALLATION OF AUTOMATED IRRIGATION SYSTEM
  3. INSTALLATION OF BUBBLER TYPE IRRIGATION
  4. INSTALLATION OF TREES
  5. INSTALLATION OF PALMS
  6. INSTALLATION OF SOD (FOR REPAIR OF DAMAGED AREAS)
  7. INSTALLATION OF PUMP STATION ELECTRICAL SERVICE

ISSUED FOR:  
Town Review: January 25, 2016  
FDOT Review: February 26, 2016  
Town Review: June 06, 2016  
Town Review: July 20, 2016

ASSUMED ROADWAY DESIGN SPEED: 40 mph

FINISH POINT-MILE POST: 16.595

START POINT-MILE POST: 16.382



PROJECT  
LOCATION



### LANDSCAPE ARCHITECT'S CERTIFICATION

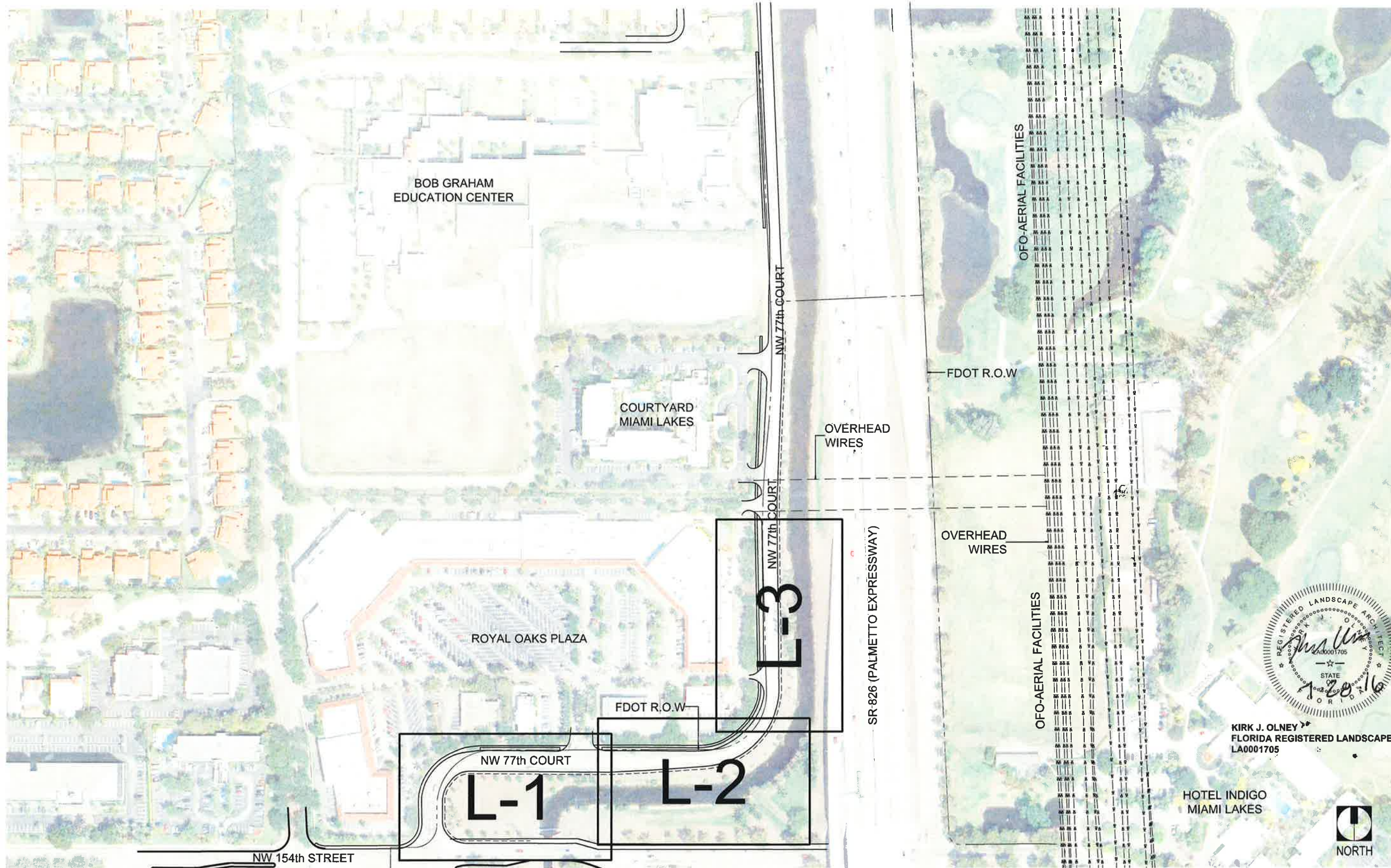
I HEREBY CERTIFY THAT THE ATTACHED PLANS AND DESIGN ARE IN SUBSTANTIAL COMPLIANCE WITH THE DESIGN STANDARDS AND CRITERIA IN EFFECT ON THIS DATE FOR THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION.

APPROVED BY: Kirk J. Olney

DATE: 7.28.16  
L.A. NO: FL NO. LA0001703

REPRODUCTION:  
ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCANNED DATA.





KIRK J. OLNEY  
FLORIDA REGISTERED LANDSCAPE  
LA0001705

HOTEL INDIGO  
MIAMI LAKES



BERMELLO AJAMIL & PARTNERS INC  
Architecture Engineering Planning Interior  
Design Landscape Architecture  
2601 South Bayshore Drive . 10th Floor  
Miami, Florida 33133  
(305) 859-2050 Fax (305) 859-9638

#### FLORIDA HIGHWAY BEAUTIFICATION COUNCIL GRANT APPLICATION

REVISIONS No. 1			REVISIONS No. 2			DESIGNED BY:	NAME	DATE
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	CHECKED BY:	KJO	1/25/16
06-01-16	KJO	FDOT COMMENTS				SUPERVISED BY:	RPH	1/25/16

SR 826/NW 77th COURT  
LANDSCAPE & IRRIGATION  
IMPROVEMENTS

TOWN OF MIAMI LAKES, FLORIDA  
COMMUNITY AND LEISURE  
SERVICES

APPROVED BY: DATE:



DRAWING TITLE:  
KEY SHEET

SCALE: N.T.S.

SHEET NO.  
K-1

DATE: JULY 20, 2016





GENERAL TRAFFIC CONTROL NOTES:

1. TRAFFIC CONTROLS SHALL BE IN ACCORDANCE WITH THE FOLLOWING: CURRENT PROJECT PLANS, THE 2016 EDITION OF THE FLORIDA D.O.T. ROADWAY AND TRAFFIC DESIGN STANDARDS, THE 2016 EDITION OF FLORIDA D.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE CURRENT MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.). DATED REVISIONS 1 & 2 MAY 2012.
2. THE CONTRACTOR SHALL ESTABLISH TRAFFIC CONTROL IN ACCORDANCE WITH THE F.D.O.T. ROADWAY AND TRAFFIC DESIGN STANDARD INDEX NO. 611 SHEET 1 AND 2.
3. REGULATORY SPEED ESTABLISHED DURING CONSTRUCTION SHALL BE THE POSTED SPEED.
4. IF A LANE CLOSURE IS REQUIRED, ALTHOUGH IT IS NOT ANTICIPATED, BY CONTRACTOR ACTIVITY, THE CONTRACTOR SHALL PREPARE A TRAFFIC CONTROL PLAN, SIGNED AND SEALED BY A LICENSED PROFESSIONAL ENGINEER, IN ACCORDANCE WITH FLORIDA D.O.T. DESIGN STANDARD INDEX 600 SERIES, FOR APPROVAL BY FDOT.
5. CONTRACTOR SHALL COORDINATE HIS CONSTRUCTION ACTIVITIES AND THOSE OF HIS SUBCONTRACTOR WITH CONSTUCTION ON NEARBY STATE ROADS.
6. AT THE DISCRETION OF THE ENGINEER, IF A LANE CLOSURE CAUSES EXTENDED CONGESTION OR DELAY, THE CONTRACTOR SHALL BE DIRECTED TO REOPEN THE CLOSED LANE(S) UNTIL SUCH TIME THAT TRAFFIC FLOW HAS RETURNED TO AN ACCEPTABLE LEVEL.
7. THE TRAFFIC AND TRAVEL WAYS SHALL NOT BE ALTERED BY THE CONTRACTOR TO CREATE A WORK ZONE UNTIL ALL LABOR AND MATERIAL ARE AVAILABLE FOR THE CONSTRUCTION IN THAT AREA.

PEDESTRIAN, BICYCLE, AND WHEELCHAIR NOTES:

1. AT THE END OF EACH WORK DAY OR WHENEVER THE WORK ZONE BECOMES INACTIVE, ANY DROP OFF ADJACENT TO THE PEDESTRIAN, BICYCLE OR WHEELCHAIR TRAVEL PATHS SHALL BE BACKFILLED FLUSH WITH THE TRAVEL PATH OR SHALL BE PROTECTED WITH BARRICADES, TEMPORARY BARRIER WALL, OR APPROVED HANDRAIL. COST TO BE INCLUDED IN LUMP SUM BID OF THE PROJECT.
2. THROUGHOUT THE PROJECT LIMITS, PEDESTRIAN, BICYCLE AND WHEELCHAIR TRAFFIC SHALL BE MAINTAINED ON AT LEAST ONE SIDE OF THE PROJECT AT ALL TIMES. THE TRAVEL PATH SHALL BE A MINIMUM OF FIVE (5) FEET WIDE WITH A SMOOTH AND WATERPROOF SURFACE THAT IS NOT SLICK AND IT SHOULD BE RAMPED AS NECESSARY FOR CONTINUITY. COST TO BE INCLUDED IN LUMP SUM BID OF THE PROJECT.
3. PEDESTRIAN, BICYCLE, AND WHEELCHAIR TRAFFIC SHALL BE GUIDED AND MAINTAINED USING APPROVED WARNING LIGHTS, SIGNING, AND CHANNELIZATION DEVICES. SUCH CONTROL DEVICES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH F.D.O.T. ROADWAY AND TRAFFIC DESIGN STANDARD INDEX NO. 660. ADA REQUIREMENTS MUST BE MAINTAINED.

 <div>BERMELLO AJAMIL &amp; PARTNERS INC Architecture Engineering Planning Interior Design Landscape Architecture 2601 South Bayshore Drive . 10th Floor Miami, Florida 33133 (305) 859-2050 Fax (305) 859-9638</div>	FLORIDA HIGHWAY BEAUTIFICATION COUNCIL GRANT APPLICATION						NAME	DATE	SR 826/NW 77th COURT LANDSCAPE & IRRIGATION IMPROVEMENTS	TOWN OF MIAMI LAKES, FLORIDA COMMUNITY AND LEISURE SERVICES		DRAWING TITLE: TRAFFIC CONTROL	SHEET NO. T-1
	REVISIONS No. 1			REVISIONS No. 2			DESIGNED BY:	KJO				1/25/15	
	DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	CHECKED BY:	RPH				1/25/16	
							SUPERVISED BY:	RPH					
												APPROVED BY:	DATE:

REFERENCES

LANDSCAPE DETAILS- CONTRACTOR TO INSTALL PLANT MATERIAL PER FDOT INDEX 544 DETAIL SHEET (2016).

INDEX 544 LANDSCAPE

INDICES 600-660 TRAFFIC CONTROL PLANS

FDOT GENERAL LANDSCAPE NOTES:

1. THERE SHALL BE NO STOCKPILING OF DEBRIS WITHIN FDOT RIGHT-OF-WAY. DEBRIS SHALL BE REMOVED DAILY.
2. CONTRACTOR IS TO COMPLY WITH TOWN OF MIAMI LAKES WHEN CONCERNED WITH WORK HOUR RESTRICTIONS. M-F 8AM-5PM.
3. ALL TRAFFIC CONTROL SIGNAGE SHALL BE REPLACED TO PRE-PROJECT CONDITIONS. LANDSCAPE SHALL NOT INTERFERE WITH VISIBILITY OF SIGNS.
4. PLANS SHALL BE SUBMITTED TO MIAMI-DADE ENGINEERING 30 DAYS PRIOR TO COMMENCEMENT OF WORK FOR SIGNAL SYSTEM INTERCONNECT LOCATION VERIFICATION.
5. ALL AREAS DISTURBED BY HEAVY EQUIPMENT MOBILIZATION (TIRE TRACKS, TRENCHING, BURROW, ETC.) WITHIN FDOT'S SWALE AREAS SHALL BE RESTORED TO ORIGINAL OR BEFORE CONDITIONS. THIS INCLUDES AND NOT LIMITED TO SOD REPLACEMENT AND SOIL SCARIFICATION TO RECOVER PERCOLATION FOLLOWING CONSTRUCTION.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS, FEES, ETC. TO PERFORM WORK.

IRRIGATION AND WATERING NOTES:

1. PROJECT WILL INCLUDE TWO BUBBLERS ON ALL PROPOSED PALMS AND TREES. WATER SOURCE WILL BE FROM A PUMP STATION DRAWING FROM ADJACENT CANAL.



GENERAL LANDSCAPE NOTES:

1. CONTRACTOR SHALL GUARANTEE THAT ALL PLANT MATERIAL WILL SURVIVE FOR A PERIOD OF ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE.
2. CONTRACTOR IS RESPONSIBLE FOR THE MAINTENANCE AND WATERING OF PLANT MATERIAL UNTIL FINAL ACCEPTANCE. CONTRACTOR SHALL PROVIDE EACH NEW TREE OR PALM WITH 45 GALLONS OF WATER DAILY UNTIL IRRIGATION SYSTEM IS FULLY OPERATIONAL. AT A MINIMUM CONTRACTOR SHALL MAINTAIN THE SOIL MOISTURE AT FIELD CAPACITY. FIELD CAPACITY WILL BE DETERMINED FROM A 12" INCH DEEP EXCAVATION WHERE THE SOIL MUST HOLD TOGETHER AND FORM A HAND CLUMP.
3. CONTRACTOR SHALL SUBMIT WRITTEN MAINTENANCE PLAN FOR ESTABLISHMENT PERIOD (FROM PLANTING TO FINAL ACCEPTANCE) INCLUDING WATERING SCHEDULE, TEMPORARY IRRIGATION, FERTILIZATION SCHEDULE, PRUNING ETC. TO OWNER'S REPRESENTATIVE.
4. LOCATION OF ALL UTILITIES AND BASE INFORMATION IS APPROXIMATE. CONTRACTOR SHALL CONTACT THE APPROPRIATE UTILITY COMPANIES AND FDOT OPERATIONS AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF WORK WITHIN FDOT RIGHT OF WAY SO THAT REPRESENTATIVES OF SAID UTILITIES MAY CHECK FOR CONFLICTS AND/OR BE PRESENT TO IDENTIFY KNOWN UTILITIES WITHIN THE PROJECT LIMITS PRIOR TO INITIATING INSTALLATION OF WORK. CONTRACTOR SHALL BE SOLELY RESPONSIBLE TO REPAIR OR REPLACE ANY DAMAGE COMMITTED TO EXISTING ELEMENTS ABOVE OR BELOW GROUND TO ITS ORIGINAL CONDITION AND TO THE SATISFACTION OF THE TOWN.
5. NO UTILITIES WILL BE ADJUSTED. CONTRACTOR SHALL FIELD ADJUST LOCATION OF PLANT MATERIAL AS NECESSARY TO AVOID DAMAGE TO EXISTING UNDERGROUND UTILITIES AND/OR EXISTING ABOVE GROUND ELEMENTS. ALL CHANGES REQUIRED SHALL BE COORDINATED WITH THE TOWN. CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL ABOVE AND BELOW GROUND UTILITIES PRIOR TO COMMENCEMENT OF WORK.
6. CONTRACTOR SHALL FIELD STAKE THE LOCATION OF ALL PLANT MATERIAL PRIOR TO INITIATING INSTALLATION FOR THE REVIEW AND APPROVAL OF THE TOWN.
7. AS DIRECTED BY THE TOWN, CONTRACTOR SHALL SOLELY CLEAN THE WORK AREAS AT THE END OF EACH WORKING DAY. RUBBISH AND DEBRIS SHALL BE COLLECTED AND DISPOSED OF AS DIRECTED DAILY. ALL MATERIALS, PRODUCTS, AND EQUIPMENT SHALL BE STORED IN AN ORGANIZED FASHION.
8. ALL PLANT MATERIAL SHALL BE IN FULL AND STRICT ACCORDANCE WITH FLORIDA NO. 1 GRADE, ACCORDING TO THE LATEST EDITION OF "FLORIDA GRADES AND STANDARDS FOR NURSERY PLANTS" PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.
9. CONTRACTOR SHALL REPLACE SOD/BACKFILL IN ALL AREAS WHERE EXISTING VEGETATION IS REMOVED OR RELOCATED, WHERE EXISTING LAWN AREAS ARE DAMAGED BY HIS WORK, AND WHERE NEW VEGETATION IS INSTALLED (UNLESS OTHERWISE NOTED IN PLANS) WITH SAME GRASS SPECIES TO THE SATISFACTION OF THE TOWN. CONTRACTOR SHALL BE RESPONSIBLE FOR FINISH GRADING ALL SUCH AREAS TO BLEND BOTH ELEVATIONS AND SOD INTO EXISTING SURROUNDING LAWN AREAS.
10. THE CONTRACTOR SHALL PROVIDE UNIT PRICES AS REQUESTED WHICH INCLUDE THE TOTAL COST OF THE WORK INCLUDING BUT NOT LIMITED TO ANY AND ALL COSTS FOR EQUIPMENT, MATERIAL, PRODUCTS, OVERHEAD, PROFIT, GUARANTEES, LABOR, INSTALLATION, ETC. TO PROVIDE A COMPLETE JOB AS OUTLINED ON THE DRAWINGS AND IN THE TECHNICAL SPECIFICATIONS.

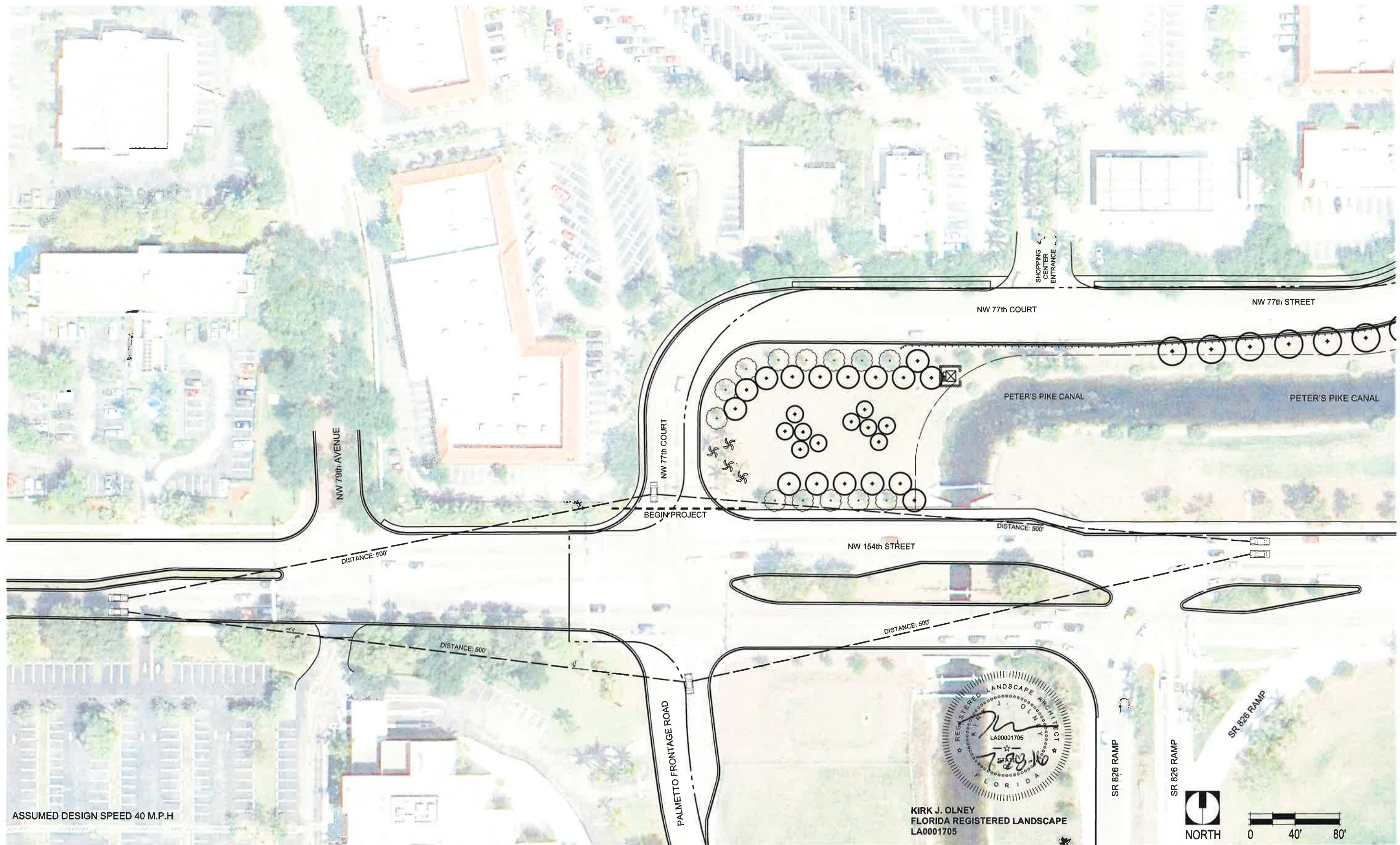
11. ALL MATERIALS, PRODUCTS, AND EQUIPMENT SHALL BE STORED IN AN ORGANIZED FASHION AS DIRECTED BY THE TOWN OR TOWN'S REPRESENTATIVE.
12. CONTRACTOR SHALL PROTECT EXISTING VEGETATION TO REMAIN PER TREE PROTECTION DETAIL IN FDOT INDEX 544.
13. CONTRACTOR AND EMPLOYEE VEHICLE PARKING SHALL BE COORDINATED WITH THE TOWN. SHUTTLING OF EMPLOYEES TO THE PROJECT AREA(S) SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR SHALL NOT DISRUPT OR CONFLICT IN ANY WAY WITH RESIDENCE AND/OR TRAFFIC.
14. THE CONTRACTOR SHALL TAKE WHATEVER MEANS THAT MAY BE NECESSARY TO FULLY UNDERSTAND ALL THE ACCESS ROUTES, CONSTRUCTION SCHEDULES, AND SECURITY CLEARANCES IN ORDER TO PROVIDE A COMPLETE AND FINISHED PROJECT ON SCHEDULE.
15. ALL TREE CALIPER SIZES NOTED ARE MINIMUM. INCREASE SIZE IF NECESSARY TO PROVIDE PLANT SIZE AND SPECIFICATIONS.
16. CONTRACTOR SHALL MULCH ALL NEW PLANT MATERIAL THROUGHOUT AND COMPLETELY PER FDOT SPECIFICATIONS.
17. ANY SUBSTITUTIONS IN SIZE AND/OR PLANT MATERIAL MUST BE APPROVED BY THE TOWN OF MIAMI LAKES.
18. CONTRACTOR SHALL VERIFY PROPER DRAINAGE OF ALL PLANT PITS PRIOR TO INSTALLATION AT A RATE OF ½" WATER IN 15 MINUTES. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING COMPACTED SOIL UNTIL DRAINAGE CRITERIA IS MET.



KIRK J. OLNEY  
FLORIDA REGISTERED LANDSCAPE  
LA0001705

 <div>BERMELLO AJAMIL &amp; PARTNERS INC Architecture Engineering Planning Interior Design Landscape Architecture 2601 South Bayshore Drive . 10th Floor Miami, Florida 33133 (305) 859-2050 Fax (305) 859-9638</div>	FLORIDA HIGHWAY BEAUTIFICATION COUNCIL GRANT APPLICATION						NAME	DATE	SR 826/NW 77th COURT LANDSCAPE & IRRIGATION IMPROVEMENTS	TOWN OF MIAMI LAKES, FLORIDA COMMUNITY AND LEISURE SERVICES		DRAWING TITLE: REFERENCES AND NOTES	SHEET NO. <b>N-1</b>	
	REVISIONS No. 1			REVISIONS No. 2			DESIGNED BY:	KJO				1/25/16		
	DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	CHECKED BY:	RPH				1/25/16		
	06-01-16	KJO	FDOT COMMENTS				SUPERVISED BY:	RPH					APPROVED BY:	DATE:
												SCALE: N/A	DATE: JULY 20, 2016	





BERMELLO AJAMIL & PARTNERS INC  
Architecture Engineering Planning Interior  
Design Landscape Architecture  
2601 South Bayshore Drive . 10th Floor  
Miami, Florida 33133  
(305) 859-2050 Fax (305) 859-9638

FLORIDA HIGHWAY BEAUTIFICATION COUNCIL GRANT APPLICATION

REVISIONS No. 1

DATE BY DESCRIPTION

06-01-16 KJO FDOT COMMENTS

REVISIONS No. 2

DATE BY DESCRIPTION

DESIGNED BY:

CHECKED BY:

SUPERVISED BY:

NAME DATE  
KJO 1/25/16  
RPH 1/25/16  
RPH

SR 826/NW 77th COURT  
LANDSCAPE & IRRIGATION  
IMPROVEMENTS

TOWN OF MIAMI LAKES, FLORIDA  
COMMUNITY AND LEISURE  
SERVICES

APPROVED BY: DATE:



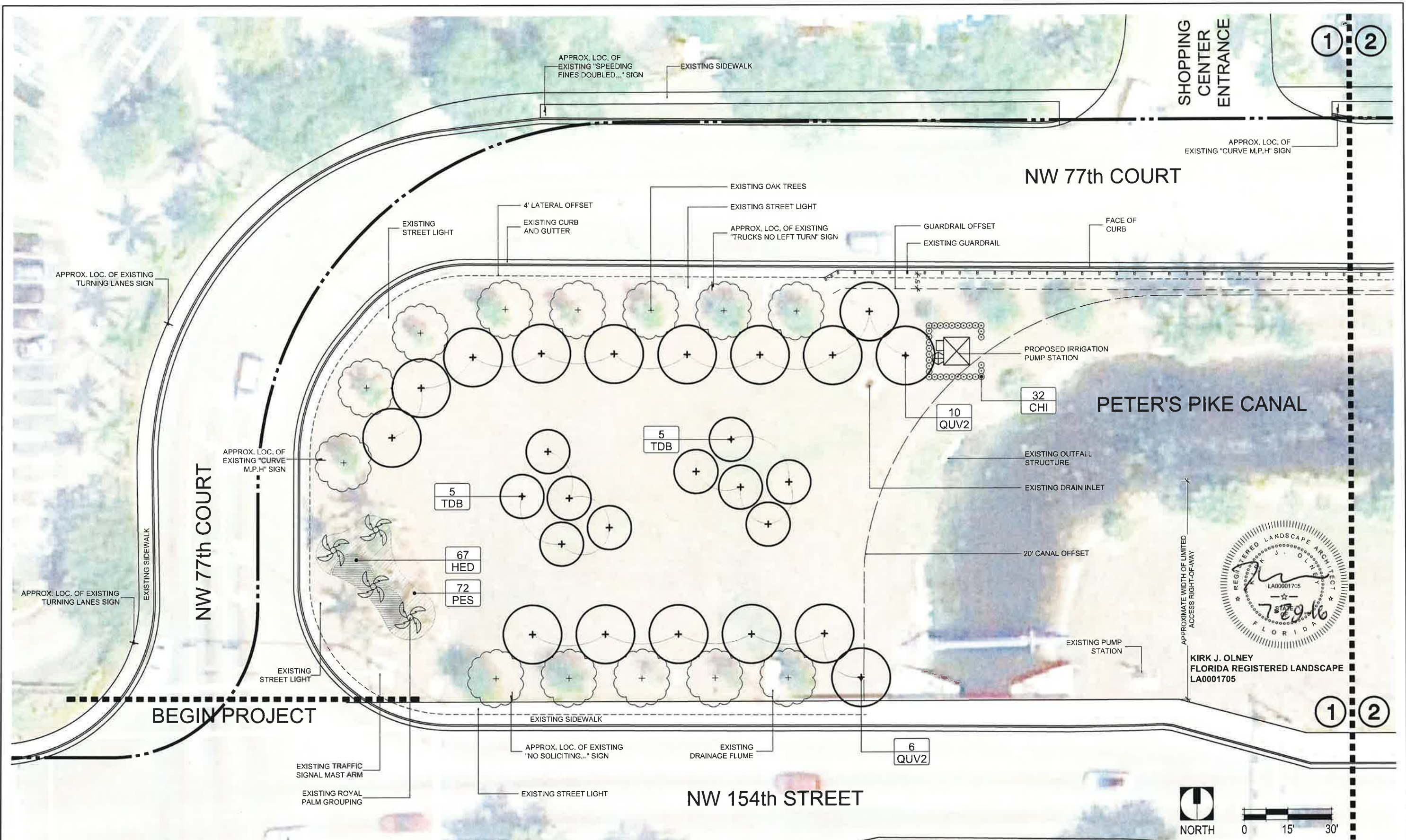
DRAWING TITLE:  
SIGHT DISTANCE  
DIAGRAM



SCALE: 1" = 30'-0"

SHEET NO.  
L-0

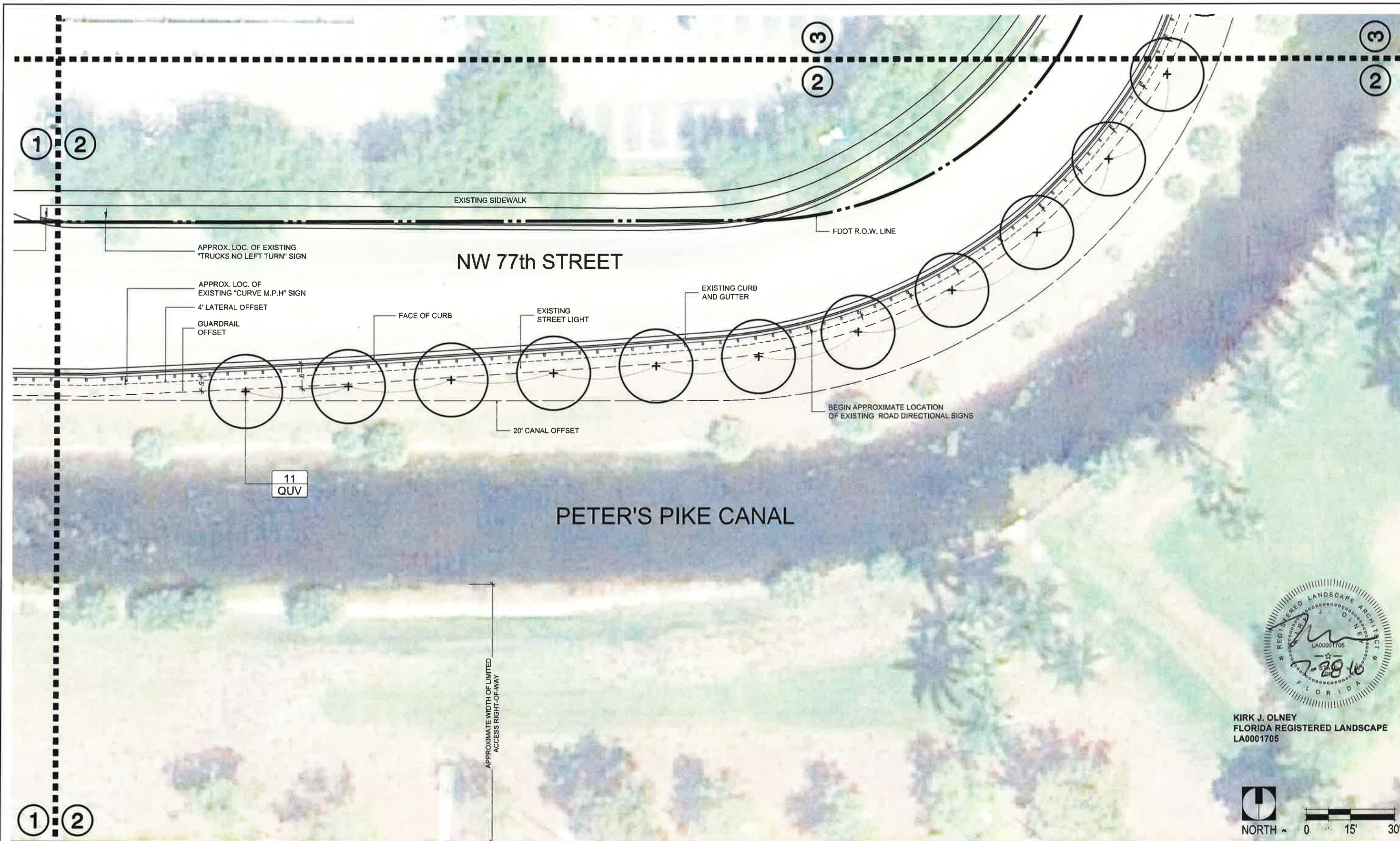
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 <div>BERMELLO AJAMIL &amp; PARTNERS INC Architecture Engineering Planning Interior Design Landscape Architecture 2601 South Bayshore Drive . 10th Floor Miami, Florida 33133 (305) 859-2050 Fax (305) 859-9638</div>	FLORIDA HIGHWAY BEAUTIFICATION COUNCIL GRANT APPLICATION						NAME	DATE	SR 826/NW 77th COURT LANDSCAPE & IRRIGATION IMPROVEMENTS	TOWN OF MIAMI LAKES, FLORIDA COMMUNITY AND LEISURE SERVICES	 <div>MIAMI LAKES <i>Growing Beautifully</i></div>	DRAWING TITLE: LANDSCAPE PLAN	SHEET NO. L-1	
	REVISIONS No. 1			REVISIONS No. 2			DESIGNED BY:	KJO				1/25/16		
	DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	CHECKED BY:	RPH				1/25/16		
	06-01-16	KJO	FDOT COMMENTS				SUPERVISED BY:	RPH						
										APPROVED BY:	DATE:		SCALE: 1" = 30'-0"	DATE: JULY 20, 2016





KIRK J. OLNEY  
FLORIDA REGISTERED LANDSCAPE  
LA0001705



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Architecture Engineering Planning Interior  
Design Landscape Architecture  
2601 South Bayshore Drive . 10th Floor  
Miami, Florida 33133  
(305) 859-2050 Fax (305) 859-9638

FLORIDA HIGHWAY BEAUTIFICATION COUNCIL GRANT APPLICATION								
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SR 826/NW 77th COURT  
LANDSCAPE & IRRIGATION  
IMPROVEMENTS

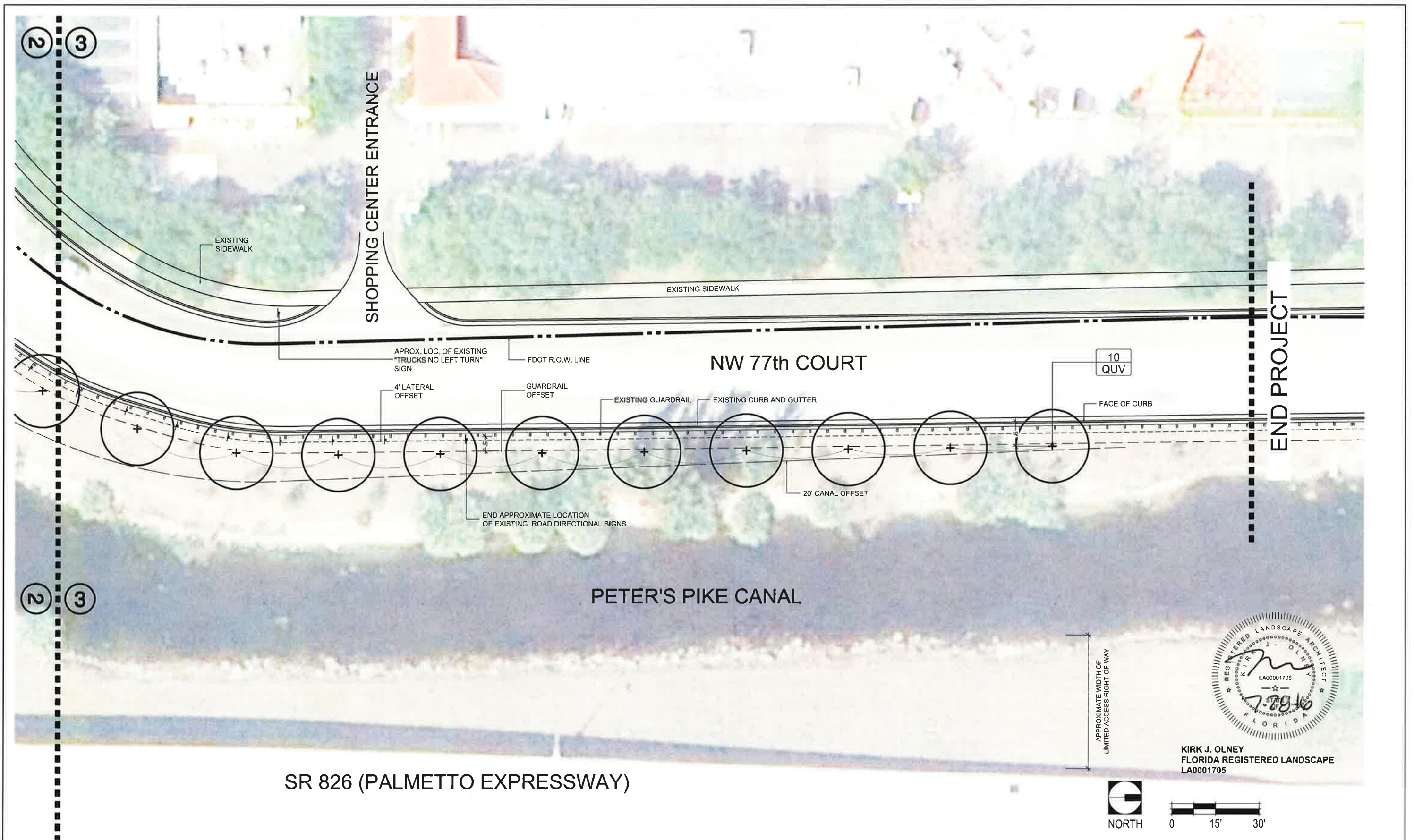
TOWN OF MIAMI LAKES, FLORIDA  
COMMUNITY AND LEISURE  
SERVICES



APPROVED BY: DATE:



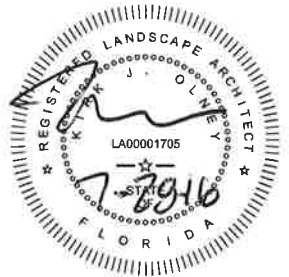
DRAWING TITLE: LANDSCAPE PLAN	SHEET NO. L-2
SCALE: 1" = 30'-0"	DATE: JULY 20, 2016





 BERMELLO AJAMIL & PARTNERS INC Architecture Engineering Planning Interior Design Landscape Architecture 2601 South Bayshore Drive . 10th Floor Miami, Florida 33133 (305) 859-2050 Fax (305) 859-9638	FLORIDA HIGHWAY BEAUTIFICATION COUNCIL GRANT APPLICATION						NAME	DATE	SR 826/NW 77th COURT LANDSCAPE & IRRIGATION IMPROVEMENTS	TOWN OF MIAMI LAKES, FLORIDA COMMUNITY AND LEISURE SERVICES	 MIAMI LAKES Sustainable Community	DRAWING TITLE:	SHEET NO.	
	REVISIONS No. 1			REVISIONS No. 2			DESIGNED BY:	KJO				1/25/16	LANDSCAPE PLAN	L-3
	DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	CHECKED BY:	RPH				1/25/16		
	06-01-16	KJO	FDOT COMMENTS				SUPERVISED BY:	RPH						
												APPROVED BY:	DATE:	SCALE: 1" = 30'-0"

SYMBOL	QUANTITY	SCIENTIFIC NAME	COMMON NAME	INSTALLATION SPECIFICATIONS						TYPICAL MATURE SIZE			NATIVE	DROUGHT TOLERANCE	WIND TOLERANCE
				HEIGHT	SPREAD	CALIPER @ 6" ABOVE FINISH GRADE	CLEAR TRUNK	ROOT BALL	SPACING	HEIGHT	SPREAD	TRUNK DIAMETER			
CANOPY TREES															
TDB	10	Taxodium distichum	Bald Cypress	13' to 14'	6' to 7'	4"	4'-6"	100 gallon	As Shown	35' to 40'	20" to 30"	30"	Yes	High	Moderate to high
QUV	21	Quercus virginiana 'High Rise'	Live Oak	15' to 16'	7' to 8'	4"	5'	B & B	As Shown	60' to 80'	60' to 120'	36" to 54"	Yes	High	Moderate to high
QUV2	16	Quercus virginiana	Live Oak	22'	15'	6"	8'	B & B	As Shown	60' to 80'	60' to 120'	36" to 54"	Yes	High	Moderate to high
SHRUBS & GROUNDCOVER															
CHI	32	Chrysobalanus icaco 'Rep Tip'	Red Tip Cocoplum	30"	20"	N/A	N/A	5 gallon	As Shown	15'	20'	N/A	Yes	High	High
HED	67	Pennisetum setaceum 'Rubrum'	Purple Fountain Grass	24"	24"	N/A	N/A	5 gallon	As Shown	6'	4'	N/A	Yes	High	High
PES	72	Helianthus debilis	Beach Sunflower	12"	12"	N/A	N/A	3 gallon	As Shown	4'	4'	N/A	Yes	High	High
ORGANIC MULCH															
N/A	3	CY	Malaleuca Mulch	APPLIED IN 3' DIAMETER RING AROUND EACH TREE: 3" DEEP; DO NOT MULCH ON TOP OF ROOT BALL											



KIRK J. OLNEY  
FLORIDA REGISTERED LANDSCAPE  
LA0001705



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Design Landscape Architecture  
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Miami, Florida 33133  
(305) 859-2050 Fax (305) 859-9638

FLORIDA HIGHWAY BEAUTIFICATION COUNCIL GRANT APPLICATION

REVISIONS No. 1

DATE	BY	DESCRIPTION
06-01-16	KJO	FDOT COMMENTS

REVISIONS No. 2

DATE	BY	DESCRIPTION

DESIGNED BY:

KJO 1/25/16

CHECKED BY:

RPH 1/25/16

SUPERVISED BY:

RPH

NAME DATE

SR 826/NW 77th COURT  
LANDSCAPE & IRRIGATION  
IMPROVEMENTS

TOWN OF MIAMI LAKES, FLORIDA  
COMMUNITY AND LEISURE  
SERVICES

APPROVED BY: DATE:



DRAWING TITLE:  
PLANT  
MATERIAL LIST

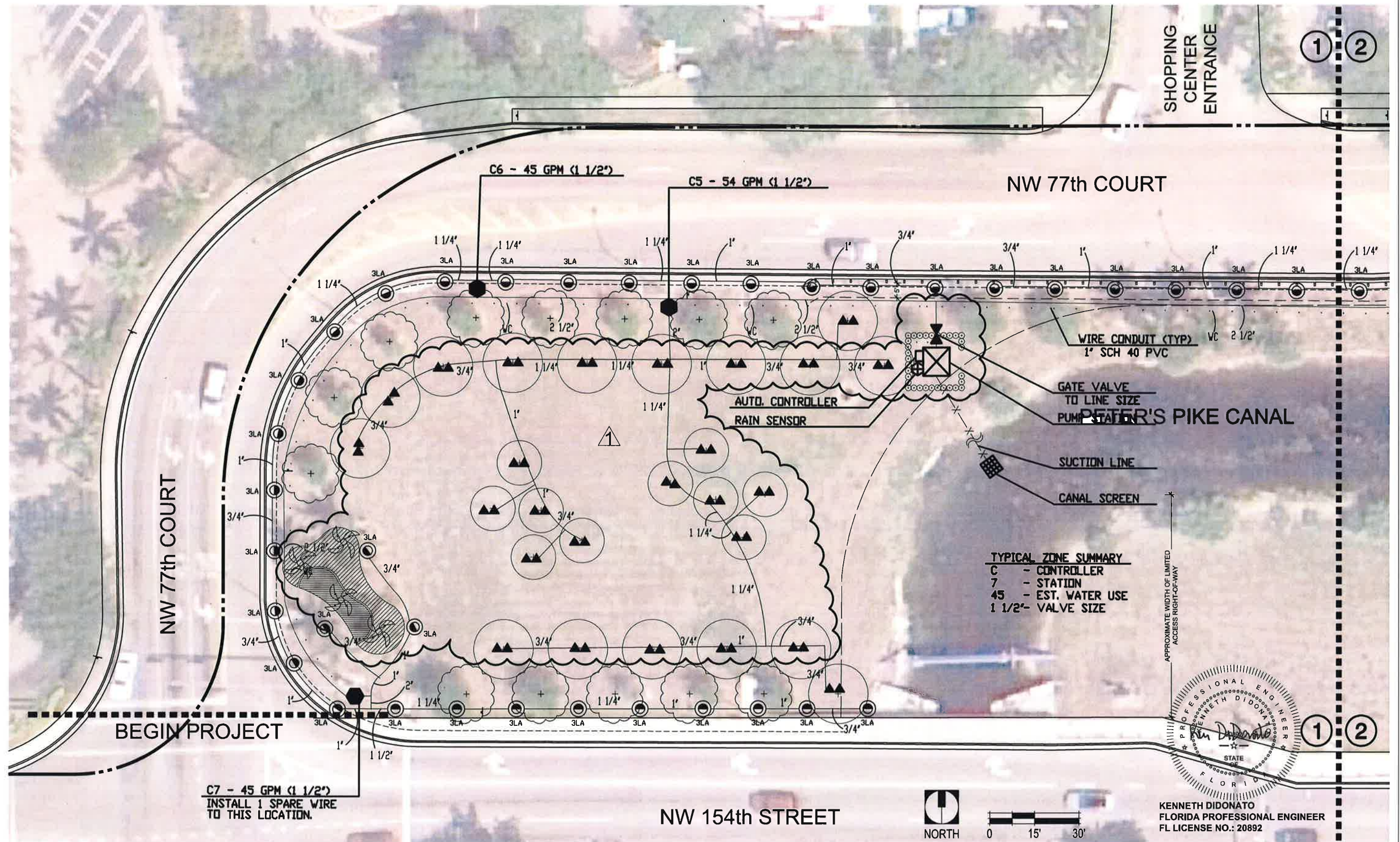
SCALE: AS NOTED

SHEET NO.

L-4

DATE: JULY 20, 2016





BERMELLO AJAMIL & PARTNERS INC.  
Architecture Engineering Planning Interior  
Design Landscape Architecture  
2601 South Bayshore Drive, 10th Floor  
Miami, Florida 33133  
(305) 859-2050 Fax (305) 859-9638

FLORIDA HIGHWAY BEAUTIFICATION COUNCIL GRANT APPLICATION						NAME	DATE
REVISIONS No. 1			REVISIONS No. 2			DESIGNED BY:	KD 2/17/16
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	CHECKED BY:	KD 2/17/16
06-01-16	KJO	FDOT COMMENTS				SUPERVISED BY:	KD

SR 826/NW 77th COURT  
LANDSCAPE & IRRIGATION  
IMPROVEMENTS

TOWN OF MIAMI LAKES, FLORIDA  
COMMUNITY AND LEISURE  
SERVICES

APPROVED BY: DATE:



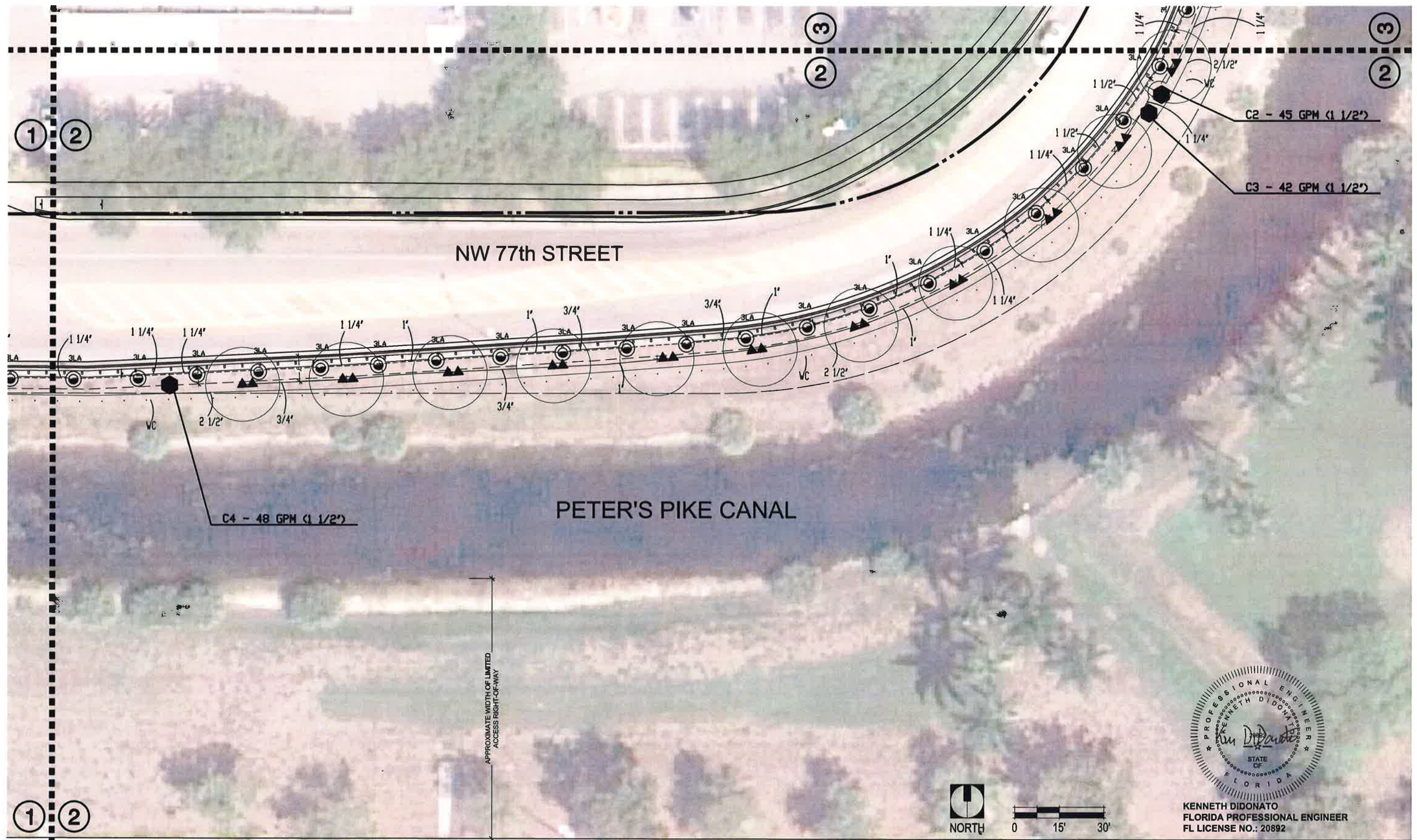
DRAWING TITLE:  
IRRIGATION  
PLAN

SCALE: 1" = 30'-0"

SHEET NO.  
IR-1

DATE: JULY 20, 2016





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#### FLORIDA HIGHWAY BEAUTIFICATION COUNCIL GRANT APPLICATION

REVISIONS No. 1			REVISIONS No. 2			DESIGNED BY:	KD	2/17/16
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	CHECKED BY:	KD	2/17/16
						SUPERVISED BY:	KD	

#### SR 826/NW 77th COURT LANDSCAPE & IRRIGATION IMPROVEMENTS

TOWN OF MIAMI LAKES, FLORIDA  
COMMUNITY AND LEISURE  
SERVICES

APPROVED BY: DATE:



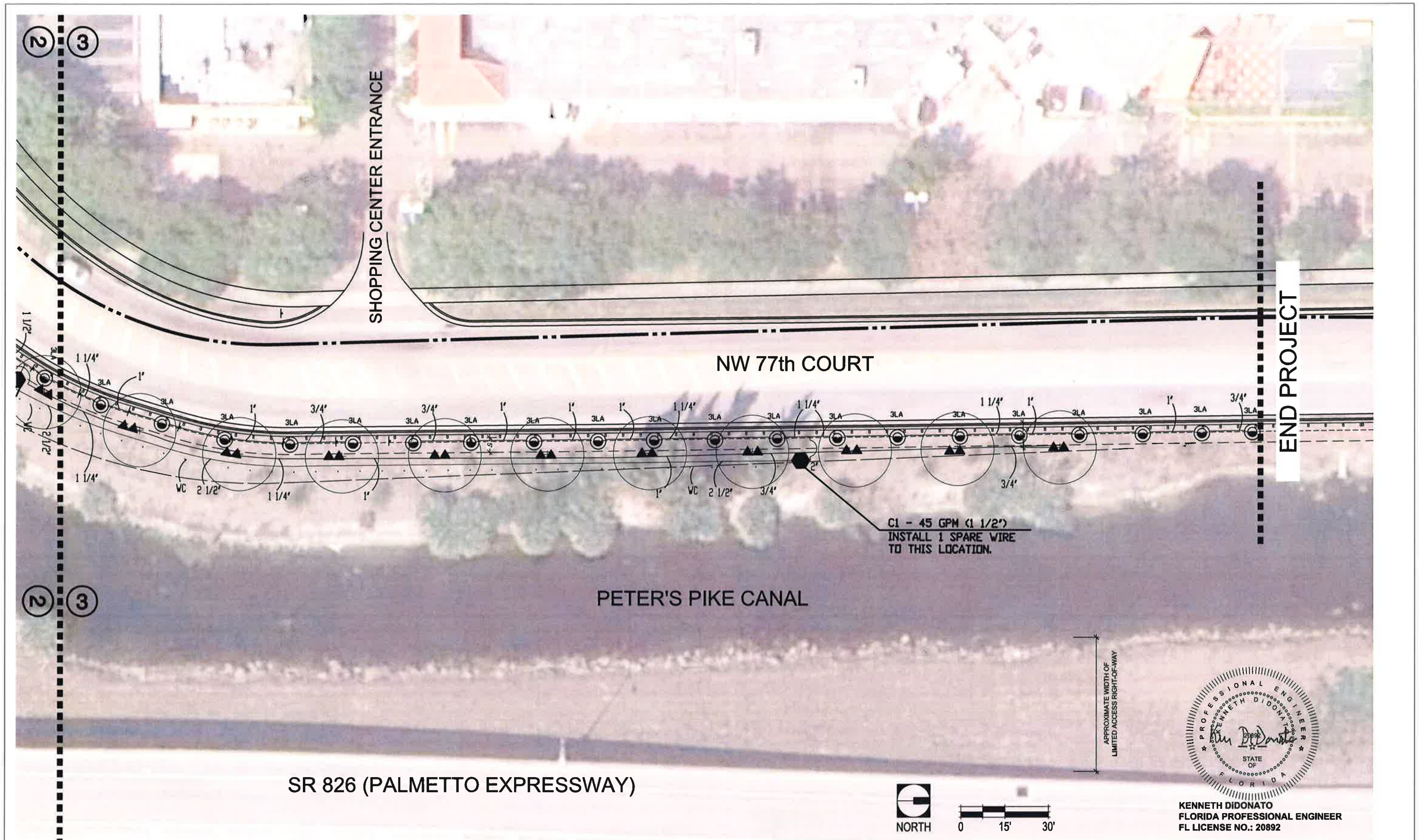
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IRRIGATION  
PLAN



SCALE: 1" = 30'-0"

SHEET NO.  
IR-2

DATE: JULY 20, 2016





 <div>BERMELLO AJAMIL &amp; PARTNERS INC Architecture Engineering Planning Interior Design Landscape Architecture 2601 South Bayshore Drive . 10th Floor Miami, Florida 33133 (305) 859-2050 Fax (305) 859-9638</div>	FLORIDA HIGHWAY BEAUTIFICATION COUNCIL GRANT APPLICATION						NAME	DATE	SR 826/NW 77th COURT LANDSCAPE & IRRIGATION IMPROVEMENTS	TOWN OF MIAMI LAKES, FLORIDA COMMUNITY AND LEISURE SERVICES	 <div>MIAMI LAKES Growing Beautifully</div>	DRAWING TITLE: IRRIGATION PLAN	SHEET NO. IR-3	
	REVISIONS No. 1			REVISIONS No. 2			DESIGNED BY:	KD				2/17/16		
	DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	CHECKED BY:	KD				2/17/16		
							SUPERVISED BY:	KD						
										APPROVED BY:	DATE:		SCALE: 1" = 30'-0"	DATE: JULY 20, 2016



LEGEND

SYMBOL	MODEL NO.	DESCRIPTION	* EST. QUANTITY
▲	1404	RAIN BIRD FLOOD BUBBLER	96
☀3LA	5006-PC-3LA	RAIN BIRD 6" POP-UP ROTOR	76
●	150 PEB	RAIN BIRD 1 1/2" SOLENOID VALVE	07
□-C-	ESPLXBASIC	RAIN BIRD AUTOMATIC CONTROLLER	01
⊕RS	RDS-BEX	RAIN BIRD RAIN SENSOR	01
NOT SHOWN		PAIGE THHN WIRE	
		#12AWG COMMON	1,300 LF
		#14AWG CONTROL	4,200 LF
NOT SHOWN		SCH 40 GALVANIZED STEEL	AS REQUIRED
		SCH 40 PVC	
—•••—		MAIN LINE	1,300 LF
—*—*		SUCTION LINE	AS REQUIRED
—		LATERALS	AS REQUIRED
NOT SHOWN		PVC FITTINGS	AS REQUIRED
* * * * *		WIRE CONDUIT	1,300 LF
→↔←		GATE VALVE (TO LINE SIZE)	01
●,↔		VALVE BOX	08
□-C-		GROUNDING LOCATION	01
■		CANAL SCREEN	01
⊠		PUMP STATION	01

NOTES: ABOVE QUANTITIES ARE FOR COMPARISON ONLY.  
CONTRACTOR SHALL VERIFY PRIOR TO SUBMITTING BID.

ZONE SUMMARY CHART

STA NO.	VALVE	SPRINKLER TYPE	VALVE SIZE	WATER DEMAND	RUN *TIME	WEEKLY USAGE
1	C1	ROTOR	1 1/2"	45 GPM	120 MIN/WK	5,400 GAL/WK
2	C2	ROTOR	1 1/2"	45 GPM	120 MIN/WK	5,400 GAL/WK
3	C3	BUBBLER	1 1/2"	42 GPM	23 MIN/WK	966 GAL/WK
4	C4	ROTOR	1 1/2"	48 GPM	120 MIN/WK	5,760 GAL/WK
5	C5	BUBBLER	1 1/2"	54 GPM	23 MIN/WK	1,242 GAL/WK
6	C6	ROTOR	1 1/2"	45 GPM	120 MIN/WK	5,400 GAL/WK
7	C7	ROTOR	1 1/2"	45 GPM	120 MIN/WK	5,400 GAL/WK

8-12 SPARE  
646 MIN/WK 29,568 GAL/WK

\*TO APPLY 1.5 IN/WK ON SOD AND 45 GAL/WK ON TREES.



KENNETH DIDONATO  
FLORIDA PROFESSIONAL ENGINEER  
FL LICENSE NO.: 20892



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FLORIDA HIGHWAY BEAUTIFICATION COUNCIL GRANT APPLICATION

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DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	CHECKED BY:	KD	2/17/16
						SUPERVISED BY:	KD	

SR 826/NW 77th COURT  
LANDSCAPE & IRRIGATION  
IMPROVEMENTS

TOWN OF MIAMI LAKES, FLORIDA  
COMMUNITY AND LEISURE  
SERVICES



DRAWING TITLE:  
IRRIGATION  
LEGEND

SHEET NO.  
IR-4

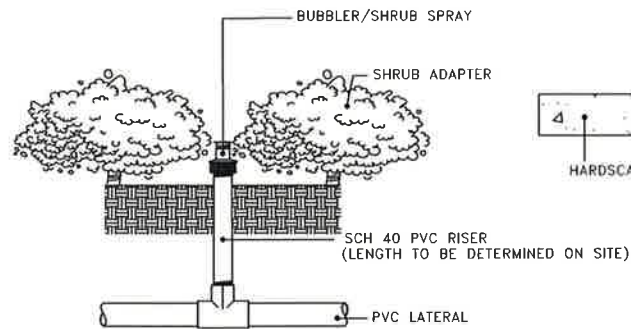
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SCALE: N/A

DATE: JULY 20, 2016

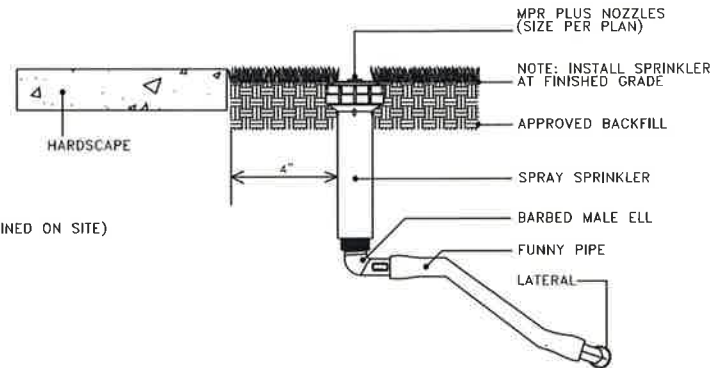
AUTOMATIC IRRIGATION SYSTEM	
WATER DEMAND / ZONE	REFER TO PLAN
WATER SOURCE	CANAL
PRESSURE REQUIRED	50 PSI
PUMPING CAPACITY	50 GPM @ 115 FT.HD

 <div>BERMELLO AJAMIL &amp; PARTNERS INC Architecture Engineering Planning Interior Design Landscape Architecture 2601 South Bayshore Drive . 10th Floor Miami, Florida 33133 (305) 859-2050 Fax (305) 859-9638</div>	FLORIDA HIGHWAY BEAUTIFICATION COUNCIL GRANT APPLICATION						NAME	DATE	SR 826/NW 77th COURT LANDSCAPE & IRRIGATION IMPROVEMENTS	TOWN OF MIAMI LAKES, FLORIDA COMMUNITY AND LEISURE SERVICES		DRAWING TITLE:	SHEET NO.	
	REVISIONS No. 1			REVISIONS No. 2			DESIGNED BY:	KD				2/17/16	IRRIGATION NOTES AND SPECIFICATIONS	IR-5
	DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	CHECKED BY:	KD				2/17/16		
							SUPERVISED BY:	KD						
												APPROVED BY:		



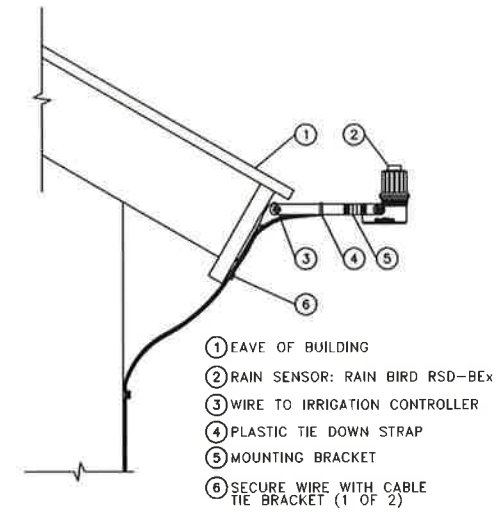
SPRINKLER DETAIL (NTS)

BUBBLER/SHRUB SPRAY  
INSTALLED AT THE BASE OF  
PLANTS FOR LOW LEVEL  
WATERING

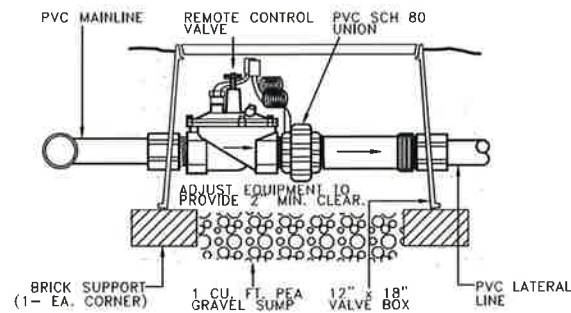


SPRINKLER DETAIL (NTS)

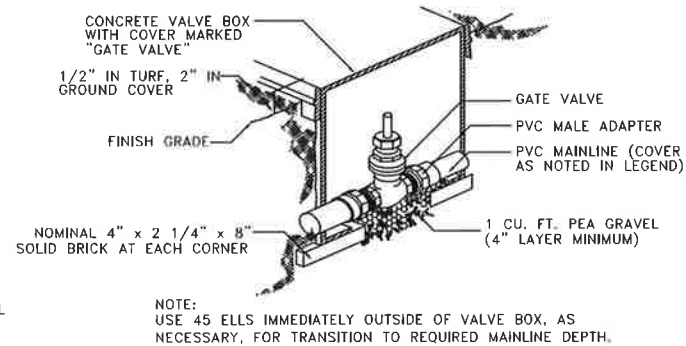
POP-UP SPRAY ON POLY  
PIPE SWING JOINT LOCATED  
IN SOD OR MULCH



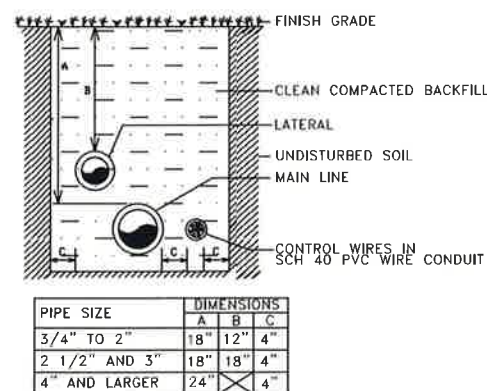
RAIN SENSOR RSD-BEx  
NOT TO SCALE



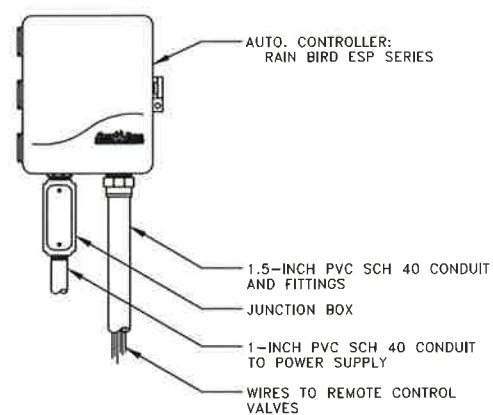
REMOTE CONTROL VALVE DETAIL  
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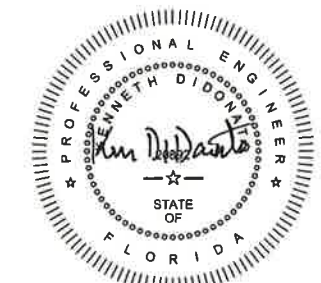
GATE VALVE DETAIL  
NOT TO SCALE



TRENCHING DETAIL (NTS)  
NON-TRAFFIC AREAS



ESP AUTOMATIC CONTROLLER  
NOT TO SCALE



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DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	DESIGNED BY:	KD 2/17/18
						CHECKED BY:	KD 2/17/18
						SUPERVISED BY:	KD

SR 826/NW 77th COURT  
LANDSCAPE & IRRIGATION  
IMPROVEMENTS

TOWN OF MIAMI LAKES, FLORIDA  
COMMUNITY AND LEISURE  
SERVICES



DRAWING TITLE:  
INSTALLATION  
DETAILS

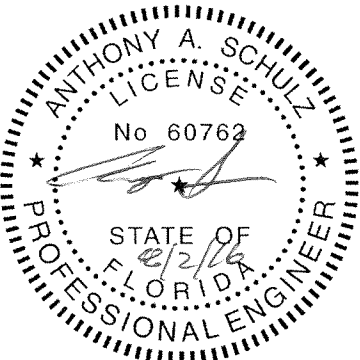
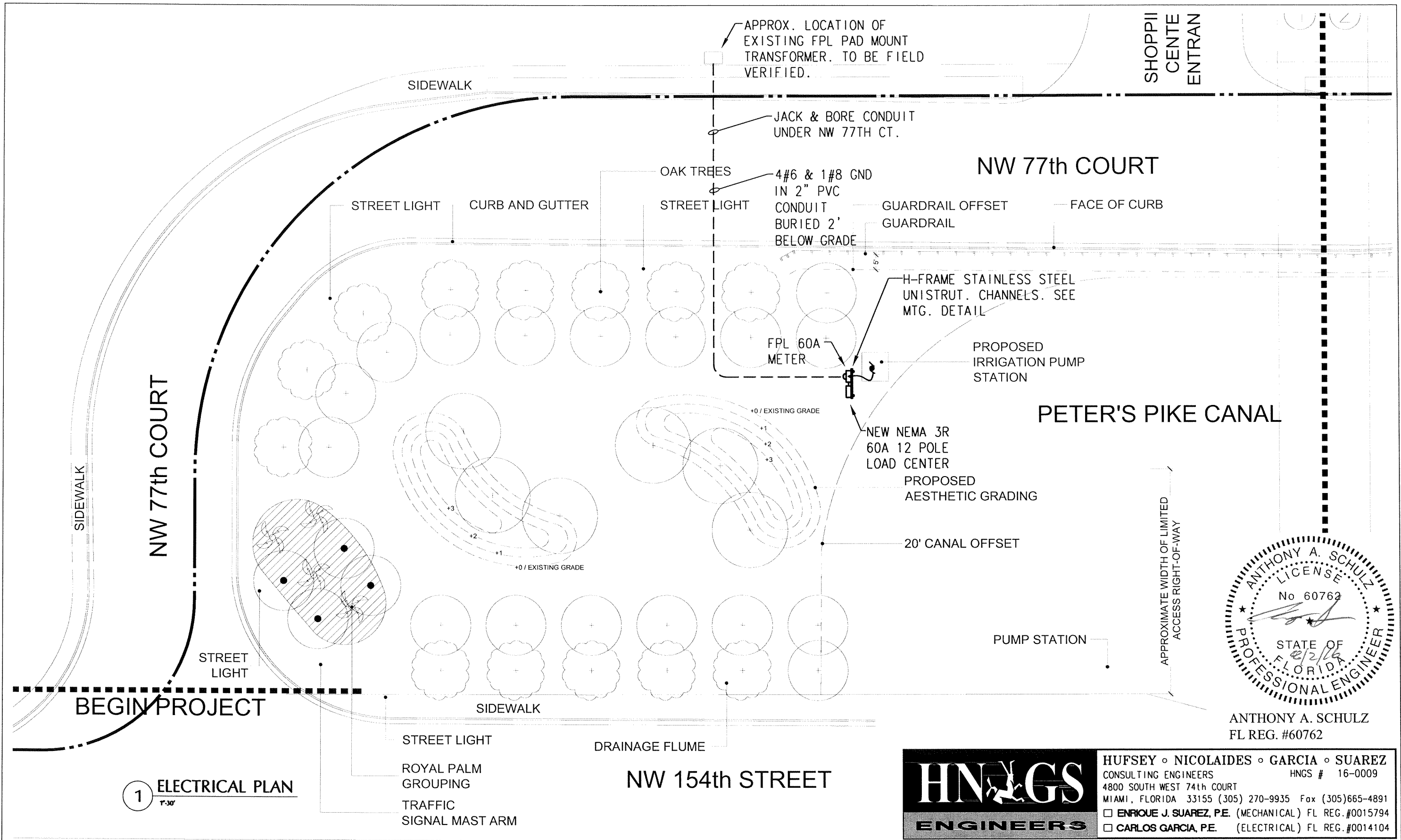
SHEET NO.  
IR-6

APPROVED BY: DATE:


SCALE: N.T.S.

DATE: JULY 20, 2016





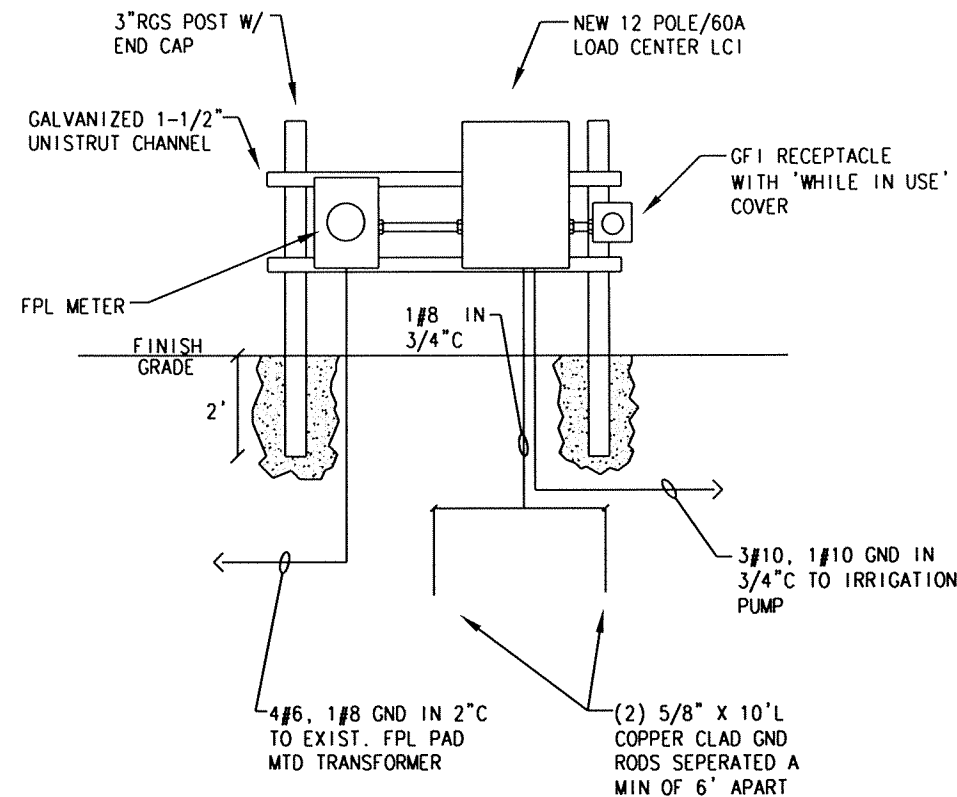


ANTHONY A. SCHULZ  
FL REG. #60762



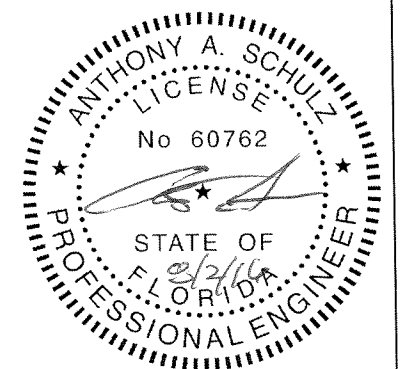
**HUFSEY • NICOLAIDES • GARCIA • SUAREZ**  
CONSULTING ENGINEERS      HNGS # 16-0009  
4800 SOUTH WEST 74th COURT  
MIAMI, FLORIDA 33155 (305) 270-9935 Fax (305) 665-4891  
☐ ENRIQUE J. SUAREZ, P.E. (MECHANICAL) FL REG. #0015794  
☐ CARLOS GARCIA, P.E. (ELECTRICAL) FL REG. #0014104

 <p>BERMELLO AJAMIL &amp; PARTNERS INC Architecture Engineering Planning Interior Design Landscape Architecture 2601 South Bayshore Drive, 10th Floor Miami, Florida 33133 (305) 859-2050 Fax (305) 859-9638</p>	FLORIDA HIGHWAY BEAUTIFICATION COUNCIL GRANT APPLICATION						NAME	DATE	SR 826/NW 77th COURT LANDSCAPE & IRRIGATION IMPROVEMENTS	TOWN OF MIAMI LAKES, FLORIDA COMMUNITY AND LEISURE SERVICES		DRAWING TITLE:	SHEET NO.
	REVISIONS No. 1			REVISIONS No. 2			DESIGNED BY:	KJO				ELECTRICAL PLAN	E-1
	DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	CHECKED BY:	RPH				SCALE: 1" = 30'-0"	DATE: JULY 20, 2016
							SUPERVISED BY:	RPH					



**1 ELECTRICAL RISER / MTG DETAIL**  
NTS

PANEL ' LCI '											
VOLTAGE: 120/208V, 3PH, 4W						TYPE: SIEMENS			MOUNTING SURFACE		
MAIN: 3P-60A MCB						NEMA 3R					
CIRCUIT DESIGNATION	WIRE / COND. SIZE	VOLT AMP.			#	#	WIRE / COND. SIZE	VOLT AMP.			CIRCUIT DESIGNATION
		A	B	C				A	B	C	
IRRIGATION	3	2100			1	2	2#12, 1#12(G) 1/2"C	180			1/20 RECEPTACLE
PUMP			2100		3	4					SPACE
5HP	30			2100	5	6					
SPACE	1/-				7	8					
					9	10					
					11	12					
PHASE A VA 2280						KVA CONNECTED 6.5					
PHASE B VA 2100						AMP CONNECTED 18 AMP					
PHASE C VA 2100											



ANTHONY A. SCHULZ  
FL REG. #60762

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						SUPERVISED

SR 826/NW 77th COURT  
LANDSCAPE & IRRIGATION  
IMPROVEMENTS

TOWN OF MIAMI LAKES, FLORIDA  
COMMUNITY AND LEISURE  
SERVICES

APPROVED BY: DATE:



DRAWING TITLE:  
ELECTRICAL  
RISER / MTG  
DETAIL & SCHED

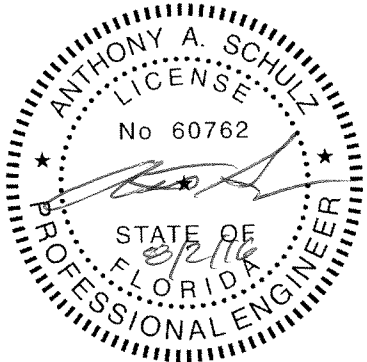
SCALE:

SHEET NO.  
**E-2**  
DATE: JULY 20, 2016

GENERAL ELECTRICAL NOTES

- 1.a) ALL WORK SHALL BE IN ACCORDANCE WITH THE CURRENT ADOPTED EDITION OF THE NATIONAL ELECTRICAL CODE, FLORIDA BUILDING CODE AND OTHER APPLICABLE CODES AND STANDARDS.
- 1.b) IT IS THE CONTRACTOR'S RESPONSIBILITY TO BE FULLY COGNIZANT WITH ALL CODE SECTIONS AS THEY APPLY TO THE WORK/INSTALLATION AT HAND WHETHER OR NOT SHOWN ON THE DRAWINGS BUT REQUIRED BY CODE. IF ANY DISCREPANCY ARISES BETWEEN ANY DESIGN ISSUES AND CODE REQUIREMENTS, CONTRACTOR MUST ADHERE TO THE MOST STRINGENT APPROACH.
- 2.a) THE DRAWINGS ARE DIAGRAMMATIC AND DO NOT SHOW ALL OFFSETS, BENDS AND BOXES REQUIRED TO MAKE A COMPLETE NEAT INSTALLATION IN ACCORDANCE WITH N.E.C.
- 2.b) WHEN CONFLICTS ARISE IN LOCATIONS WIRING DEVICES, ELECTRICAL EQUIPMENT, DISCONNECTS, PANELBOARDS ETC. DUE TO FIELD CONDITION OR IMPROPER FIELD COORDINATION CONTRACTOR SHALL BRING IT TO THE A/E'S ATTENTION AND AT NO EXTRA COST RELOCATE, AND OR EXTEND WITHIN A REASONABLE DISTANCE SUCH ITEM WHICH IS IN CONFLICT. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING LOCATION OF ALL COMPONENT PRIOR TO ROUGH-IN WITH ALL TRADES- NO EXTRAS WILL BE ALLOWED FOR FAILURE TO DO SO.
3. THE CONTRACTOR IS RESPONSIBLE FOR EVALUATING FIELD CONDITIONS BY VISITING THE SITE PRIOR TO COMMENCING/BIDDING WORK.
4. CONTRACTOR IS RESPONSIBLE FOR FURNISHING AND INSTALLING ALL ELECTRICAL SYSTEM COMPONENTS SUCH AS LUMINAIRES, WIRING DEVICES, APPLIANCES, CONTROLS SHOWN ON THE ARCHITECTURAL OR MECHANICAL DRAWINGS.
5. THE CONTRACTOR SHALL SATISFACTORILY REPAIR/REPLACE EQUIPMENT OR PART OF STRUCTURE DAMAGED AS A RESULT OF HIS WORK. SURFACES AND FINISHED AREAS SHALL BE RESTORED TO MATCH ADJACENT AREAS.
6. ALL DEVICES INSTALLED OUTDOORS TO HAVE WEATHERPROOF COVERS.
7. WIRE SIZE SHALL BE #12 THHN/THWN UNLESS OTHERWISE NOTED ON PLANS. CONDUCTORS #6 AND LARGER SHALL BE THWN.
8. ALL CONDUCTORS SHALL BE COPPER.
9. ALL CONDUCTORS SHALL BE RUN IN CONDUIT (METALLIC TYPE). IF PVC SCHEDULE 40 IS USED FOR UNDERGROUND FEEDERS ONLY, AN EQUIPMENT GROUND CONDUCTOR SIZED IN ACCORDANCE WITH N.E.C. 250-122 MUST BE INSTALLED AND CONDUIT SIZE INCREASED AS REQUIRED.
10. ALL MATERIALS SHALL BE U. L. APPROVED.
11. NEW TYPEWRITTEN PANEL TALLY SHALL BE FURNISHED AFTER JOB IS COMPLETED REFLECTING ALL CHANGES AND ADDITIONS.
12. ALL BRANCH CIRCUITS SHALL BE PROPERLY PHASE BALANCED.
13. ALL WIRING DEVICES TO BE HEAVY DUTY SPECIFICATION GRADE WHILE IN USE COVER PLATES EQUAL TO HUBBELL HBL5362W.
14. ALL BRANCH CIRCUITS TO HAVE A GREEN EQUIPMENT GROUNDING CONDUCTOR SIZED AS PER N.E.C. 250.122.
15. FUSES SHALL BE DUAL ELEMENT, TIME DELAY TYPE UNLESS OTHERWISE NOTED.
16. RISERS ARE DIAGRAMMATIC ONLY. THEY DO NOT SHOW EVERY BEND REQUIRED FOR THE INSTALLATION.

17. THIS DRAWING IS A GUIDE FOR THE INSTALLATION OF ELECTRICAL SERVICE. THE ELECTRICAL CONTRACTOR IS RESPONSIBLE TO PROVIDE A FUNCTIONING SYSTEM.
18. ALL CABLES SHALL BE RUN WITHOUT SPLICES EXCEPT OTHERWISE INDICATED.
19. ALL PULL AND JUNCTION BOXES SHALL BE ACCESSIBLE AT ALL TIMES.
20. EXACT POINT AND METHODS OF CONNECTION SHALL BE DETERMINED IN FIELD.
21. ALL WORK SHALL BE DONE IN A NEAT AND WORKMANLIKE MANNER.
22. ALL PANELBOARDS SHALL HAVE COPPER BUS AND BRANCH CIRCUIT BREAKERS SHALL BE OF THE BOLT-ON TYPE. PLUG-IN CIRCUIT BREAKERS WILL NOT BE ACCEPTED.
23. ALL RACEWAY ROUTED, INSULATED CONDUCTORS SYSTEM SHALL BE COLOR CODED AS FOLLOWS:
- |                 |       |
|-----------------|-------|
| 120/208V SYSTEM |       |
| PHASE 'A'       | BLACK |
| PHASE 'B'       | RED   |
| PHASE 'C'       | BLUE  |
| NEUTRAL         | WHITE |
| GROUND          | GREEN |
24. ALL PULL BOXES, HAND HOLES AND MAN HOLES TO HAVE COVER PLATE BOLTED TO FRAME AND BONDED TO THE EQUIPMENT GROUND SYSTEM.
25. CONTRACTOR SHALL INCLUDE IN HIS BID ALL COSTS RELATED TO THE FBC WIND LOAD COMPLIANCE, THE CERTIFICATION OF THE EXTERIOR H-FRAME ASSEMBLIES BY A STRUCTURAL ENGINEER. IF REQUIRED BY LOCAL JURISDICTION.
26. ALL CONDUCTOR SPLICES IN EXTERIOR LOCATED JUNCTION/PULL BOXES EXPOSED TO THE WEATHER TO BE WEATHER SEALED BY USING AN APPROVED METHOD SUCH AS 3M SCOTCHLOCK CONNECTOR EPOXY SEALING PACKS OR SIMILAR.
- 27.a) WHEN THERE IS CONFLICT AS TO OPTIONS TO PERFORM A GIVEN TASK CONTRACTOR SHALL CHOOSE THE MOST COSTLY IN NATURE IN ORIGINAL BID.
- 27.b) WHEN ITEMS ARE REQUIRED BY LOCAL OR NATIONAL CODES CONTRACTOR SHALL INCLUDE THEM WHETHER SHOWN ON THE DRAWINGS OR NOT.
- 28.a) ALL 120/277V BRANCH CIRCUITS SHALL BE INSTALLED WITH INDIVIDUAL NEUTRAL CONDUCTORS PER PHASE UNLESS INSTALLED AS PER METHOD ON NOTE #59b.
- 28.b) IF MULTIWIRED BRANCH CIRCUITS (TWO OR THREE POLE BRANCH CIRCUITS SHARING A COMMON NEUTRAL CONDUCTOR) ARE INSTALLED AT CONTRACTOR'S OPTION, ALL UNGROUNDED CONDUCTORS SHALL BE SIMULTANEOUSLY DISCONNECTED BY PROVIDING 2 POLE OR 3 POLE CIRCUIT BREAKER OR SINGLE POLE BREAKERS WITH APPROVED HANDLE TIES AS REQUIRED PER N.E.C. 210.4.



ANTHONY A. SCHULZ  
FL REG. #60762

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	FLORIDA HIGHWAY BEAUTIFICATION COUNCIL GRANT APPLICATION						NAME	DATE	SR 826/NW 77th COURT LANDSCAPE & IRRIGATION IMPROVEMENTS	TOWN OF MIAMI LAKES, FLORIDA COMMUNITY AND LEISURE SERVICES		DRAWING TITLE:	SHEET NO.
	REVISIONS No. 1			REVISIONS No. 2			DESIGNED BY:	KJO				GENERAL ELECTRICAL NOTES	E-3
	DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	CHECKED BY:	RPH				SCALE:	DATE: JULY 20, 2016
							SUPERVISED BY:	RPH					

# INVITATION TO BID

## FDOT Beautification 77<sup>th</sup> Court Project

**ITB No. 2017-09**



**The Town of Miami Lakes Council:**

**Mayor Michael A. Pizzi, Jr.  
Vice Mayor Timothy Daubert  
Councilmember Manny Cid  
Councilmember Tony Lama  
Councilmember Ceasar Mestre  
Councilmember Frank Mingo  
Councilmember Nelson Rodriguez**

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

<b>Date Advertised</b>	Monday, November 14, 2016
<b>Non-Mandatory Pre-Bid Conference</b>	N/A
<b>Bids Due</b>	11:00 AM, Monday, December 5, 2016

FDOT Beautification 77<sup>th</sup> Court Project  
ITB 2017-09

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## SECTION A. NOTICE TO BIDDERS

**ITB Name:** FDOT Beautification 77<sup>th</sup> Court Project  
**ITB No.:** 2017-09  
**Bids Due:** 11:00AM EST, Monday December 5, 2016

The Town of Miami Lakes (the "Town") will be accepting sealed Bids for the Town's FDOT Beautification 77<sup>th</sup> Court Project ("Project"). Bidders are to submit one (1) original and five (5) copies of their Bid, with original signatures together with a copy of the Bid on a CD-ROM or Flash Drive. **Sealed Bids, including the CD-ROM or Flash Drive must be received by the Town of Miami Lakes, Town Clerk at 6601 Main Street, Miami Lakes, Florida no later than 11:00 A.M. on December 5, 2016.**

This is an FDOT grant-funded project consisting of landscape installation to include sprinkler/irrigation system, soil, plant materials and fertilizer. The total grant and project amount is \$200,000.

### Scope of Work:

The Contractor must furnish all labor, materials, equipment, and supervision required to furnish and install trees, landscaping, and an irrigation system at the project location per the attached project plans and in accordance with all applicable FDOT manuals, guidelines, standards, handbooks, procedures, and current design memorandums and FDOT Standard Index 544 and Standard Specification 580.

Work includes but is not limited to installing trees, irrigation system (which includes, but is not limited to, the locations and sizes of pumps, pump stations, mainlines, lateral lines, irrigation heads, valves, backflow and control devices), hedges, landscaping, sod, planting soil and mulch as required in the project plans. The Work includes delivery, installation grow-in period maintenance (for installed trees and landscaping), and initial irrigation testing and maintenance as applicable to the project.

A written or graphic guide for care and maintenance of the irrigation system after the warranty period shall be provided by the Contractor.

Location: the west side of SR826, east of NW 77 Court, between NW 154th Street to NW 160th Street

### Minimum Qualification Requirements:

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

1. Possess a minimum of three (3) years of experience performing landscape and irrigation installation projects;
2. Provide verifiable client references demonstrating successful completion of at least three (3) landscape and irrigation installation projects with a total project amount of \$100,000 or more performed within the last three (3) years;
3. Be properly registered with the Florida Department of Agriculture and Consumer Services Division of plant industry;
4. Be a certified landscape contractor by the Florida nursery, growers, and landscape association;
5. Be a certified arborist by the International Society of Arboriculture; and
6. Be able to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract.

The Town will consider a Bid as responsive where a Bidder has less than the stipulated minimum number of years of experience solely where the Bidder has undergone a name change and such change of name has been filed with the State of Florida.

Bid Documents are available on the Town's website at [www.miamilakes-fl.gov](http://www.miamilakes-fl.gov) and selecting "Contractual Opportunities" and on [www.DemandStar.com](http://www.DemandStar.com). Any inquiries regarding the Project may be directed to the Town at [procurement@miamilakes-fl.gov](mailto:procurement@miamilakes-fl.gov). Telephone calls or verbal conversations are **not** permitted

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

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

## SECTION B. INSTRUCTIONS TO BIDDERS

### B1. DEFINITION OF TERMS

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



- 18. Final Completion** means the date the Contractor has completed all the Work and submitted all documentation required by the Contract Documents.
- 19. Inspector** means an authorized representative of the Town assigned to make necessary inspections of materials furnished by Design-Build Firm and of the Work performed by the Contractor. The Town, at its sole discretion may hire a professional consultant to perform the inspections.
- 20. Materials** mean goods or equipment incorporated into the Work, or used or consumed in the performance of the Work.
- 21. Project** means a task or series of tasks that the Contractor must complete in accordance with the Contract Documents.
- 22. Project Manager** means the individual assigned by the Town Manager or designee to manage a Project.
- 23. Request for Information (RFI)** means a request from the Contractor seeking an interpretation or clarification relative to the Contract Documents. The RFI, which must be clearly marked RFI, must clearly and concisely set forth the issue(s) or item(s) requiring clarification or interpretation and why the response is required. The RFI must set forth the Contractor's interpretation or understanding of the document(s) in question, along with the reason for such understanding.
- 24. Responsive Bidder** means the Bidder whose Bid conforms in all material respects to the terms and conditions included in the ITB.
- 25. Responsible Bidder** means a Bidder who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
- 26. Subcontractor** means a person, firm or corporation having a direct contract with Contractor, including one who furnishes material, equipment or services necessary to perform the Work.
- 27. Submittal** means the documents prepared and submitted by the Bidder in response to this ITB.
- 28. Substantial Completion** means that point at which the Project is at a level of completion in substantial compliance with the Contract Documents, and is fit for use in its intended purpose. Substantial Compliance will not be deemed to have occurred until any and all governmental entities, with regulatory authority or which have jurisdiction over the Work, have conducted all final inspections, and approved the Work. Beneficial use or occupancy will not be the sole factor in determining whether Substantial Completion has been achieved, unless a temporary certificate of completion has been issued.
- 29. Town** means the Town Council of the Town of Miami Lakes or the Town Manager, as applicable.
- 30. Town Manager** means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.
- 31. Unbalanced Bid** means pricing that is not consistent with pricing in the industry or with market conditions and a comparison to the pricing submitted by other Bidders.
- 32. Work** as used herein refers to all reasonably necessary and inferable labor, material, equipment, and services, whether or not specifically stated, to be provided by the Contractor to fulfill its obligations under the Contract Documents.

## **B2. BID PROCESS**

### **B2.01. GENERAL REQUIREMENTS**

The ITB, Bid Form and any addendum that may be issued constitute the complete set of requirements for this ITB. The Bid Form page(s), and all forms contained in the ITB must be completed, signed, and submitted in accordance with the requirements of Section 1. All Bids must be typewritten or filled in with pen and ink, and must be signed in blue ink by an officer or employee having authority to bind the

company or firm. Errors, corrections, or changes on any document must be initialed by the signatory of the Bid. Bidder will not be allowed to modify its Bid after the opening time and date.

**B2.02. PREPARATION OF BID**

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

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

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

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

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

**B2.03. BID PREPARATION COSTS AND RELATED COSTS**

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

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

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

**B2.04. PRE-BID CONFERENCE**

No pre-bid conference is scheduled for this solicitation.

**B2.05. QUALIFICATION OF BIDDERS**

Bidder, by virtue of submitting its Bid, certifies that it is qualified and capable of performing the Work required under the Contract. To qualify for award, Bidder must meet the minimum qualification requirements stated in Section 1. Bidders must submit a completed Questionnaire Form utilizing the form included in the ITB. Failure to complete and submit this form or to meet the minimum qualifications will result in the Bid being deemed non-responsive. The Town may at its sole discretion allow a Bidder to amend an incomplete Questionnaire during the evaluation process provided that the Bidder has included the Questionnaire in its Bid.

**B2.06. EXAMINATION OF CONTRACT DOCUMENTS**

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

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

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

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

**B2.07. INTERPRETATIONS AND CLARIFICATIONS**

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

**B2.08. POSTPONEMENT OF BID OPENING DATE**

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

**B2.09. ACCEPTANCE OR REJECTION OF BIDS**

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

*a. Unbalanced Bids*

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

**B2.10. WITHDRAWAL OF BID**

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

**B2.11. OPENING OF BIDS**

Bids will be publicly opened at the appointed time and place stated in the ITB and the names of the Bidders will be announced. The Town at its sole option may read the Bid prices. Late Bids will not be

opened. Town staff is not responsible for the premature opening of a Bid if the Bid is not properly sealed, addressed and labeled. Bidders or their authorized agents are invited to be present at the Bid opening. Any additional information on the Bid Submittals will be made available in accordance with Florida Statute 119.071, Paragraph (b) of subsection (1), item 2, as amended. Review of the Bid Submittals by Town staff will determine the lowest responsive and responsible Bidder(s).

**B2.12. LOCAL PREFERENCE**

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

**B2.13. TIE BIDS**

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

**B2.14. AWARD OF CONTRACT(S)**

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

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

**B2.15. BID PROTEST PROCESS**

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

**B2.16. EXECUTION OF CONTRACT**

The Successful Bidder must, within fourteen (14) calendar days after receiving a Notice of Award, sign and deliver to the Town the Contract attached hereto together with the acceptable bonds as required in this ITB.

**B3. REQUIRED FORMS & AFFIDAVITS**

**B3.01. COLLUSION**

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

**B3.02. RELATIONSHIPS WITH THE TOWN AFFIDAVIT**

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

**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 found in Section H, Required Attachments, 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.

## SECTION C. GENERAL TERMS AND CONDITIONS

### C1. PRELIMINARY STEPS TO STARTING THE WORK

#### C1.01. CONTRACTOR'S PRE-START REPRESENTATION

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

#### C1.02. PRE-CONSTRUCTION CONFERENCE

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

#### C1.03. PROJECT SCHEDULE

Contractor must submit a proposed Project schedule as follows:

1. Schedule identifying the schedule for each of the tasks required to complete the Project. The proposed Project schedule must be submitted within ten (10) calendar days of the Notice of Award and such submittal will be subject to the Project Manager's review. Subsequent to such review of said schedule the Contractor will establish said schedule as the baseline schedule.
2. All updates of schedules must be tracked against the baseline schedule and must be at a minimum submitted with each pay application. An updated schedule against the baseline must also be submitted upon execution of each change order that impacts the Contract Documents Time for completion. Failure to submit such schedules will result in the rejection of any submitted payment application.
3. All Project Schedules must be prepared in Microsoft Project 2007 or earlier unless otherwise approved by the Project Manager. At the time of submission of schedules, Contractor must submit a hard copy as well as an electronic version. Electronic versions must not be submitted in a .pdf format.

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

#### C1.04. SCHEDULE OF VALUES

The Contractor must submit two copies of a Schedule of Values, which must be submitted within fourteen (14) calendar days of the issuance of the Notice of Award. The Schedule of Values shall indicate a complete breakdown of labor and material of all categories of Work on the Project. Contractor's overhead and profit should be listed as separate line items. Each line item must be identified with the number and title of the major specification section or major components of the

items. The Project Manager may require further breakdown after review of the Contractor's submittal. The Town reserves the right to require such information from the Contractor as may be necessary to determine the accuracy of the Schedule of Values. **The combined total value for mobilization under the Schedule of Values shall not exceed 5% of the value of the Contract.**

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

**C1.05. CONSTRUCTION PHOTOGRAPHS**

Prior to commencement of the Work the Contractor must take digital photographs and color audio-video recording to document existing conditions and submit copies in an acceptable format to the Town prior to commencement of the Work. Contractor must submit with each application for payment photographs that accurately reflect the progress of all aspects of the Work. The number of photographs to be taken will be based on the magnitude of the Work being performed. Contractor must submit one copy of each photograph in print and digitally.

**C1.06. STAGING SITE**

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

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

**C1.07. COORDINATION WITH TOWN RESIDENTS**

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

**C2. GENERAL REQUIREMENTS**

**C2.01. GENERAL REQUIREMENTS**

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

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

The Contractor agrees to adjust staffing levels or to replace any staff personnel if so requested by the Town Manager or designee, should the Town Manager or designee make a determination that said staffing is unacceptable or that any individual is not performing in a manner consistent with the requirements for such a position.

The Contractor represents that its staff personnel have the proper skills, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses necessary to perform the Work, in a competent and professional manner.

The Contractor must at all times cooperate with the Town, or the Consultant (if any) and coordinate its respective Work efforts to most effectively and efficiently progress the performance of the Work.

The Town, the Consultant (if any) and other agencies authorized by the Town, must have full access to the Project site at all times.

The apparent silence of the Contract Documents as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished, will be regarded as meaning that only best practices are to prevail and only materials and workmanship of the best quality are to be used in the performance of the Work.

**C2.02. RULES AND REGULATIONS**

The Contractor must comply with all laws and regulations applicable to provision of services specified in the Contract Documents. The Contractor must be familiar with all federal, state and local laws, rules, regulations, codes, and ordinances that affect the Work.

Where portions of the Work traverse or cross federal, state, county or local highways, roads, streets, or waterways, and the agency in control of such property has established standard specifications, rules or regulations governing items of Work that differ from these specifications, the most stringent specifications, rules and regulations will apply.

**C2.03. HOURS FOR PERFORMING WORK**

All Work must be performed in accordance with the Town's Noise Ordinance No. 04-50. All Work Hours must be submitted for written approval by the Project Manager before commencement of the Work.

**C2.04. SUBCONTRACTORS**

Contractor is solely responsible for all acts and omissions of its Subcontractors. Nothing in the Contract Documents creates any contractual relationship between any Subcontractor and the Town. Contractor is responsible for the timely payment of its Subcontractors and suppliers as required by Florida Statute Chapter 218.735. Failure to comply with these payment requirements will place the Contractor in default of the Contract.

Contractor must not employ any subcontractor against whom Town may have a reasonable objection.

Contractor must utilize the Subcontractors identified in its Bid submission. The replacement, addition, or deletion of any Subcontractor(s) will be subject to the prior written approval of the Project Manager.

For purposes of this Project, Subcontractors must comply with the terms of Section D10, E-Verify.

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

**C2.05. CONSULTANT SERVICES**

The Town, at its sole discretion may hire a Consultant who may serve as the Town's representative for the Project. Where a Consultant has been identified, the Consultant and the Project Manager will both have authority to act on behalf of the Town to the extent provided in the Contract Documents and as outlined in Article 3.32, Authority of the Project Manager, of the General Terms and Conditions, where such authority has been delegated in writing by the Town Manager.



C2.06. AUTHORITY OF THE PROJECT MANAGER

The Town Manager hereby authorizes the Project Manager to determine, all questions of any nature whatsoever arising out of, under or in connection with, or in any way relating to or on account of the Work, and questions as to the interpretation of the Work to be performed under the Contract Documents. The Project Manager may delegate some of the authority contained in this Article to the Consultant.

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

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

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

All interpretations and recommendations of the Project Manager and Consultant will be consistent with the intent of the Contract Documents.

Interpretation of the Contract terms and conditions will be issued by the Town's Procurement Manager.

The Project Manager and Consultant will have authority to reject Work that does not conform to the Contract Documents. Whenever, in their opinion, it is considered necessary or advisable to ensure the proper completion of the Work the Project Manager or Consultant have authority to require special inspections or testing of the Work, whether or not such Work is fabricated, installed or completed.

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

The Project Manager is not responsible for the acts or omissions of the Contractor, any Subcontractor, or any of their agents or employees, or any other persons performing any of the Work.

C2.07. HURRICANE PREPAREDNESS

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

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

Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Town has directed such suspension, will entitle the Contractor to additional Contract time as non-compensable, Excusable Delay, and will not give rise to a claim for compensable delay.

C2.08. INDEPENDENT CONTRACTOR

The Contractor is engaged as an independent business and agrees to perform Work as an independent contractor. In accordance with the status of an independent contractor, the Contractor covenants and agrees that the Contractor will conduct business in a manner consistent with that status, that the Contractor will not claim to be an officer or employee of the Town for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: worker's compensation coverage; unemployment insurance benefits; social security coverage; retirement membership, or credit.

C2.09. THIRD PARTY BENEFICIARIES

Neither Contractor nor Town intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party will be entitled to assert a claim against either of them based upon this Contract.

C2.10. ASSIGNMENT OR SALE OF CONTRACT

The performance of this Contract will not be transferred pledged, sold, delegated or assigned, in whole or in part, by the Contractor without the prior written consent of the Town. It is understood that a sale of the majority of the stock or partnership shares of the Contractor, a merger or bulk sale, an assignment for the benefit of creditors will each be deemed transactions that would constitute an assignment or sale hereunder. The Town may request any information it deems necessary to review any request for assignment or sale of the Contract.

The Contractor must notify the Project Manager prior to any Assignment of the Contract, which must be approved by the Town for the transfer of the Contract. The Town may, at its sole discretion, elect not to approve the transfer of the Contract, which will result in the Contract being terminated in accordance with the Termination for Convenience provision of the Contract. Any transfer without Town approval will be cause for the Town to terminate this Contract for default and the Contractor will have no recourse from such termination.

Nothing herein will either restrict the right of the Contractor to assign monies due to, or to become due or be construed to hinder, prevent or affect any assignment by the Contractor for the benefit of its creditors, made pursuant to applicable law.

C2.11. TIME OF COMPLETION

Time is of the essence with regard to completion of the Work to be performed under the Contract. Delays and extensions of time may be allowed only in accordance with the provisions of the Contract. The time allowed for completion of the work will be stated in the Bid.

C2.12. APPLICABLE LAW AND VENUE OF LITIGATION

This Contract will be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions the sole venue will be Miami-Dade County, Florida.

C2.13. NON-EXCLUSIVE CONTRACT

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

C2.14. SEVERABILITY

In the event any provision of the Contract Documents is determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision will be excised from this Contract, and the remainder of the Contract Documents will continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially

and adversely affect the rights of either party, such party may elect, at its option, to terminate the Contract in its entirety. An election to terminate the Contract based upon this provision must be made within seven (7) calendar days after the finding by the Court becomes final.

C2.15. CONTRACT DOCUMENTS CONTAINS ALL TERMS

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

C2.16. ENTIRE AGREEMENT

The Contract Documents, as they may be amended from time to time, represent the entire and integrated Contract between the Town and the Contractor and supersede all prior negotiations, representations or agreements, written or oral. This Contract may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed with the same formality and equal dignity herewith. Waiver by either party of a breach of any provision of the Contract Documents will not be deemed to be a waiver of any other breach of any provision of the Contract Documents.

C2.17. INTENTION OF THE TOWN

It is the intent of the Town to describe in the ITB the Work to be completed in accordance with all codes and regulations governing all the Work to be performed under this Contract. Any work, labor, materials and/or equipment that may reasonably be inferred from the Contract as being required to produce the intended results must be supplied by Contractor whether or not specifically called for in the Contract Documents. Where words, which have well-known technical or trade meanings are used to describe Work, materials or equipment, such words will be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, will mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids and Contractor must comply therewith. Town will have no duties other than those duties and obligations expressly set forth within the Contract Documents.

C2.18. NOTICES

Whenever either party desires to give written notice to the other relating to the Contract, such must be addressed to the party for whom it is intended at the place specified below; and the place for giving the notice will remain until it has been changed by written notice in compliance with the provisions of this Article. Notice will be deemed given on the date received or within 3 days of mailing, if mailed through the United States Postal Service. Notice will be deemed given on the date sent via e-mail or facsimile. Notice will be deemed given via courier/delivery service upon the initial delivery date by the courier/delivery service. For the present, the parties designate the following as the respective places for giving of notice:

For Town:

Mr. Alex Rey  
Town Manager  
Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014  
reya@miamilakes-fl.gov

Mr. Raul Gestesi  
Town Attorney  
Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014

For Contractor:

Space intentionally left blank

During the Work the Contractor must maintain continuing communications with designated Town representative(s). The Contractor must keep the Town fully informed as to the progress of the Work under the Contract.

**C2.19. PRIORITY OF PROVISIONS**

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

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

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

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

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

**C2.20. ROYALTIES AND PATENTS**

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

**C2.21. OWNERSHIP OF THE WORK**

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

### **C3. INDEMNITY & INSURANCE**

#### **C3.01. INDEMNIFICATION**

The Contractor must indemnify and hold harmless the Town, its officers, agents and employees from and against all liability, claims, damages, losses and expenses, including reasonable attorney's fees and costs at both trial and appellate levels arising out of or resulting from the performance of the Work under this Contract, caused by negligence, recklessness, intentional misconduct, or any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable. The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Contractor will in no way limit the responsibility to indemnify, keep and save harmless and defend the Town or its officers, employees, agents and instrumentalities as herein provided.

The Contractor agrees and recognizes that the Town will not be held liable or responsible for any claims which may result from any actions or omissions of the Contractor in which the Town participated either through review or concurrence of the Contractor's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the Contractor, the Town in no way assumes or shares any responsibility or liability of the Contractor or Subcontractor, under this Contract. The Contractor will defend the Town or provide for such defense at its own expense, at the Town's option.

This indemnification obligation will survive the expiration or termination of this Contract.

The Town has provided specific consideration for the indemnification of \$10.00 from the sums due to the Contractor under this Contract.

#### **C3.02. CONTRACTOR'S RESPONSIBILITY FOR DAMAGES TO THE WORK**

Contractor accepts full responsibility for Work against all losses or damages of whatever nature sustained until acceptance by Town Manager or designee, and must promptly repair or replace, at no additional cost to the Town any Work, materials, equipment, or supplies damaged, lost, stolen, or destroyed from any cause whatsoever.

Contractor is full responsible for Work against all losses or damages of whatever nature sustained until acceptance by Town, and must promptly repair or replace, at no additional cost to the Town any Work, materials, equipment, or supplies damaged, lost, stolen, or destroyed from any cause whatsoever.

#### **C3.03. DEFENSE OF CLAIMS**

Should any claim be made or any legal action brought in any way relating to the Work under the Contract, the Contractor will diligently render to the Town any and all assistance which the Town may require of the Contractor.

#### **C3.04. INSURANCE**

Without limiting any of the other obligations or liabilities of Contractor, the Contractor must secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance must be qualified to do business in the State of Florida, be rated "B" as to management and "Class V" as to strength or better as rated by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, The insurance carrier must have agents upon whom service of process may be made in the State of Florida. The insurance coverage will be primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained by the Town will be in excess of the Contractor's insurance and will not contribute to the Contractor's insurance. The insurance coverages must include a minimum of:

a. *Worker's Compensation and Employer's Liability Insurance:*

Coverage to apply for all employees for statutory limits as required by the State of Florida's Statutory Workers' Compensation Law and all applicable Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$500,000 each accident and a waiver of subrogation.

b. *Employer's Liability:*

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

c. *Comprehensive Business Automobile and Vehicle Liability Insurance:*

This insurance must be written in comprehensive form and must protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and must cover operation with respect to onsite and offsite operations and insurance coverage must extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability must not be less than \$500,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

d. *Commercial General Liability ("CGL").*

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

1. Products and/or Completed Operations for contracts with an Aggregate Limit of **One Million Dollars (\$1,000,000)** per project. Contractor must maintain in force until at least three years after completion of all Work required under the Contract, coverage for Products and Completed Operations, including Broad Form Property Damage.
2. Personal and Advertising Injury with an aggregate limit of **One Million Dollars (\$1,000,000)**.
3. CGL Required Endorsements
  - a. Employees included as insured
  - b. Contingent Liability/Independent Contractors Coverage
  - c. Contractual Liability
  - d. Waiver of Subrogation
  - e. Premises and/or Operations

- f. Explosion, Collapse and Underground Hazards (if not specifically covered under the policy)
- g. Loading and Unloading
- h. Mobile Equipment (Contractor's Equipment) whether owned, leased, borrowed or rented by Contractor or employees of the Contractor.

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

*e. Certificate of Insurance*

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

*f. Additional Insured*

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

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

## **C4. SITE ISSUES**

### **C4.01. SITE INVESTIGATION AND REPRESENTATION**

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

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

responsibility is assumed by the Town for their accuracy or completeness. No request for additional compensation or Contract time resulting from encountering utilities not shown will be considered.

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

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

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

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

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

#### C4.02. METHOD OF PERFORMING THE WORK

The apparent silence of the Contract Documents as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished, will be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of the Contract Documents will be made upon that basis.

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

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

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

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



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

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

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

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

#### C4.03. DIFFERING SITE CONDITIONS

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

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

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

The Contractor must continuously maintain adequate protection of all its Work from all losses or damage and must protect public and private property, and utilities from injury or loss arising in

connection with the Work, and take all necessary precautions to prevent accidents, injuries, or damage to persons or property on or near the Work.

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

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

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

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

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

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

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

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

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

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

**C4.06. ACCESS TO WATER AND UTILITIES**

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

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

The Contractor is responsible for distribution of water to the areas of planting. If there is no source of potable water available at the job site approved for use, then the Contractor will be responsible for

bringing in a water truck or tank for hand watering. If during the planting, water availability previously agreed to, is curtailed, the Contractor must notify, in writing within 24 hours, the Town of the condition and, if the Contractor deems necessary, his or her intent to cease work until water is restored. For trees already installed prior to cut-off of water availability, the Contractor will continue to be responsible for providing water as required by specifications.

Contractor must provide the Project Manager with a scheduling for the watering of all trees and palms previously planted that are within the required watering period. The watering schedule must be provided on a monthly basis with the Contractor's invoice.

**C4.07. COORDINATION OF THE WORK**

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

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

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

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

**C4.08. ACCESS TO THE PROJECT SITE(S)**

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

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

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

Contractor must, at all times, keep the Work site(s) free from accumulation of excess materials, waste materials or rubbish caused by its operations. At the completion of Work at a work site(s), Contractor must remove all its excess materials, waste materials and rubbish from and about the Project(s) as well as any tools, equipment, machinery and surplus materials or supplies. If Contractor fails to clean up during the performance of the Work or at the completion of the Work, Town may do so and the cost incurred will be charged to the Contractor. Any combustible waste materials must be removed from the work site(s) at the end of each day. Any paved areas including curbs and sidewalks which have

been strewn with soil, sod waste, fertilizer or other waste must be thoroughly swept. The Town is not required to supply areas or facilities for storage or removal of waste on-site.

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

**C4.10. SANITARY PROVISIONS**

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

**C4.11. MAINTENANCE OF TRAFFIC**

Any Work performed in the public right-of-way will require the prior approval of the appropriate public agencies. These public agencies include, but are not limited to, the Town, Miami-Dade County Public Works Department, and FDOT. Contractor will not be entitled to any additional compensation for Work performed in the public right-of-way, except for the cost of any required use of police officers, which reimbursement is addressed in the Contract.

Prior to commencing any Work the Contractor must install warning signs and any other warning and safety devices advising motorist and pedestrians of Work being performed. All signs must be temporary and must be removed at the end of the day or at the end of the completion of the Work, whichever is shorter.

The following guidelines must be followed during each maintenance operation:

**1. When no lanes are blocked:**

- a. All Contractor vehicles must have beacons and flashes on.
- b. **“MEN WORKING”** signs must be set up before starting operations.
  - On two lane roads: one (1) sign must be posted at each end of site, for each direction of travel (total of two (2) signs).
  - On four lane roads two (2) signs at each end of site (one on median and one on shoulder) for each direction of travel (total of four (4) signs).
  - Orange safety cones must be set at edges of travel lanes in the immediate area of work.
- c. Vehicles will be parked next to median at the transition area of left turn lanes. Orange traffic cones must be placed from the start of transition of the left turn lane to the front of vehicle at fifteen feet (15') intervals.

**2. When a lane is to be blocked:**

- a. No traffic lane may be blocked for any period between the hours of 7:00 to 10:00 AM and 3:30 to 7:00 PM.
- b. No traffic lanes may be blocked for a period longer than fifteen (15) minutes, unless a Maintenance of Traffic (M.O.T.) Plan has been approved at least twenty-four (24) hours in advance.

c. A traffic lane may be blocked for up to fifteen (15) minutes, if absolutely necessary. However, the following M.O.T. must be followed:

- Flagmen must be posted at the edge of the travel lane at least five hundred (500) feet prior to start of transition.
- There must be a minimum of two hundred (200) feet transition with traffic cones, prior to lane closure. It is recommended that vehicle-blocking lane have a flashing arrow board.

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

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

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

**C5. SAFETY ISSUES**

**C5.01. SAFETY PRECAUTIONS**

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

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

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

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

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

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

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

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

**C5.02. TRENCH SAFETY ACT**

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

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

**C5.03. MATERIAL SAFETY DATA SHEETS**

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

1. The chemical name and the common name of the substance.
2. The hazards or other risks in the use of the substance, including:
  - a. The potential for fire, explosion, corrosion, and reaction;
  - b. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the substance; and
  - c. The primary routes of entry and symptoms of overexposure.
3. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the substances, including appropriate emergency treatment in case of overexposure.
4. The emergency procedure for spills, fire, disposal, and first aid.
5. A description in lay terms of the known specific potential health risks posed by the substance intended to alert any person reading this information.

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

**C6. PLANS, DOCUMENTS & RECORDS**

**C6.01. CONTRACTOR TO CHECK PLANS, SPECIFICATIONS AND DATA**

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

C6.02. SHOP DRAWINGS AND SUBMITTALS

Contractor may be required, based on the Scope of Work of a Project, to submit shop drawings, sketches, samples or product data. A Work Order, if applicable, may state if shop drawings or other submittals are required if they are not required by the Building Code or regulatory agencies.

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

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

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

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

C6.03. TOWN FURNISHED DRAWINGS, SUPPLEMENTAL DRAWINGS AND INSTRUCTIONS

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

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

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

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

C6.04. REQUEST FOR INFORMATION

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

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

**C6.05. RECORD SET**

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

**C6.06. ACCESS, REVIEW AND RELEASE OF RECORDS**

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

*a. Public Records*

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

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

*b. Retention and Transfer of Public Records*

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

The Contractor must comply with the applicable provisions of Chapter 119, Florida Statutes and Town will have the right to immediately terminate this Contract for the refusal by the Contractor to comply



with Chapter 119, Florida Statutes. The Contractor must retain all other records associated with this Contract for a period of five (5) years from the date of termination.

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

## **C7. CONTRACTOR RESPONSIBILITIES**

### **C7.01. LABOR AND MATERIALS**

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

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

#### *a. Minimal Disturbance*

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

### **C7.02. VEHICLES AND EQUIPMENT**

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

### **C7.03. SUPERVISION OF THE WORK**

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

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

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

**C7.04. TOWN LICENSES, PERMITS AND FEES**

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

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

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

**C7.05. TAXES**

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

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

**C7.06. REMOVAL OF UNSATISFACTORY PERSONNEL**

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

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

**C7.07. COMPLIANCE WITH APPLICABLE LAWS**

The Contractor must comply with the most recent editions and requirements of all applicable laws, rule, regulations, codes, and ordinances of the Federal government, the State of Florida, Miami-Dade County, and the Town.

**C7.08. NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, & ADA**

Contractor will not unlawfully discriminate against any person, will provide equal opportunities for employment, and comply with all applicable provisions of the Americans with Disabilities Act in its performance of the Work under the Contract. Contractor will comply with all applicable federal, State of Florida, Miami-Dade County, and Town rules regulations, laws, and ordinance as applicable.

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

The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an Invoice, whether incorporated in the Project or not, will pass to the Town upon the receipt of payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances and that no

Work, materials or equipment will have been acquired by the Contractor or by any other person performing Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor by a Subcontractor or supplier or any other interested party.

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

Conditional Release of Liens are not accepted by the Town.

**C7.10. PURCHASE AND DELIVERY, STORAGE AND INSTALLATION**

All materials must be F.O.B. delivered and included in the cost of the Work. The Contractor is solely responsible for the purchase, delivery, off-loading and installation of all equipment and material(s). Contractor must make all arrangement for delivery. Contractor is liable for replacing and damaged equipment or material(s) and filing any and all claims with suppliers. All transportation must comply with all federal, FDOT, Miami-Dade County, and Town rules and regulations.

All trees shall be labeled by size and scientific plant name as listed in the current edition of Index of Garden Plants: The New Royal Horticultural Society Dictionary. Labels shall be attached securely to all plants, bundles, and containers of plant materials when delivered. Labels are to be durable and legible, with information given in weather resistant ink or embossed process lettering.

All trees, landscape, and irrigation materials, shipments, and deliveries shall comply with state and federal laws and regulations governing the inspection, shipping, selling, and handling of plant stock. A certificate of inspection, or copy thereof, for injurious insects, plant diseases, and other plant pests shall accompany each shipment or delivery of plant material. The certificate shall bear the name and address of the source of stock.

Contractor is responsible for the protection of all tree and planting material(s) from adverse weather conditions, damage, deterioration, and theft, as well as the maintenance of their health and appearance during storage. At the time of delivery, the Town may reject any plant material not meeting the acceptable standards of that have been damaged during delivery. The Town is the sole judge of the acceptability of the stock delivered at any time.

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

**C8. PAYMENT PROCESS**

**C8.01. COMPENSATION**

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

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

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

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

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

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

**C8.02. ESTIMATED QUANTITIES**

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

**C8.03. LINE ITEM PRICING**

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

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

**C8.04. LINE ITEM QUANTITIES**

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

**C8.05. ADDITIONAL LINE ITEM PRICING**

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

**C8.06. REIMBURSIBLE EXPENSES**

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

1. Town Issued Permits
2. Police Officer costs when not provided by the Town

Where a permit or the Town requires the Contractor to use a police officer(s) during the performance of the Work the Town will make every effort to furnish police officers at no cost to the Contractor. Where the Town is not able to provide the required police officers the Town will reimburse the Contractor based on the actual cost to the Contractor and the cost is not include in the unit price per

item. To be reimbursed the Contractor must submit a copy of documentation substantiating both the cost as well as proof of payment.

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

#### C8.07. PROGRESS PAYMENTS

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

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

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

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

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

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

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

#### C8.08. RETAINAGE & RELEASE

Subsequent to the Project Manager determining that fifty (50%) percent of the Work has been completed the Contractor may submit a separate invoice requesting the release of 10% of the retainage withheld and submit a written request that future retainage be reduced to 5%. The Town at its sole discretion may determine that the request for release or reduction of the retainage should not occur.

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

## **C9. CONTRACTOR MODIFICATIONS & DISPUTE PROCESS**

### **C9.01. FIELD DIRECTIVE**

The Project Manager may at times issue Field Directives to the Contractor based on visits to the Project Site. Such Field Directive(s) will be issued in writing and the Contractor is required to comply with the directive. Where the Contractor believes that the directive is outside the scope of the Work, the Contractor must, within 48 hours, notify the Project Manager that the work covered by the Field Directive is outside the scope of the Work. At that time the Field Directive may be rescinded by the Project Manager or the Contractor may be required to submit a request for a change to the Contract. Where the Contractor is notified of the Town's position that the Work is within the scope and the Contractor disagrees, the Contractor may notify the Project Manager that the Contractor reserves the right to make a claim for the time and monies based on the Field Directive, in accordance with the requirements of Article 3.40. At no time will the Contractor refuse to comply with the Field Directive. Failure to comply with the Field Directive may result in a determination that the Contractor is in default of the Contract.

### **C9.02. CHANGE ORDERS**

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

The Contractor is required to provide the Project Manager with a detailed Change Proposal Request ("CPR") or Request for Change Order ("RCO"), utilizing the Town's standard form, which must include requested revisions to the Contract, including but not limited to adjustments in this Contract Price and Contract Time. The Contractor is required to provide sufficient data in support of the cost proposal demonstrating its reasonableness. In furtherance of this obligation, the Town may require that the Contractor submit any or all of the following: a cost breakdown of material costs, labor costs, labor rates by trade, and Work classification and overhead rates in support of Contractor's CPR/RCO. The Contractor's CPR/RCO must include any schedule revisions and an explanation of the cost and schedule impact of the proposed change on the Project. If the Contractor fails to notify the Project Manager of any schedule changes associated with the proposed change, it will be deemed to be an acknowledgment by Contractor that the proposed work will not have any scheduling consequences.

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

In the event a satisfactory adjustment cannot be reached and a Change Order has not been issued or time is of the essence, the Town reserves the right, at its sole option to direct the Contractor to proceed on a time and materials basis or make such arrangements as may be deemed necessary to complete the proposed additional Work.

Where the Town directs the Contractor to proceed on a time and materials basis, Contractor must maintain detailed records of all labor and material costs for review by the Town.

For all Change Orders the Contractor will be entitled to a combined profit and overhead rate for Change Orders that will not be in excess of ten (10%) percent inclusive of all direct/indirect costs including labor, material, and equipment costs, unless the Procurement Manager determines that the complexity and risk of the Change Order work is such that an additional factor is appropriate.

The final amount to be paid to the Contractor for Change Order Work is subject to negotiation between the Town and the Contractor.

Failure by the Contractor to proceed with Change Order Work when so directed by the Town Manager or designee may result in the Contractor being found in default of the Contract.

Contractor must utilize the Town's standard requests for change orders and change order forms unless otherwise specifically approved by the Town's Procurement Manager. The Town's Forms are available at the website address identified in Article C8.

**C9.03. FORCE MAJEURE**

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

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

**C9.04. EXTENSION OF TIME**

Any reference in this Article to the Contractor will be deemed to include suppliers, and permitted Subcontractors, whether or not in privity of contract with the Contractor for the purpose of this Article.

If the Contractor is delayed at any time during the progress of the Work beyond the time frame or date provided for Final Completion by the neglect or failure of the Town or by a Force Majeure, then the Contract Time set forth in the Contract will be extended by the Town subject to the following conditions:

1. The cause of the delay arises after issuance of the NTP and could not have been anticipated by the Contractor by reasonable investigation before proceeding with the Work;
2. The Contractor demonstrates that the completion of the Work will be actually and necessarily delayed;
3. The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay.

A delay meeting all the conditions of the above, will be deemed an Excusable Delay.

The Town reserves the right to rescind or shorten any extension previously granted if subsequently, the Project Manager determines that any information provided by the Contractor in support of a request for an extension of time was erroneous; provided however, that such information or facts, if known, would have resulted in a denial of the request for an Excusable Delay. Notwithstanding the above, the Project Manager will not rescind or shorten any extension previously granted if the Contractor acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Contractor.

The request for an Excusable Delay must be made within five (5) calendar days after the time when the Contractor knows or should have known of any cause for a specific event, for which it may claim an extension of time and must provide any actual or potential basis for an extension of time, identifying such causes and describing, as fully as practicable at that time, the nature and expected duration of the delay and its effect on the completion of that part of the Work identified in the request. The Project Manager may require the Contractor to furnish such additional information or documentation, as the Project Manager will reasonably deem necessary or helpful in considering the requested extension.

The Contractor will not be entitled to an extension of time unless the Contractor affirmatively demonstrates that it is entitled to such extension.

The Project Manager will endeavor to review and respond to the Contractor's request for Excusable Delays in a reasonable period of time; however, the Contractor is obligated to continue to perform the Work required regardless of whether the Project Manager has issued a decision or whether the Contractor agrees or disagrees with that decision.

With regard to an injunction, strike or interference of public origin which may delay the Project, the Contractor must promptly give the Project Manager a copy of the injunction or other orders and copies of the papers upon which the same was granted. The Town must be afforded the right to intervene and become a party to any suit or proceeding in which any such injunction has been obtained and move to dissolve the same or otherwise, as the Town may deem proper.

Where the Contractor is delayed for any period of time by two or more of the causes mentioned in Article 3.43, Excusable Delay, Non-Compensable, the Contractor will not be entitled to a separate extension for each one of the causes, only one period of extension will be granted for the delay.

Any extension of time granted by the Town will be processed through the Change Order provisions of the Contract.

The permitting of the Contractor to proceed with the Work subsequent to the date specified in the Contract (as such date may have been extended by a change order), the making of any payment to the Contractor, the issuance of any Change Order, will not waive the Town's rights under the Contract, including but not limited to the assessment of liquidated damages or declaring Contractor in default.

**C9.05. EXCUSABLE DELAY, NON-COMPENSABLE**

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

Contractor is entitled to a time extension of the Contract time for each day the Work is delayed due to Excusable Delay. Contractor must document its claim for any time extension as provided in Article C9.04.

Failure of Contractor to comply with Articles C9.04, as to any particular event of delay will be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of delay.

**C9.06. CLAIMS**

Contractor will only be entitled to submit a claim after submitting its request for additional compensation or time in accordance with Articles C9.03 and C9.04 of the Contract and the request(s) have been denied or the Contractor does not agree with the decision of the Town.

Any claim for a change in the Contract time for completion of any Work, the Contract Term, or Contract price must be made by written notice by Contractor to the Town representatives identified in



Article 3.3 within the timeframe established in Article C9.04, effective with the commencement of the event giving rise to the claim stating the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation must be provided unless the Procurement Manager allows an additional period of time to ascertain more accurate data in support of the claim. The written notice must be accompanied by Contractor's written notarized statement that the adjustment(s) claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. All claims and disputes will be determined in accordance with the Contract. It is expressly and specifically agreed that any and all claims for changes to the Contract will be waived if not submitted in strict accordance with the requirements of this Article.

The Town may require the Contractor to submit its claim utilizing a specific format or forms to facilitate the Town's evaluation of the claim. The Town at its sole discretion may require that additional documentation or information be provided by the Contractor to assist in its review and evaluation of the claim.

The Contract time will be extended in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of Contractor if a claim is made as provided in this Article. Such delays include, but are not be limited to, acts or neglect by any separate contractor employed by Town, fires, floods, labor disputes beyond the control of the Contractor, epidemics, abnormal weather conditions (if applicable), or acts of God.

The Contractor will not be entitled to an increase in the Contract price or payment or compensation of any kind from the Town for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be it reasonable or unreasonable, foreseeable or unforeseeable, avoidable or unavoidable. Contractor will only be entitled to an extension of the Contract Time for completion of the Work, as the sole and exclusive remedy for such resulting excusable delay.

The Contractor agrees to make no claim for damages for delay of any kind in the performance of the Contract Documents whether occasioned by any act or omission of the Town or any of its representatives and the Contractor agrees that any such claim will be compensated solely by an extension of time to complete performance of the Work due to an Excusable Delay as defined in Articles C9.03, and Article C9.04. The Contractor alone specifically assumes the risk of such delays, including, without limitation: delays in processing or approving any submittals to the Town or by the Town, or the failure to render determinations, approvals, replies, inspections, in a timely manner. Contractor will not receive monetary compensation for Town delay(s).

Failure of Contractor to comply with this Article as to any particular event of claim will be deemed conclusively to constitute a waiver of any and all claims resulting from that particular event.

#### C9.07. DISPUTES AND MEDIATION

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

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

Should the initial efforts of mediation not end in a mutual resolution then the Contractor must notify in writing the Town Manager as identified in Article C13, Notices, of the claim or dispute. The Contractor must submit its dispute in writing, with all supporting documentation, to the Town's

Procurement Manager. Upon receipt of said notification the Procurement Manager will review the issues relative to the claim or dispute and issue a written finding.

Should the Contractor and the Procurement Manager fail to resolve the claim or dispute the Contractor must submit their dispute in writing within five (5) calendar days of the written finding being issued by the Procurement Manager to the Town Manager. Failure to submit such appeal in the stated timeframe of the written finding will constitute acceptance of the finding by the Contractor. Upon receipt of said notification the Town Manager will review the issues relative to the claim or dispute and issue a written finding.

Appeal to the Town Manager for resolution is required prior to Contractor being entitled to seek judicial relief in connection therewith. Should the Contractor be entitled to compensation hereunder, the Town Manager's decision may be subject to approval by the Town Council. Contractor will not be entitled to seek judicial relief unless:

1. it has first received Town Manager's written decision, approved by the Town Council if applicable, or
2. a period of sixty (60) days has expired after submitting to the Town Manager a detailed statement of the dispute, accompanied by all supporting documentation, or a period of (90) days has expired in an instance where Town Manager's decision is subject to Town Council for approval; or
3. Town has waived compliance with the procedure set forth in this Article by written instrument(s) signed by the Town Manager.

In the event the determination of a dispute under this Article is unacceptable to either party hereto, the party objecting to the determination must notify the other party in writing within fourteen (14) calendar days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Contract price or Contract time adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) calendar days after completion of the Work or expiration of the Contract Term, the parties will participate in mediation to address all objections to any determinations hereunder and to attempt to prevent litigation. A certified Mediator, who the parties find mutually acceptable, will conduct any mediation proceedings in Miami-Dade County, State of Florida. The costs of a certified Mediator will be shared on a 50/50 basis. Should the claim or dispute not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A party objecting to a determination specifically waives all of its rights provided hereunder, including its rights and remedies under State law, if said party fails to comply in strict accordance with the requirements of this Article.

#### C9.08. CONTINUING THE WORK

Contractor must continue to perform all Work under the Contract Documents during all disputes or disagreements with Town, including disputes or disagreements concerning a request for a Change Order and no Work must not be delayed or postponed pending resolution of any disputes or disagreements.

#### C9.09. FRAUD AND MISREPRESENTATION

The Town may terminate this Contract or any other contracts with the Town with any person, individual, corporation, entity, or affiliate that attempts to meet its contractual obligations with the Town through fraud, misrepresentation or material misstatement. Such person, individual, corporation, entity, or affiliate will be responsible for all direct or indirect costs associated with termination or cancellation.

**C9.10. STOP WORK ORDER**

The Town may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the Work for a period of up to ninety (90) days (or any lesser period), commencing no sooner than the date the order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order will be specifically identified as a "Stop Work Order" issued pursuant to this paragraph. Within the period of ninety (90) days (or the lesser period specified) after a Stop Work Order is delivered to the Contractor, or within any extension to which the parties have agreed the Town will either:

1. Cancel the Stop Work Order; or
2. Terminate the Work covered by such order as provided in Article C10.03, Termination for Convenience.

If a Stop Work Order issued under this Article is canceled or the period of the order or any extension thereof expires, the Contractor must resume the Work without compensation to the Contractor for such suspension other than extending the time to complete any Work under the Contract or extending the Contract Term to the extent that, in the opinion of the Project Manager, the Contractor may have been delayed by such suspension. In the event the Project Manager determines that the suspension of Work was necessary due to Contractor's defective or incorrect Work, unsafe Work conditions caused by the Contractor, or any other reason caused by Contractor's fault or omission, the Contractor will not be entitled to an extension of time or Contract Term or (Time) as a result of the issuance of a Stop Work Order.

Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Town has directed such suspension, will entitle the Contractor to additional Contract time as non-compensable, Excusable Delay, and will not give rise to a claim for compensable delay.

**C9.11. MATERIALITY AND WAIVER OF BREACH**

Town and Contractor agree that each requirement, duty, and obligation set forth in the Contract Documents is substantial and important to the formation of the Contract Documents and, therefore, is a material term hereof. The Town's failure to enforce any provision of the Contract Documents will not be deemed a waiver of such provision or modification of the Contract Documents. A waiver of any breach of a provision of the Contract Documents will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of the terms of the Contract Documents.

**C9.12. TIME IN WHICH TO BRING ACTION AGAINST THE TOWN**

In the event the Contractor may be deemed to have a cause of action against the Town, no action will lie or be maintained by the Contractor against the Town upon any claim arising out of or based upon the Contract Documents by reason of any act or omission or requirement of the Town or its agents, unless such action is commenced within six (6) months after the date of issuance of a final payment under the Contract, or if the Contract is terminated under the provisions of the Contract, unless such action is commenced within six (6) months after the date of such termination by the Town.

**C9.13. CONTRACT EXTENSION**

The Town reserves the right to extend the Contract for up to ninety (90) calendar days beyond the original Contract period. In such event, the Town will notify the Contractor in writing of such extensions.

**C10. EARLY TERMINATION & DEFAULT**

**C10.01. SET-OFFS, WITHHOLDING, AND DEDUCTIONS**

The Town may set-off, deduct or withhold from any payment due the Contractor, such sums as may be specifically allowed in the Contract or by applicable law including, without limitation, the following:

1. Any amount of any claim by a third party;
2. Any Liquidated Damages, and/or;
3. Any unpaid legally enforceable debt owed by the Contractor to the Town.

The Town will notify the Contractor in writing of any such withholdings.

Any withholding, which is ultimately held to have been wrongful, will be paid to the Contractor in accordance with the Local Government Prompt Payment Act

#### C10.02.CONTRACTOR DEFAULT

##### *a. Event of Default*

An event of default means a breach of the Contract by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, includes but is not limited to, the following:

1. The Contractor has not performed the Work in a timely manner;
2. The Contractor has refused or failed to supply properly skilled staff or provided sufficient quantities of staff to perform the Work;
3. The Contractor has failed to make prompt payment to Subcontractors or suppliers for any services, materials, or supplies provided to Contractor;
4. The Contractor has become insolvent or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
5. The Contractor has failed to obtain the approval of the Town where required by the Contract Documents;
6. The Contractor has failed in the representation of any warranties stated herein;
7. When, in the opinion of the Town, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work.

##### *b. Notice of Default-Opportunity to Cure*

Where an Event of Default ("Default") occurs under the Contract, the Town may at its sole discretion notify the Contractor, specifying the basis for such Default, and advising the Contractor that such Default must be cured within a time frame specified by the Town; or, the Contract with the Town may be terminated. The Town is under no obligation to issue such notification. The Town may grant an extension to the cure period if the Town deems it appropriate and in the best interest of the Town, without waiver of any of the Town's rights hereunder. The Town, at its sole discretion, may have a default corrected by its own forces or another contractor and any such costs incurred will be deducted from any sums due the Contractor under any contract with the Town.

The Town Manager or designee may also suspend any payment or part thereof or order a Work stoppage until such time as the issue(s) concerning compliance are resolved.

##### *c. Termination for Default*

Where a Default is not cured within the time specified to cure the Default, the Town Manager in addition to all remedies available by law, may immediately, upon written notice to Contractor, terminate this Contract. Contractor understands and agrees that termination of this Contract under this Article will not release Contractor from any obligation accruing prior to the effective date of termination.

In the event of termination by the Town Manager or designee, the Town Manager or designee may immediately take possession of all applicable documentation and data, material, equipment, and supplies to which it is entitled to under the Contract or by law.

Where the Town erroneously terminates the Contract for default, the terminations will be converted to a Termination for Convenience, and the Contractor will have no further recourse of any nature for wrongful termination.

#### **C10.03. TERMINATION FOR CONVENIENCE**

In addition to cancellation or termination as otherwise provided for in the Contract, the Town may at any time, in its sole discretion, with or without cause, terminate the Contract by written notice to the Contractor. Such Written Notice will state the date upon which Contractor must cease all Work under the Contract, and if applicable vacate the Project(s) site(s).

Upon receipt of such notice, unless otherwise directed by the Town, the Contractor must Stop all Work on the date specified in the notice ("the Effective Date");

1. Take such action as may be necessary for the protection and preservation of the Town's materials and property;
2. Cancel all cancelable orders for materials and equipment;
3. Remove all materials, supplies or equipment that may be used by the Contractor on other work;
4. Assign to the Town and deliver to the Town, at a site(s) specified by the Town, any non-cancelable orders for materials and equipment that can not otherwise be used by the Contractor on other work;
5. Take no action that will increase the amounts payable by the Town under the Contract Documents; and take reasonable measures to mitigate the Town's liability under the Contract Documents; and
6. All documents, including electronic documents, related to Work authorized under the Contract, whether finished or not, must be turned over to the Town. Failure to timely deliver the documentation will be cause to withhold any payments due without recourse by Contractor until all documentation is delivered to the Town.

In the event that the Town exercises its right to terminate the Contract pursuant to the Contract Documents, the Town will pay the Contractor for the actual cost, or the fair and reasonable value, as substantiated by invoice documentation, of any non-cancelable material(s) and equipment that cannot be used elsewhere by the Contractor in the performance of its work.

In no event, will any payments under this Paragraph exceed the maximum cost set forth in the Contract and the amount due hereunder may be offset by payments made to the Contractor or any claims made against the Contractor. Contractor will not be entitled to lost profits, overhead or consequential damages as a result of a Termination for Convenience.

#### **C10.04. REMEDIES AVAILABLE TO THE TOWN**

The Town may avail itself of each and every remedy stated in the Contract Documents or existing at law or in equity. The exercise or the beginning of the exercise, of one remedy will not be deemed a waiver of the right to exercise, at the same time or thereafter, of any other remedy.

### **C11. SUBSTITUTIONS**

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

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

## **C12. INSPECTION OF THE WORK**

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

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

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

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

## **C13. UNCOVERING FINISHED WORK**

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

## **C14. DEFECTIVE OR NON-COMPLIANT WORK**

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

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

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

If, within 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.

#### **C15. FUNDS AVAILABILITY**

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

**END OF SECTION**

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

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

The Contractor must furnish all labor, materials, equipment, and supervision required to furnish and install trees, landscaping, and an irrigation system at the project location per the attached project plans and in accordance with all applicable FDOT manuals, guidelines, standards, handbooks, procedures, and current design memorandums and FDOT Standard Index 544 and Standard Specification 580.

Work includes but is not limited to installing trees, irrigation system (which includes, but is not limited to, the locations and sizes of pumps, pump stations, mainlines, lateral lines, irrigation heads, valves, backflow and control devices), hedges, landscaping, sod, planting soil and mulch as required in the project plans. The Work includes delivery, installation grow-in period maintenance (for installed trees and landscaping), and initial irrigation testing and maintenance as applicable to the project.

A written or graphic guide for care and maintenance of the irrigation system after the warranty period shall be provided by the Contractor.

### **D2. CONTRACT TERM**

The Contract will become effective on the date it is executed by both parties and shall remain in effect until the expiration of the Warranty period(s). The Contractor shall obtain Substantial Completion of the Work within one hundred twenty (120) Days of the Notice to Proceed being issued by the Town. Contractor must obtain Final Completion within thirty (30) Days after obtaining Substantial Completion.

### **D3. NOTICE TO PROCEED**

The Town will issue a Notice to Proceed ("NTP") for the Project. Contractor must not commence any delivery or plantings without receiving a written NTP from the Town. The NTP may also stipulate the hours during which work can be performed if the hours are outside the standard working hours specified in the Contract.

Contractor must complete all installations within the timeframe stated in the Contract. For the project, the Town may require that the Contractor provide a tree planting schedule for performing the Work within stated timeline.

### **D4. FDOT SPECIFICATIONS**

FDOT specifications apply in the performance of the Work and all applicable specifications are hereby incorporated by reference. The Town may, at its sole discretion, make changes to the FDOT specification and the Contractor will be advised of any such changes.

### **D5. LIQUIDATED DAMAGES**

The Town may establish liquidated damages on the Notice to Proceed.

The Contractor is obligated and guarantees to obtain Substantial and Final Completions of the Project within the timeframes established in the Contract or any approved extension of time the Contractor may be granted by the Town. In the event of a delay in completion beyond the date established in the Contract Documents, the Contractor must pay to the Town for each and every calendar day of unexcused delay, the sum of two hundred fifty (\$250.00) dollars, which is hereby agreed upon not as a penalty but as liquidated damages. The Contractor will be notified of any exceptions. The total amount of liquidated damages will not exceed the value of the Contract.

The Town has the right to deduct liquidated damages assessments from any payment due or which may thereafter become due to the Contractor under any contract the Contractor has with the



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

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

## **D6. WARRANTY**

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

All trees and planting materials, as well as the irrigation system must have a one (1) year warranty from the date of final acceptance of installation. The Contractor must provide a written warranty for each planting, which must provide details as to the location of the planting, materials planted, and the effective date of the warranty. Where the supplier of the equipment, parts, or material provides a warranty greater than one (1) year or the time frame stipulated then the supplier's warranty term will take precedence. Contractor will be required to provide the Project Manager a copy of the supplier's warranty prior to the Town issuing final payment.

The Contractor will be responsible for the replacement of all trees and other plantings under the warranty, which are damaged or die as a result of "Acts of God" including but not limited to; hail, lightning, sustained winds that exceed hurricane force (75 MPH) measured ten feet above the ground, and lethal yellowing.

The Contractor will be responsible for periodically inspecting the trees and other plantings under warranty and identifying any replacements that may be required. Where the Contractor identifies the need for such replacements the Contractor must notify the Town's representative in writing, within seven (7) days of such determination.

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

### **D6.01. REPLACEMENTS DURING WARRANTY PERIOD**

The Town will notify the Contractor in writing of any trees, planting or other Work, which does not appear to be healthy or requires replacement. The Contractor must, within seven (7) days notify the Project Manager of the conditions of the tree, planting, or Work, state the action that will be taken, and the timeframe in which such action will be taken. Replacement of trees and other plantings is required when it is determined that:

1. Tree or planting is not in a healthy growing condition and the tree or planting will not meet the minimum quality indicated in the specifications prior to the expiration of the warranty period.
2. Not at the "Florida No. 1" quality level at the end of the guarantee period.
3. The tree or planting is dead.

The Town and the Contractor will agree upon the time in which replacements under warranty will occur. The agreed upon time frame(s), which should not exceed 10 days may be extended in writing by the Town due to seasonal conditions, availability, preparation time such as root pruning, etc..

All Replacement trees or plantings must be of the same or better species, quality and grade as that of the original specifications of the tree to be replaced. In no case will replacements be smaller than the original size. Any substitutions must be approved by the Town's representative in writing in advance.

All Work replaced under warranty must be warranted for a one (1) year period from the date of acceptance of installation.

Should the Town determine that no replacement will be made or the Contractor fails to replace the tree in a timely manner the price previously paid for the tree will be deducted from any monies due the Contractor.

Payment in full for the Work does not constitute a waiver of the Warranty.

## **D7. SUBSTANTIAL COMPLETION, PUNCHLIST & FINAL COMPLETION**

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

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

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

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

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

## **D8. ACCEPTANCE AND FINAL PAYMENT**

Upon receipt of written notice from Contractor that the Work is ready for final inspection and acceptance, Project Manager will, within ten (10) calendar days, make an inspection thereof. If the

Project Manager finds the Work acceptable, the requisite documents have been submitted and the requirements of the Contract fully satisfied, and all conditions of the permits and regulatory agencies have been met, a Final Certificate for Payment will be issued by Project Manager, stating that the requirements of the Contract have been performed and the Work is ready for acceptance under the terms and conditions thereof.

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

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

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

#### **D9. E-VERIFY**

Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the contract; and shall expressly require any subcontractors performing Work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Subconsultant.

**END OF SECTION**

## SECTION E. SPECIFICATIONS

### E1. TREE PLANTING AND LANDSCAPING

#### E1.01. GENERAL

The Work includes, but not be limited to, furnishing material, installation, pruning, layout, requesting utility locations/markings, protection to the public, maintenance of traffic, excavation, installation, backfilling, fertilizing, mulching, staking and guying where required, watering, pruning, weeding, mowing, cleanup, maintenance and warranty.

##### a. *Excavation Related to Inadequate Drainage*

Some or all Work areas may contain existing materials such as, but not limited to, concrete, peat layer, limerock, and it may even be compacted. This material and any compacted material may interfere with adequate vertical drainage or proper Tree and landscape survival and growth. Removal of this material, in order to have adequate vertical drainage, is part of the Work. Therefore, the subsurface investigations and examinations are necessary in order to determine the extent of removal and excavation required above and beyond the minimum requirements indicated in these specifications, under the heading of "Excavation of Tree Holes", which is in Article 5.14. Compensation for any removal and excavation required above and beyond the minimum requirements indicated, including any additional planting soil needed in order to fill the larger excavated area, are included in the Bid prices. The Contractor will not be entitled to additional compensation for this Work.

#### E1.02. CERTIFIED ARBORIST

All tree plantings must be performed under the direction and supervision of an ISA certified arborist ("Arborist"). The Contractor must make the Arborist available for tree health inspections and tree maintenance recommendations when requested by the Town.

#### E1.03. QUALITY ASSURANCE

##### a. *Standards*

##### i. Authority for Nomenclature, Species, Etc.

All Trees and landscape must conform to the names given in "Standardized Tree Names," 1942 edition, prepared by the American Joint Committee on Horticultural Nomenclature and in the current edition of Index of Garden Plants: The New Royal Horticultural Society Dictionary. Names of varieties not included therein conform generally with names accepted in the South Florida nursery trade.

##### ii. Grade Standards

1. All Trees and landscaping must be nursery grown and must comply with all required inspections, grading standards and Tree regulations as set forth in the latest edition of the Florida Department of Agriculture's "Grades and Standards for Nursery Plants, Part 1 and Part 2", the specification as described in the American Standard of Nursery Stock, ANSI Z60.1, Current Edition or with any superseding specifications that may be called for on the plans or in the specifications and as established by the Turfgrass Producers Association of Florida, Inc. All Trees and landscaping not listed in the "Grades and Standards for Nursery Plants," must conform to a Florida No. 1 as to:

- (1) health and vitality,
- (2) condition of foliage,
- (3) root system,

(4) freedom from pest or mechanical damage, and

(5) heavily branched and densely foliated according to the accepted normal shape of the species or sport.

2. Exception to "Grades and Standards"

Any section of Florida Department of Agriculture's "Grades and Standards" which allows nails or spikes in the trunks of trees or palms are excluded from these specifications. These specifications prohibit nails and spikes in trunks.

3. Requirements for Various Tree Designations

a. Balled and Burlapped (B&B) and Wire Balled and Burlapped (WB&B) Trees

- Only burlap and other wrapping materials made of natural, biodegradable materials must be used.
- These Trees must be properly protected until they are planted. The Tree must be handled only by both the trunk and rootball at the same time and not by the trunk only. Any B&B or WB&B Tree which shows evidence of having been handled by a method other than the method outlined above, and resulting in damage to the Tree such as a cracked or broken rootball or the roots that have been loosened within the ball, will be rejected.
- For Trees grown in soil of a loose texture, which does not readily adhere to the root system, especially in the case of large Tree material, wired B&B Trees must be used. For WB&B Trees, before the Tree is removed from the hole, hog wire with approximately 1- to 1½-inch openings or a Kerr's wire basket (Vermeer standard, caretree standard, caretree truncated or clegg) must be placed around the burlapped ball and looped and tensioned until the burlapped ball is substantially packaged by the tightened wire netting, such as to prevent disturbing of the loose soil around the roots during handling.

b. *Container-Grown Trees (CG)*

- i. It is preferable that all Trees under this Contract be field grown. In the instance that a requested Tree is not available as field grown, Container-Grown (CG) Trees may be used subject to the approval of the Town. Any CG Trees which have become "pot bound" or "root bound," for which the top system is out of proportion (larger) to the size of the container, will not be accepted.
- ii. CG Trees must not be removed from the can until immediately before planting, and must be planted with all due care to prevent damage to the root system.

c. *Specimen Trees (Florida Fancy)*

When specimen or Florida Fancy Trees are called for, they will be labeled as such on the plans.

E1.04. TREES

a. *Florida No.*

All trees must be no less than Florida No. 1, or better, at the time of installation and final acceptance.

b. *Habit of Growth*

All trees must have a habit of growth that is normal for that species and must be sound, healthy, vigorous and free from insects, tree diseases and injuries.

c. *Planting and Transplanting Standards*

All Trees must be planted in accordance with ANSI A300 (Part 6), Planting and Transplanting Standards.

d. *Measurement of Trees & Ground Cover*

i. Rootball

Requirements for the measurement of rootball diameter and depth must comply with requirements as set forth in the latest edition of the Florida Department of Agriculture's "Grades and Standards for Nursery Plants, Part 1 and Part 2" and as listed herein.

ii. Caliper Minimum Ball Diameter

Minimum Rootball Depth

1" – 1.5"	16"	75% of diameter
1.5" – 1.75"	20"	65% of diameter
1.75" – 2"	22"	65% of diameter
2" – 2.5"	24"	65% of diameter
2.5" – 3.5"	26"	65% of diameter
3.5" – 4"	28"	65% of diameter
4" – 4.5"	30"	60% of diameter
4.5" – 5"	32"	60% of diameter
5" – 5.5"	34"	60% of diameter
5.5" or more	Increase in proportion	

Up to 48", then decrease in proportion for larger size diameter

iii. Height

The height of the tree will be measured from finish grade and continue up to where the main mass of the Tree uniformly ends. The height must not include any singular or isolated parts of the tree, such as leaves, shoots, branches, limbs or fronds, which extend out beyond the main mass of the Tree.

iv. Width

The width of tree must be measured from one side of where the main mass uniformly ends and continue to the other side of where the main mass of the tree uniformly ends. The width must not include any singular or isolated parts of the tree, such as leaves, shoots, branches, limbs or fronds, which extend out beyond the main mass of the Tree.

v. Caliper

The caliper of tree trunks must be measured three feet (3') above the ground unless another method of measurement is indicated otherwise on the plans.

e. *Minimum Requirements*

All sizes shown for trees and landscape material available under this Contract are to be considered as minimums. All trees and landscape material must meet or exceed these minimum requirements for height, spread, etc. as indicated on the plans. When Tree sizes are specified as a range of size, installed material must average the mean of the range specified.

f. *Die-Back and Leaf-Drop*

Tree and landscape material showing signs of die-back or leaf-drop will not be accepted and must be removed from the project immediately if so directed by the Town. Therefore, any trees with tendencies toward leaf-drop or die-back must be root pruned early enough to provide a sound network of hair roots prior to relocation.

g. *Mechanical Destruction of Foliage*

Mechanical destruction of foliage resulting from root pruning must not affect more than 10% of the total foliage prior to planting. Loss of foliage caused by seasonal change will be accepted.

h. *Spanish Moss*

If Spanish Moss (*Tillandsia usneoides*) exists on trees, it must be completely removed prior to planting.

i. *Damage to Ball of Earth*

Trees will not be accepted when the ball of earth surrounding its roots has been cracked, broken or otherwise damaged.

j. *Root Pruning*

Root pruning of Trees, when required by the Town, must be done a minimum of six (6) weeks or for a period as determined by the Town, prior to planting. Prior to root pruning, the Contractor must give 48-hour advance notice to the Town advising of the date to root prune any Tree. This will allow for any inspections during or after the root pruning, if necessary.

E1.05. TRANSPORTING AND HANDLING OF PALMS, TREES AND CONTAINER MATERIALS

Transport material on vehicles large enough to allow Trees to be uncrowded. Cover to prevent wind damage during transit.

E1.06. TOPSOIL AND SAND

Soil backfill for the installation of all plant materials shall be a uniform mixture of 25% decomposed compost and 75% existing site soil, cleaned free of weeds and rocks 1-1/2 inch or greater. Prior to the pre-construction meeting, submit compost manufacturer's certified analysis to the Town for approval. The contractor shall pay to have compost tested if requested by the Town. Topsoil for use in preparing soil for backfilling tree pits must be twenty percent (20% muck and eighty percent (80%) sand and be fertile, friable, and of a loamy character, without mixture of subsoil materials, and obtained from a well-drained, arable site. It must contain three (3) to five (5) percent decomposed organic matter and must be free from heavy clay, coarse sand, stones, lime, lumps, plants, roots or other foreign materials, or noxious weeds. It must not contain toxic substances, which may be harmful to Tree growth. Provide soil from ground that has never been stripped, with a slight acid reaction (5.0 to 7.0 pH) and without an excess of calcium or carbonate, delivered in a friable condition. See tree planting detail for extent of backfilling requirements.

Sand must be coarse, clean, well-draining native sand. Contractor must submit results of soil tests for topsoil and sand proposed for use under this contract for approval by the own.

E1.07. WEED BARRIER CLOTH

Weed barrier cloth must be a woven, needle-punched polypropylene, 28 mil thickness, 22 x 11 substrate, with combined substrate and fiber weight of 4.8 ounces per square yard, 25 gallons per square foot per minute permeability, 2500 carbon arc hours UV protection, Pro 5 Weed Barrier by DeWitt or equal (1-800-888-9669) and installed as part of tree and landscaping beds.

E1.08. FERTILIZER

For large and small plants, apply an 8-2-12+4mg fertilizer including all micronutrients. 100% of the (N) Nitrogen, (K) Potassium, (MG) Magnesium, and (B) Boron shall be in slow release form. Apply at a rate of 1.5 pounds of actual fertilizer (not n) per 100 square feet, begin fertilization at installation and repeat every 3 months throughout the 1 year plant establishment period. For relocated material, begin fertilization three weeks after relocation. Prior to the pre-construction meeting, submit fertilizer manufacturer's certified analysis to the Town for approval.

All fertilizer must be uniform in composition and dry. Granular fertilizer must be free flowing and delivered in unopened bags. All bags, containers or boxes must be fully labeled with the manufacturer's analysis.

All must comply with the State of Florida fertilizer laws.

E1.09. STALKING AND GUYING

Staking and guying must not be attached to the trees with nails. Any method of staking and guying, other than those indicated in ANSI A300 (Part 6)-2012 Planting and Transplanting/ 2015 FDOT Design Standards where applicable must receive approval from the Town prior to their installation. Refer to the heading "Setting of Trees", as detailed in Article 5.15 for additional information.

The Contractor is responsible for performing all staking and guying in accordance with all applicable regulation, ordinances and code requirements.

E1.10. TREE ROOT BARRIERS

18" and 24" tree root barriers must be black, injection molded panels with a minimum of 0.080" wall thickness in modules 24" long; manufactured with a minimum 50% post-consumer recycled polypropylene plastic with added ultraviolet inhibitors. Each panel must have: not less than 4 molded integral vertical root deflecting ribs, a double top edge, a minimum of 9 anti-lift ground lock tabs and an integrated zipper joining system. 18" and 24" deep tree root barriers must be #UB 18-2 and #UB 24-2 by Deep Root Partners, LP or approved equal (1-800-458-7668).

36" and 48" tree root barriers must be black polyethylene extruded panels with added ultraviolet inhibitors and a minimum of 0.080" wall thickness in modules 24" long. Each panel must have: not less than 4 molded integral vertical root deflecting ribs, a double top edge, a minimum of 9 anti-lift ground lock tabs and a self-joining system. 36" and 48" deep tree root barriers must be #UB 36-2 and #UB 48-2 by Deep Root Partners, LP or approved equal (1-800-458-7668).

The Contractor is responsible for installing all tree root barriers in accordance with the manufacturer installation standards and as needed per the project plans.

E1.11. MULCH

The mulch must be 100% Natural Mulch, Grade A or similar. The Town will select the color and final type of mulch.

E1.12. GRADING

It is the responsibility of the Contractor to provide the final grading so the final level for planting areas conforms to surrounding grades and is at the proper elevation with relation to sodded/grassy areas, sidewalks, paving, drain structures and other site conditions, unless indicated otherwise in the Contract Documents, that may include plans, drawings or sketches.

a. *Tree Areas Next to Pavement*

All planting areas next to or in pavement areas, such as, but not limited to, curbs, roads drives, walks, terraces, decks and slabs must be set so that the top of the mulch is one-inch (1") below the top of the pavement area or as indicated otherwise in the Contract Documents, that may



include plans, drawings or sketches, and the top of sod is one-inch (1") below top of pavement area, measured from the top of pavement to the top of grass blades after mowing.

E1.13. HERBICIDE TREATMENT

Contractor shall apply both a colored post-emergent herbicide and a granular pre-emergent herbicide to all areas scheduled to receive plants, mulch or sod. Prior to the pre-construction meeting, submit product and application procedures to the Town for approval.

In all areas infected with weed or grass growth, a systemic herbicide, such as "Roundup", must be applied per manufacturer's rates. When it has been established where work will be done, the systemic herbicide must be applied in accordance with manufacturer's labeling to kill all noxious growth. Contractor must schedule its Work to allow more than one application to obtain at least 98% kill of undesirable growth. Once the existing vegetation is dead, excavate and haul to a legal dumpsite the vegetation and the top two-inches (2") of existing soil/sand. The Contractor must exercise extreme care to prevent damage to desirable existing growth. If necessary, the Contractor must conduct a test to establish suitability of product and applicator to be used on this project, prior to execution of the full application.

Upon the request of the Program Manager, the Contractor must provide a schedule for herbicide treatment.

E1.14. PREPARATION

a. *Utility Locates*

Contractor must contact Sunshine State One Call at 811 to ensure that utility locates are performed before any digging is commenced by the Contractor.

b. *Staking Tree Locations*

Stake or mark Tree locations prior to Tree hole excavation, based on information from the plans. Contractor should reference 2015 FDOT Design Standards when preparing a site for planting, unless otherwise directed by the Town.

c. *Sub-Surface Conditions*

Some or all work areas may be compacted or contain existing material such as limerock which may interfere with adequate vertical drainage and/or proper Tree survival and growth and therefore removal of this material is part of the scope of work for the project. The Contractor is responsible for insuring adequate drainage in these areas and must remove this existing material, as required, by such means as augering, drilling or rototilling. Therefore, the Contractor will be required to perform additional excavation on the holes for all trees. This additional excavation must be to a depth beyond the required excavation depth indicated below for the holes, in order to insure proper vertical drainage necessary for plan survival and growth.

d. *Removal of Concrete*

The Contractor must remove all existing concrete, asphalt concrete and rocks over four inches in diameter, above and below grade in planting pits, from areas to be landscaped.

e. *Excavation of Tree Holes*

i. *General*

Excavation of Tree holes must be roughly cylindrical in shape with the sides approximately vertical. The Town reserves the right to adjust the size and shape of the Tree hole and the

location of the Tree in the hole to compensate for unanticipated structures or unanticipated factors which are a conflict.

The excess excavated material from the Tree holes must not be used to backfill around the Tree. Such material must be disposed of offsite at the expense of the Contractor.

Contractor must remove any existing roots that may impact the planting of a new tree.

ii. Trees

Depth of hole must be equal to the rootball depth plus eight (8") inches, unless further depth is required by the Contract Documents.

E1.15. INSTALLATION

a. *Setting of Trees*

Trees must be planted at their natural and original planting level prior to their placement on this project. When lowered into the hole, the Trees must rest on the prepared hole bottom such that the surface roots at the top of the rootball are level or slightly below the level of the surrounding final grade after settlement. The practice of plunging, burying or planting any Tree such that the surface roots at the top of the rootball are below the level of the surrounding final grade, will not be permitted unless it is indicated otherwise in these specifications, details or it is approved in writing by the Town prior to such action being taken. The trees must be set straight or plumb or normal to the relationship of their growth prior to transplanting. The Town reserves the right to realign any trees after it has been set.

Trees too large for hand handling, if moved by winch or crane, must be thoroughly protected from chain, rope or cable marks, girdling, bark slippage, limb breakage and any other damage that might occur by improper handling or negligence.

b. *Backfilling*

Soil backfill for the installation of all plant materials shall be a uniform mixture of 25% decomposed compost and 75% existing site soil, cleaned free of weeds and rocks 1-1/2 inch or greater. Prior to the pre-construction meeting, submit compost manufacturer's certified analysis to the Town for approval. The contractor shall pay to have compost tested if requested by the engineer. Use soil prepared as described in this Section. Backfill the bottom two-thirds (2/3) of the planting hole and firmly tamp and settle by watering as backfilling progresses. After having tamped and settled the bottom two-thirds (2/3) of the hole, thoroughly puddle with water and fill remaining one third of the hole with planting soil, tamping and watering to eliminate air pockets.

c. *Fertilizing*

Apply fertilizer to trees three (3) weeks after planting. For large trees that require five (5) pounds or more of fertilizer, Contractor must place fertilizer evenly spaced at the edge of the rootball into holes poked in the soil to a depth that allows the fertilizer to be poured below the root zone of adjacent shrubs and grass, to avoid burning large trees.

Water Trees and sod thoroughly two days prior to applying fertilizer, and wash fertilizer off Tree leaves immediately after fertilizing.

d. *Mulch*

Within 24 hours after planting, Contractor must apply mulch in the planted area(s). The mulch must be uniformly applied to a depth of approximately three (3") inches, or other depth as indicated otherwise, over all shrub and ground cover areas, (except Wedelia) and in three-foot

(3') diameter circles around trees and palms in sod areas. Keep mulch back six (6") inches from trunks or stems.

*e. Stalking and Guying*

Stalking and guying should be performed as detailed in ANSI A300 (Part 6)-2012 Planting and Transplanting, 2015 FDOT Design Standards where applicable.

The Contractor must remove and dispose of materials when it is determined that sufficient time has elapsed for the roots to stabilize the Tree, and as approved by the Town.

*f. Watering After Planting*

Initially, water the Tree and landscape material to develop uniform coverage and deep water penetration of at least six inches. Avoid erosion, puddling, and washing soil away from Tree roots.

During project installation and the one (1) year plant establishment period, keep the soil moisture at all planting areas at field capacity. It is the contractor's responsibility for supplying water and pay for any fees associated with water use. Soil moisture level shall be taken from a four (4) inch deep excavation, at which point the soil shall hold together to form a hand clump, to be considered at field capacity. Provide continuous watering of Trees, landscape material and sod after planting in order to achieve optimum growth conditions to establish the plantings. Water must be applied as necessary and the amount of water and frequency of watering must be based on the specific needs of each tree type, the time of year, amount of rainfall and other environmental conditions it is exposed to. This watering must begin after the Tree or landscape material is planted and continue until final acceptance or for a minimum of sixty (60) consecutive calendar days, whichever is greater in time. All trees and landscape material must be hand-watered during this period. Hand watering may be performed by truck or tank if water is not available at the site. Do not rely on any irrigation system that may be present to achieve this task. It may deliver the volume of water required, without flooding areas beyond where water is needed or over-watering other landscape material or it may not be operational. New sod that is needed as a result of the Work performed, must be of the St. Augustine Palmetto variety, unless otherwise specified by the Town, and must be hand-watered on top immediately after placing and rolling, and once daily for one (1) week afterwards.

*g. Pruning and Thinning*

Pruning shall comply with ANSI A300 and these specifications. The Contractor's certified arborist shall oversee all pruning operations. Tree, palm, shrub and root pruning is required during construction and during the 1 year establishment period:

- a. To remove all crossing, deflecting and circling roots.
- b. To maintain the DEPARTMENT's Maintenance Rating Program requirements and mast arm clearance.
- c. To maintain Index 546 horizontal and vertical clearances within the limits of clear sight.
- d. To maintain visibility of signs,
- e. Where noted in these plans.

The amount of general pruning and thinning must be limited to the minimum necessary to remove dead or injured twigs and branches and to compensate for the loss of roots as a result of transplanting operations. Pruning and thinning must be done in such a manner as not to change the natural habit or shape of a Tree. The Town must be contacted prior to performing any major pruning and thinning. The Town may elect to be present during any pruning and thinning.

All broken or damaged roots must be cut off smoothly.

"Hat racking" will only be allowed with the prior written approval of the Project Manager.

*h. Weeding*

In the event that weeds or other undesirable vegetation becomes prevalent to such an extent that they threaten Tree or landscape material, they must be removed. This condition will apply during the construction, maintenance and warranty periods.

If necessary, the planting material, mulch, sand or planting soil must be replaced as needed to eliminate weeds or undesirable vegetation at the expense of the Contractor.

**E1.16. RESPONSIBILITY PRIOR TO FINAL ACCEPTANCE**

*a. Maintenance Prior to Final Acceptance*

Maintenance will begin immediately after each Tree and landscape material is planted and continue except for the watering indicated in the paragraph below. The watering must begin as indicated and must continue until completed, even if the indicated period goes beyond the time of final acceptance.

Tree and landscape maintenance includes watering, pruning, weeding, cultivating, repair of erosion, mulching, tightening and repairing of guys, stakes, braces, etc., replacement of sick or dead Trees or landscape material, resetting Trees to proper grades or upright position, maintenance of the watering saucer, fertilizing, , and all other care needed for proper growth of the Trees and landscape material.

Immediately after planting, each Tree and landscape material must be watered and the watering period must continue until final acceptance or for a minimum of sixty (60) consecutive calendar days, whichever is greater in time. Refer to the section entitled "Watering" for additional requirements.

All Tree and landscape material must be weeded once a week. In the event that weeds or other undesirable vegetation becomes prevalent to such an extent that they threaten Tree material, the weeds must be removed as directed by the Town. If necessary, the Tree material, mulch, sand or planting soil must be replaced as needed to eliminate weeds or undesirable vegetation at the expense of the Contractor.

**E1.17. INSECTICIDES AND FUNGICIDES**

Contractor must apply all insecticides and fungicides as needed, for complete control of pests and diseases during the warranty period. The materials and methods must be in accordance with highest standard horticultural practices, and approved by the Town, prior to implementation.

When a chemical is being applied, the person using it must have in their possession, a specimen label and the Material Safety Data Sheet. Also, the chemical must be applied as indicated on the said labeling. Only products approved by the Federal Environmental Protection Agency are to be used. No products containing 2-4D must be used.

The spraying of insecticides and other such chemicals are to be confined to the individual Tree. Spraying techniques which may introduce the material being sprayed beyond the immediate area of the individual Tree, is strictly prohibited.

The implementation of control measures for pests and disease infestations must be in strict compliance with all federal and local regulations. Upon request, the Contractor must furnish documentation of such compliance.

All insecticides must be applied by an operator licensed pursuant to Chapter 487 of the Florida Statutes. The operator must have the license/certification in their possession when insecticides are being applied.

**E1.18. PROTECTION**

Planted Trees must be protected against trespassing and damage. If any Trees become damaged or injured, they must be treated or replaced as directed and in compliance with the specifications at no additional cost to the Town. No Work is to be done within or over planting areas or adjacent to Trees without proper safeguards and protection. All trees and palms adjacent to construction activities shall be barricaded, unless designated to be removed.

**E1.19. TREE CUTTINGS AND DEBRIS CLEAN UP**

Keep sidewalks, curbs and gutters, drainage structures, driveways, parking areas, streets, terraces, decks and pavers free of Tree cuttings, debris and stains.

**E1.20. REJECTED MATERIAL**

Material rejected during the course of construction must be removed with fourteen (14) calendar days and replaced before an inspection for completion will be scheduled.

**E1.21. SURVIVAL AND CONDITIONS**

The Contractor will be responsible for the proper maintenance and the survival and condition of all landscape items from the time a landscape item is installed until final acceptance.

**E1.22. REPLACEMENT**

Replacement of trees and landscape material is the sole responsibility of the Contractor including the possible replacement of Tree material resulting from removal by theft or vandalism or acts of negligence on the part of others. All Tree material must be alive and in good growing condition for each specific kind of Tree at the time of final acceptance.

**E1.23. RATING**

The rating of Tree and landscape material according to Florida Grades and Standards must be equal to or better than that called for on the plans and in these specifications at the time of final acceptance.

**E2. IRRIGATION SYSTEM INSTALLATION**

Install and maintain proposed irrigation per the project plans, which includes, but is not limited to, the locations and sizes of pumps, pump stations, mainlines, lateral lines, irrigation heads, valves, backflow and control devices. Contractor shall be responsible for maintenance of the system during the warranty period. This includes the replacement of sprinkler heads that may be damaged as a result of vandalism or system performance. The contractor will provide a written or graphic guide for care and maintenance of the irrigation system after the warranty period. The warranty period will be for one (1) year after the date of acceptance.

## SECTION F. BID FORM

Bid submittal of \_\_\_\_\_  
(Name of Bidder)

\_\_\_\_\_  
(Address)

Submitted on: \_\_\_\_\_  
(Date)

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

### **FDOT Beautification 77<sup>th</sup> Court Project**

**Bid No: 2017-09**

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

\_\_\_\_\_

This Bid Form is submitted as part of the Bidder's Bid submittal ("Submittal") in response to the ITB issued by the Town of Miami Lakes with respect to ITB Number 2017-09.

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

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

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

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

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

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

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

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

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

### **BID PRICE**

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

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

**Total Bid Amount:**     \$ \_\_\_\_\_

Firm's Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

Town/State/Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Social Security No. or Federal  
I.D.No.: \_\_\_\_\_

(if available)

**END OF SECTION**

## ADDENDUM ACKNOWLEDGEMENT FORM

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

Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____

\_\_\_\_\_ No Addendum issued for this ITB

Firm's Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_



**CERTIFICATE OF AUTHORITY  
(IF CORPORATION)**

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

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

Secretary: \_\_\_\_\_

Print: \_\_\_\_\_

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**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, must be the official act and deed of the partnership.

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

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

Partner: \_\_\_\_\_

Print: \_\_\_\_\_

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**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 \_\_\_\_\_)

) SS:

COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has produced  
\_\_\_\_\_ as identification and who (did / did not) take an oath.

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

STATE OF FLORIDA

\_\_\_\_\_  
PRINTED, STAMPED OR TYPED

NAME OF NOTARY PUBLIC

## SECTION G. QUESTIONNAIRE

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

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

### A. Business Information

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

b. Date company licensed by the State of Florida or Miami-Dade County: \_\_\_\_\_

c. State and Date of Incorporation: \_\_\_\_\_

c. What is your primary business? \_\_\_\_\_

(This answer should be specific)

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

2. Name and Licenses of any prior companies

Name of Company

License No.

Issuance Date

\_\_\_\_\_

\_\_\_\_\_

3. Type of Company:

☐ Corporation ☐ "S" Corporation ☐ LLC ☐ Sole Proprietorship ☐ Other: \_\_\_\_\_

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

4. Company Ownership

a. identify all owners of the company

Name	Title	% of ownership
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_____
_____
_____
_____
_____

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
_____		<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
_____		<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
_____		<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
_____		<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

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

5. Employee Information

Total No. of Employees: \_\_\_\_\_ Number of Managerial/Admin. Employees: \_\_\_\_\_

Number of Trades Personnel and total number per classification:

(Apprentices must be listed separately for each classification)

_____
_____
_____

6. Name of Certified Arborist: \_\_\_\_\_ (provide copy of license)
7. Will a Labor Force Company be used to provide workers? ☐ Yes ☐ No
8. Has any owner or employee of the company ever been convicted of a federal offense or moral turpitude: If yes, please explain:  
\_\_\_\_\_  
\_\_\_\_\_
9. Insurance & Bond Information
- a. Insurance Carrier name & address: \_\_\_\_\_  
\_\_\_\_\_
- b. Insurance Contact Name, telephone, & e-mail: \_\_\_\_\_  
\_\_\_\_\_
- c. Insurance Experience Modification Rating (EMR): \_\_\_\_\_  
(if no EMR rating please explain why)
- d. Number of Insurance Claims paid out in last 5 years & value: \_\_\_\_\_
- e. Bond Carrier name & address: \_\_\_\_\_  
\_\_\_\_\_
- f. Bond Carrier Contact Name, telephone, & e-mail: \_\_\_\_\_  
\_\_\_\_\_
- g. Number of Bond Claims paid out in last 5 years & value: \_\_\_\_\_
10. Have any claims lawsuits been file against your company in the past 5 years, If yes, identify all where your company has either settle or an adverse judgment has been issued against your company. Identify the year basis for the claim or judgment & settlement unless the value of the settlement is covered by a written confidentiality agreement.  
\_\_\_\_\_  
\_\_\_\_\_
11. To the best of your knowledge is your company or any officers of your company currently under investigation by any law enforcement agency or public entity. If yes, provide details:  
\_\_\_\_\_  
\_\_\_\_\_
12. Has your company been assessed liquidated damages or defaulted on a project in the past five (5) years? ☐ Yes ☐ No (If yes, provide an attachment that provides an explanation of the project and an explanation.

13. Has your company been cited for any OSHA violations in the past five (5) years? If yes, please provide an attachment including all details on each citation, ☐ Yes ☐ No
14. Provide an attachment listing all of the equipment, with a value of \$3,000 or greater, owned by your company.
15. Provide an attachment listing of all equipment that your company does not own but plans to rent, lease, or borrow for the performance of the Work

**B. Project Management & Subcontract Details**

1. Project Manager for this Project:

a. Name: \_\_\_\_\_

b. Years with Company: \_\_\_\_\_

c. Licenses/Certifications: \_\_\_\_\_

d. Last 3 projects with the company including role, scope of work, & value of project:

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2. Subcontractors:

Name	Trade/Work to be performed	% of Work	License No.
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3. Scope of actual Work to be performed by your company and the corresponding percentage of the work: (This does not include such items as insurance \* bonds, dumpsters, trailers, and other similar non-construction work items)

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**C. Current and Prior Experience:**

1. Current Experience including current under projects or contracts, recently awarded, or pending award (Provide an attachment to this questionnaire that lists all such contracts or projects, including the owner's name, title and value of project, scope of work, projected or actual start date, projected completion date.

2. Prior contracts or projects of a similar size, scope, and complexity: Provide an attachment to this Questionnaire that includes contracts or projects the Bidder considers of a similar, size, scope and complexity that the Town should consider in determining the Bidders responsiveness and responsibility. This attachment must include the contracts or projects that meet the minimum number of contracts or projects identified by the bid 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 reference letter is to be completed by the owner of the Project and submitted as part of the Bid submission.

#### **D. Bidder's References**

Bidders are to include a minimum of five (5) references from contracts or projects listed in C.2 above. The attached form is to be used and is to be included with the Bid submission. The Town, at its sole discretion may allow the Bidder to submit the references after the specified date for Bid submission.

#### **E. Declaration**

I declare under penalty of perjury that the foregoing information is true and correct.

Executed on \_\_\_\_\_ (date)

Authorized representative (print): \_\_\_\_\_

Authorized representative (signature): \_\_\_\_\_

## SECTION H. REQUIRED ATTACHMENTS

### TRENCH SAFETY ACT

**Contract No.** \_\_\_\_\_

The Proposer, by virtue of signing the Price Form, affirms that the Proposer is aware of the Trench Safety Act, and will comply with all applicable trench safety standards. Such assurance will be legally binding on all persons employed by the Proposer and Subcontractor, and Subconsultant.

The Proposer is also obligated to identify the anticipated method and cost of compliance with the applicable trench safety standards for the Project.

The following items are a breakout of the respective items involving trenching under the Contract identified above and are included in the unit prices.

The Proposer further identifies the costs and methods summarized below:

Description	Unit	Quantity	Unit Price	Extended Price	Method
_____	_____	_____	\$ _____	\$ _____	_____
_____	_____	_____	\$ _____	\$ _____	_____
_____	_____	_____	\$ _____	\$ _____	_____
_____	_____	_____	\$ _____	\$ _____	_____
_____	_____	_____	\$ _____	\$ _____	_____
Total			\$ _____		





## CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for Bid No. 2017-09

Name of Bidder: \_\_\_\_\_

The above referenced contractor is submitting on a bid solicitation that has been issued by the Town. We require that the Bidder provide written references with their Bid submission and by providing you with this document the Contractor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information your feel is pertinent:

**Name of Public Entity:** \_\_\_\_\_

Name of Project: \_\_\_\_\_

Scope of work: \_\_\_\_\_

Initial Value of Contract \$\_\_\_\_\_ Is contract active? ☐ Yes ☐ No

Final Contract Value: \$\_\_\_\_\_

Was the work performed timely: ☐ Yes ☐ No

Was the work performed to acceptable quality standards? ☐ Yes ☐ No

Were the number of RFIs submitted reasonable for the scope of the project(s)? ☐ Yes ☐ No

Number of Change Orders: \_\_\_\_\_ Where any Contractor driven? ☐ Yes ☐ No

Would you enter into a contract with the Contractor in the future? ☐ Yes ☐ No

If no to any of the above please provide details below. Provide any other comment you feel appropriate.

---

---

---

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name of Owner: \_\_\_\_\_

Name of individual completing this form: \_\_\_\_\_ Date: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Sincerely,

Thomas Fossler  
Procurement Specialist

**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA                    }  
  }  
COUNTY OF \_\_\_\_\_        }

SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Miami Lakes, its elected officials, and \_\_\_\_\_ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

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

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

Sworn and subscribed before this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
(Printed Name)

My commission expires: \_\_\_\_\_

## NON-COLLUSIVE AFFIDAVIT

State of \_\_\_\_\_ }  
                                      } SS:  
County of \_\_\_\_\_ }

\_\_\_\_\_ being first duly sworn, deposes and says that:

- a) He/she is the \_\_\_\_\_, (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_, the Bidder that has submitted the attached Proposal;
- b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- c) Such Proposal is genuine and is not collusive or a sham Proposal;
- d) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Bidder, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

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

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

## NON-COLLUSIVE AFFIDAVIT (CONTINUED)

## ACKNOWLEDGMENT

State of \_\_\_\_\_ )  
 \_\_\_\_\_ ) SS:  
 County of \_\_\_\_\_ )

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_

to me well known and known by me to be the person described herein and who executed the foregoing

Affidavit and acknowledged to and before me that \_\_\_\_\_ executed said

Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires:

Notary Public State of Florida at Large

## PROPOSER'S RELATIONSHIPS WITH THE TOWN AFFIDAVIT

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**SWORN STATEMENT ON PUBLIC ENTITY CRIMES**  
**SECTION 287.133(3)(a), FLORIDA STATUTES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the Town of Miami Lakes

by \_\_\_\_\_  
[print individual's name and title]

for \_\_\_\_\_  
[print name of entity submitting sworn statement]

whose business address is

\_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

(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, will be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months will be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any

natural person or entity organized under the laws of any state or of the United States with the legal 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.

\_\_\_\_\_  
Signature of Entity Submitting Sworn Statement

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Personally known \_\_\_\_\_

OR produced identification \_\_\_\_\_ Notary Public – State of \_\_\_\_\_

\_\_\_\_\_  
(type of identification)

My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Printed, typed or stamped commissioned name notary public)



# CONFLICT OF INTEREST AFFIDAVIT

State of \_\_\_\_\_ }  
                             } SS:  
County of \_\_\_\_\_ }

\_\_\_\_\_ being first duly sworn, deposes and says that he/she is the (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_, the Bidder that has submitted the attached Bid/Proposal and certifies the following;

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

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

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness

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

(Printed Name)

(Title)

Form COI

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

WITNESS, my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires:

\_\_\_\_\_  
Notary Public State of Florida at Large

Form COI

## 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: \_\_\_\_\_

Authorized representative (print): \_\_\_\_\_

Authorized representative (signature): \_\_\_\_\_ Date: \_\_\_\_\_



## **SECTION I. FORMS**

## CONTRACT EXECUTION FORM

(DO NOT FILL OUT THIS FORM)

This Contract 2017-09 made this \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_ in the amount not to exceed \$\_\_\_\_\_by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and (name of Contractor)

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

Attest:

TOWN OF MIAMI LAKES

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

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

By: \_\_\_\_\_  
Town Attorney

Signed, sealed and witnessed in the presence of:

As to the Contractor:

(Contractor's Name)

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

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

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

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

## CORPORATE RESOLUTION

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

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

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

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

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

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

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

(Corporate Seal)



## LEASED EMPLOYEE AFFIDAVIT

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of workers who are not employees of the company are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the Town in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the Town with a certificate of insurance from the leasing company providing proof of workers' compensation coverage prior to these workers entering any Town Work site.

I further agree to notify the Town if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: \_\_\_\_\_

Workers' Compensation Carrier: \_\_\_\_\_

A.M. Best Rating of Carrier: \_\_\_\_\_

Inception Date of Leasing Arrangement: \_\_\_\_\_

I further agree to notify the Town in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the Town that documents the change of carrier.

Name of Contractor: \_\_\_\_\_

Signature of Owner/Officer: \_\_\_\_\_

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

## 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. **2017-09**, awarded the \_\_\_\_\_ day of \_\_\_\_\_, **20**\_\_\_\_, with Town which Contract Documents are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated damages, and other damages identified, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

1. Performs the Contract between Contractor and Town for Work on the **FDOT Beautification 77<sup>th</sup> Court Project**, the Contract being made a part of this Bond by reference, at the times and in the manner prescribed in the Contract; and
2. Pays Town all losses, liquidated damages, expenses, costs and attorney's fees including appellate proceedings, that Town sustains as a result of default by Contractor under the Contract; and
3. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract; then THIS BOND IS VOID, OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.
4. Whenever Contractor is, and declared by Town to be, in default under the Contract, and the Town having performed Town obligations hereunder, the Surety must promptly remedy the default, or must promptly:
  - 4.1. Complete the Project in accordance with the terms and conditions of the Contract Documents;
  - or

**FORM OF PERFORMANCE BOND (Page 2 of 2)**

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

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

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

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Contractor

WITNESSES:

\_\_\_\_\_  
(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. 2017-09**, for the **FDOT Beautification 77<sup>th</sup> Court Project**, awarded the \_\_\_\_\_ day of \_\_\_\_\_, **20\_\_**, with Town which Contract are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated damages, and other damages identified, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

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

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

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

## FORM OF PAYMENT BOND (Page 2 of 2)

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

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

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Contractor

ATTEST:

\_\_\_\_\_  
(Name of Corporation)

\_\_\_\_\_  
(Secretary)

By:

\_\_\_\_\_  
(Signature)

(Corporate Seal)

\_\_\_\_\_  
(Print Name and Title)

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

IN THE PRESENCE OF:

INSURANCE COMPANY:

By:

\_\_\_\_\_  
Agent and Attorney-in-Fact

Address: \_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City/State/Zip Code)

Telephone No.: \_\_\_\_\_



**Town of Miami Lakes**  
**FDOT Beautification 77<sup>th</sup> Court Project**  
**Bid No.: 2017-09**



## Pricing Forms & Bid Questionnaire

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## SECTION F. BID FORM

Bid submittal of SFM Services, Inc.

(Name of Bidder)

9700 NW 79<sup>th</sup> Ave. Hialeah Gardens, FL 33016

(Address)

Submitted on: 12-5-16

(Date)

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

**FDOT Beautification 77<sup>th</sup> Court Project**

**Bid No: 2017-09**

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

This Bid Form is submitted as part of the Bidder's Bid submittal ("Submittal") in response to the ITB issued by the Town of Miami Lakes with respect to ITB Number 2017-09.

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

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

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

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

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



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

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


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

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

### BID PRICE

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

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

Total Bid Amount: \$ 124,607.64  
Firm's Name: SFM Services, Inc.  
Signature:   
Printed Name/Title: Christian Infante - President  
Town/State/Zip: Hialeah Gardens, FL 33016  
Telephone No.: 305-818-2424  
Facsimile No.: 305-818-3510 E-Mail Address: cinfante@sfmtservices.com

Social Security No. or Federal  
I.D.No.: 59-2766887

(if available)

END OF SECTION

Town of Miami Lakes  
ITB 2017-09 FDOT BEAUTIFICATION 77th COURT  
Bid Form

**BID FORM NOTES:**

1. All bid prices shall be inclusive of all labor, equipment, material, machinery, tools, means of transportation, mobilization, maintenance of traffic, supplies, equipment, applicable permitting coordination and services, testing costs, sales tax and all other applicable taxes and fees.
2. Reference Attachment "A" Project Plans for line item details.
3. The Bidder agrees to perform all the work described in the Contract Documents for a lump sum amount.
4. It is the intention of the Town to award a contract to the lowest responsible and responsive Bidder based on the total amount of the bid.
5. Contractor will be paid based on actual work performed.
6. Quantities in Bid Form are based on estimates only and are not intended to reflect the actual quantities required. As such, the Town reserves the right to reduce quantities or sizes as needed.

Item No.	Symbol	Description	INSTALL SPEC	U/M	Unit Price	Quantity	Extended Price
1	TDB	BALD CYPRESS (TAXODIUM DISTICHUM)	Reference plan sheet No. L-4	EA	\$ 764.24	10	\$ 7,642.44
2	QUV	LIVE OAK (QUERCUS VIRGINIANA 'HIGH RISE')	Reference plan sheet No. L-4	EA	\$ 1,320.64	21	\$ 27,733.52
3	QUV2	LIVE OAK (QUERCUS VIRGINIANA )	Reference plan sheet No. L-4	EA	\$ 2,363.89	16	\$ 37,822.30
4	CHI	RED TIP COCOPLUM (CHRYSOBALANUS ICACO 'RED TIP')	Reference plan sheet No. L-4	EA	\$ 43.34	32	\$ 1,386.72
5	HED	PURPLE FOUNTAIN GRASS (PENNISETUM SETACEUM 'RUBRUM')	Reference plan sheet No. L-4	EA	\$ 11.56	67	\$ 774.25
6	PES	BEACH SUNFLOWER (HELIANTHUS DEBILIS)	Reference plan sheet No. L-4	EA	\$ 7.21	72	\$ 519.05
7		NATURAL MULCH	Reference plan sheet No. L-4	CY	\$ 47.83	3	\$ 143.50
8		IRRIGATION & ELECTRICAL LUMP SUM	Reference plan sheet No. IR-1 to E-3	LS	\$ 48,585.85	1	\$ 48,585.85
						<b>TOTAL BID AMOUNT</b>	<b>\$ 124,607.64</b>

Firm's Name:

Authorized Signatory:

Print Name/Title:

Email Address:

Mario Cantero  
Landscaping Manager  
mcantero@sfm-services.com

## ADDENDUM ACKNOWLEDGEMENT FORM

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

Addendum No. <u>1</u> ,	Dated <u>12-1-16</u>
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____

\_\_\_\_\_ No Addendum issued for this ITB

Firm's Name: SFM Services, Inc.

Signature: 

Printed Name/Title: Christian Infante - President





**Town of Miami Lakes**  
**ITB 2017-09**  
**FDOT Beautification 77<sup>th</sup> Court Project**  
**Addendum #1**  
**Due Date: December 5, 2016**

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

**Questions and Answers**

1. Will other contractors perform the necessary tree or vegetation removal work?

**Response:** Yes.

2. Is sod included as part of this project?

**Response:** Sod is not part of this project.

Acknowledgement:

Christian Infante

Name of Signatory

President

Title

12-1-16

Date

Signature

SFM Services, Inc.

Name of Bidder

**CERTIFICATE OF AUTHORITY  
(IF CORPORATION)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of SFM Services, Inc., a corporation organized and existing under the laws of the State of Florida, held on the 30<sup>th</sup> day of November 2016, a resolution was duly passed and adopted authorizing (Name) Christian Infante as (Title) President of the corporation to execute bids on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, must be the official act and deed of the corporation. I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 30<sup>th</sup> day of November, 2016.

Secretary: \_\_\_\_\_

Print: Jose Infante

---

**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, must be the official act and deed of the partnership.

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

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

Partner: \_\_\_\_\_

Print: \_\_\_\_\_

---

**CERTIFICATE OF AUTHORITY  
(IF INDIVIDUAL)**

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

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

Signed: \_\_\_\_\_

Print: \_\_\_\_\_

NOTARIZATION

STATE OF Florida )

) SS:

COUNTY OF Miami-Dade )

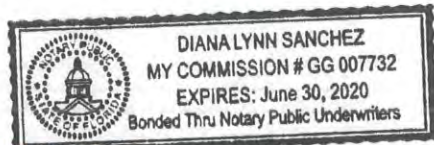
The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of November, 2016, by Christian Infante, who is personally known to me or who has produced N/A as identification and who (did / did not) take an oath.

Diana Lynn Sanchez

SIGNATURE OF NOTARY PUBLIC

STATE OF FLORIDA

Diana Lynn Sanchez



PRINTED, STAMPED OR TYPED

NAME OF NOTARY PUBLIC



## SECTION G. QUESTIONNAIRE

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

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

### A. Business Information

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

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

SFM Landscape Services, LLC.  
Miami Dade Local Business TAX #1743963 08/10/16

International Society of Arboriculture - Christian  
#FL5916A Infante 06/08/2008

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

b. Date company licensed by the State of Florida or Miami-Dade County: January 9, 1987

c. State and Date of Incorporation: Florida - January 9, 1987

c. What is your primary business? Landscape services  
(This answer should be specific)

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

N/A

e. 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

2. Name and Licenses of any prior companies

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

N/A

3. Type of Company:

☐ Corporation ☒ "S" Corporation ☐ LLC ☐ Sole Proprietorship ☐ Other: \_\_\_\_\_

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

4. Company Ownership

a. identify all owners of the company

Name Title % of ownership

Christian Infante - President 49%  
Jose M. Infante - Vice President 51%

- 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

SFM Security Services, Inc.  
Christian Infante - 49% & Jose M. Infante - 51%

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

Name	Title	Signatory Authority	All	Cost	No-Cost	Other
<u>Christian Infante - President</u>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Jose M. Infante - Vice President</u>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

5. Employee Information

Total No. of Employees: 700 Number of Managerial/Admin. Employees: 12

Number of Trades Personnel and total number per classification:  
 (Apprentices must be listed separately for each classification)

688 - Laborers



6. Name of Certified Arborist: see attached certificates (provide copy of license)
7. Will a Labor Force Company be used to provide workers? ☐ Yes ☒ No
8. Has any owner or employee of the company ever been convicted of a federal offense or moral turpitude: If yes, please explain:

NO

9. Insurance & Bond Information

a. Insurance Carrier name & address: Brown & Brown of Florida, Inc.

14900 NW 79 Court Miami Lakes, FL 33016

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

305-364-7865 - falvarez@bbmia.com

c. Insurance Experience Modification Rating (EMR): .94  
(if no EMR rating please explain why)

d. Number of Insurance Claims paid out in last 5 years & value: 48 claims paid out - \$647,302.24

e. Bond Carrier name & address: Security Bond Associates, Inc.

10131 S.W. 40th ST. Miami, FL 33165

f. Bond Carrier Contact Name, telephone, & e-mail: Ms. Odalis Cabrera

305-552-5414 - odalis@sbaai.com

g. Number of Bond Claims paid out in last 5 years & value: None

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

Case # 13-33615-CA-01 Jeshoa Mesa Vs. Town of

Miami Lakes, 3rd Party Vs. SFM Services, Inc FKA South Florida Maintenance, Inc

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

NO

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



International  
Society  
of Arboriculture™

**ISA Certified Arborist®**

**Robert Fisk**

Certificate Number:

FL-5346A

Expiration Date:

Dec 31, 2017

# INTERNATIONAL SOCIETY OF ARBORICULTURE

## CERTIFIED ARBORIST™

Jose M. Infante

Having successfully completed the requirements set by the Arborist Certification  
Board of the International Society of Arboriculture,  
the above named is hereby recognized as an ISA Certified Arborist®



Jim Skiera, Executive Director  
International Society of Arboriculture

*Skip Kinsman*

Certification Board, Chair  
International Society of Arboriculture

FL-0273A

6 Jan 1998

30 Jun 2019

Certification Number

Certified Since

Expiration Date



# INTERNATIONAL SOCIETY OF ARBORICULTURE

## CERTIFIED ARBORIST™

*Christian H. Infante*

Having successfully completed the requirements set by the Arborist Certification

Board of the International Society of Arboriculture,

the above named is hereby recognized as an ISA Certified Arborist®



Jim Sklar, Executive Director  
International Society of Arboriculture

*Skip Kusan*

Certification Board, Chair  
International Society of Arboriculture

FL-5916A

Jun 8, 2008

Jun 30, 2017

Certification Number

Certified Since

Expiration Date



# INTERNATIONAL SOCIETY OF ARBORICULTURE

## CERTIFIED ARBORIST™

### Robert Sunshine

Having successfully completed the requirements set by the Arborist Certification  
Board of the International Society of Arboriculture,  
the above named is hereby recognized as an ISA Certified Arborist®



Jim Skiera, Executive Director  
International Society of Arboriculture

*Skip Kinsman*

Certification Board, Chair  
International Society of Arboriculture

FL-6141A

Nov 14, 2009

Dec 31, 2018

Certification Number

Certified Since

Expiration Date





**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

December 1, 2016

SFM Services, Inc.  
9700 NW 79 Avenue  
Hialeah, FL 33016

RE: Workers Compensation  
Experience Modification and Claims Summary

To Whom It May Concern:

This is to confirm that SFM is a very valued client of Brown & Brown of Florida, Inc. and we hold them in the highest regard. Their current experience modification factor promulgated by the NCCI is 0.94.

During the last five years they have incurred 48 claims with total incurred expenses of \$647,302.24.

Please feel free to reach out to me personally if you have any additional questions.

Sincerely,  
Brown & Brown of Florida, Inc. – Miami Division

A handwritten signature in black ink, appearing to read "Lissette Collazo".

Lissette Collazo  
Commercial Account Manager

13. Has your company been cited for any OSHA violations in the past five (5) years? If yes, please provide an attachment including all details on each citation, ☒ Yes ☐ No See Attached
14. Provide an attachment listing all of the equipment, with a value of \$3,000 or greater, owned by your company. See attached List
15. Provide an attachment listing of all equipment that your company does not own but plans to rent, lease, or borrow for the performance of the Work NONE

**B. Project Management & Subcontract Details**

1. Project Manager for this Project:

a. Name: Alain Bareirro

b. Years with Company: 11 years

c. Licenses/Certifications: Horticulture

d. Last 3 projects with the company including role, scope of work, & value of project:

City of Miami Beach - Landscaped Ground Maintenance - Approx - \$900,000.00

City of Doral - Landscape and Ground Maintenance - Approx - \$250,000.00

Town of Miami Lakes - Canal Systems and Area Maintenance - Approx - \$100,000.00

2. Subcontractors:

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

None

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

100% by SFM Services, Inc.

**C. Current and Prior Experience:**

1. Current Experience including current under projects or contracts, recently awarded, or pending award (Provide an attachment to this questionnaire that lists all such contracts or projects, including the owner's name, title and value of project, scope of work, projected or actual start date, projected completion date.



December 5, 2016

Town of Miami Lakes  
Attn: Town Clerk  
6601 Main Stree  
Miami Lakes, FL 33014

FDOT Beautification 77<sup>th</sup> Project  
Bid NO. 2017-009

Answer to Question #13:

SFM Services, Inc. was cited by OSHA with a warning in 2013 due to a tree trimmer not wearing the harness belt while working in the bucket truck.



## JANTORIAL

JANTORIAL



LANDSCAPE

No.	PIC	ID No.	MAKE	MODEL	YEAR	V.I.N	INS EXP	TAG	Exp.	Value
1	X	23	Mack	Self loader Dump Trucks	2000	1M1AA13Y9YW115875	Nov-16	N4542P	Dec-16	\$ 25,000.00
2	X	25	Mack	CH613 Self loader Dump Trucks	2000	1M1AA13Y7YW115874	Nov-16	N4541P	Dec-16	\$ 25,000.00
3	X	102	CHEVROLET	Silverado	2007	2GCEC13C371571201	Nov-16	937JSL	Jun-16	\$ 8,500.00
4	X	107	CHEVROLET	Silverado 2500	2002	1GCHK23162F225522	Nov-16	134IXI	Dec-16	\$ 4,000.00
5	X	108	CHEVROLET	Pick up 1500	2005	1GCEC14V95Z174340	Nov-16	148YPJ	Jun-16	\$ 7,000.00
6	X	111	CHEVROLET	SILVERADO	2007	1GCEC14C37Z565162	Nov-16	936JSL	Jun-16	\$ 8,000.00
8	X	117	FORD	F-800 Bucket Truck	1995	1FDPF80C7SVA15554	Nov-16	N7824S	Dec-16	\$ 8,500.00
9	X	120	CHEVROLET	Silverado 1500	2003	1GCEC14X13Z336833	Nov-16	089KCX	Jun-16	\$ 6,000.00
10	X	121	CHEVROLET	Silverado 1500	2007	1GCEC18X47Z646831	Nov-16	002VVD	Jun-16	\$ 6,000.00
11	X	122	CHEVROLET	Silverado 2500	2007	1GCHC29U37E102658	Nov-16	P616UH	Dec-16	\$ 8,000.00
12	X	123	CHEVROLET	Silverado 1500	2007	1GCEC18X17Z844955	Nov-16	ESXW68	Jun-16	\$ 6,000.00
13	X	133	FORD	F-800 Diesel	1997	1FDXF80C7VVA36313	Nov-16	N6031T	Dec-16	\$ 10,000.00
14	X	135	CHEVROLET	COLORADO	2005	1GCCS148658218739	Nov-16	DUUJ28	Jun-16	\$ 5,000.00
15	X	136	CHEVROLET	SILVERADO	2007	2GCEC13C671616003	Nov-16	938JSL	Jun-16	\$ 6,000.00
16	X	137	CHEVROLET	SILVERADO	2005	1GCEC14XX5Z216791	Nov-16	DUUJ29	Jun-16	\$ 6,000.00
17	X	138	CHEVROLET	SILVERADO	2005	1GCEC19X052229283	Nov-16	DUUJ30	Jun-16	\$ 6,000.00
18	X	145	CHEVROLET	PK1500	2004	1GCEC14V64Z331272	Nov-16	V979MP	Jun-16	\$ 6,500.00
19	X	148	CHEVROLET	1500	2004	1GCEC14X05Z220154	Nov-16	144HKZ	Jun-16	\$ 6,500.00
20	X	151	CHEV Ext Cab	2500	2006	1GCHC29U66E105648	Nov-16	U341JE	Dec-16	\$ 7,000.00
21	X	158	Izuzu	FTR Plancha	1998	4GTJ7C138WJ600941	Nov-16	687HKX	Dec-16	\$ 8,000.00
22	X	160	CHEVROLET	PK1500	2007	3GCEC13C47G519681	Nov-16	939JSL	Jun-16	\$ 8,000.00
23	X	166	Tri fun	Truck 3	2009	5YPTT4789P000006	Nov-16	1839EF	Jun-16	\$ 5,000.00
24	X	182	CHEVROLET	Cargo Van	2011	1GCWGGCAXB1175016	Nov-16	646YTT	Dec-16	\$ 20,500.00
25	X	183	CHEVROLET	Silverado	2011	1GCRCP3BZ138837	Nov-16	528YUL	Jun-16	\$ 20,000.00
26	X	184	FORD	Ranger	2011	1FTKR1AD3BPA19044	Nov-16	103YUA	Jun-16	\$ 12,500.00
27		185	FORD	Ranger Super Cab 4x2	2011	1FTKR1ED2BPA58699	Nov-16	302YTT	Jun-16	\$ 13,000.00
28		188	Suzuki	Mini-Truck	2004	DA63T-303159	Nov-16	BHKM05	Jun-16	\$ 7,500.00
29		191	Ford	F750 Bucket Truck	2011	3FRNF7FC2BV133774	Nov-16	BJAD11	Dec-16	\$ 118,000.00
30		194	International	4900 (WATER TRUCK)	2000	1HTSDAAN6YH268998	Nov-16	N6855K	Dec-16	\$ 20,000.00
31		195	CHEVROLET	Silverado 1500	2013	1GCREA3DZ275836	Nov-16	BPKF97	Jun-16	\$ 26,353.89
32		197	Ford	F750 Bucket Truck	2011	3FRXF7FC5BV620301	Nov-16	CCIQ18	Dec-16	\$ 108,000.00
33		202	Nissan	Frontier	2015	1N6BD0CT5FN718378	Nov-16	DFHP70	Jun-16	\$ 18,817.00

## SECURITY

[illegible]

## SFM

[illegible]



2. Prior contracts or projects of a similar size, scope, and complexity: Provide an attachment to this Questionnaire that includes contracts or projects the Bidder considers of a similar, size, scope and complexity that the Town should consider in determining the Bidders responsiveness and responsibility. This attachment must include the contracts or projects that meet the minimum number of contracts or projects identified by the bid 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 reference letter is to be completed by the owner of the Project and submitted as part of the Bid submission.

**D. Bidder's References**


Bidders are to include a minimum of five (5) references from contracts or projects listed in C.2 above. The attached form is to be used and is to be included with the Bid submission. The Town, at its sole discretion may allow the Bidder to submit the references after the specified date for Bid submission.

**E. Declaration**

I declare under penalty of perjury that the foregoing information is true and correct.

Executed on 11-30-16 (date)

Authorized representative (print): Christien Infante

Authorized representative (signature): 

## SECTION H. REQUIRED ATTACHMENTS

### TRENCH SAFETY ACT

Contract No. 2017-09

The Proposer, by virtue of signing the Price Form, affirms that the Proposer is aware of the Trench Safety Act, and will comply with all applicable trench safety standards. Such assurance will be legally binding on all persons employed by the Proposer and Subcontractor, and Subconsultant.

The Proposer is also obligated to identify the anticipated method and cost of compliance with the applicable trench safety standards for the Project.

The following items are a breakout of the respective items involving trenching under the Contract identified above and are included in the unit prices.

The Proposer further identifies the costs and methods summarized below:

Description	Unit	Quantity	Unit Price	Extended Price	Method
<u>N/A</u>	_____	_____	\$ _____	\$ _____	_____
_____	_____	_____	\$ _____	\$ _____	_____
_____	_____	_____	\$ _____	\$ _____	_____
_____	_____	_____	\$ _____	\$ _____	_____
_____	_____	_____	\$ _____	\$ _____	_____
Total \$ <u>N/A</u>					

## ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA        }  
                                      }  
COUNTY OF Miami-Dade }

SS:

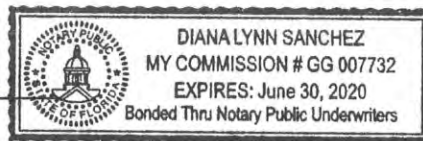
I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Miami Lakes, its elected officials, and SFM or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: [Signature]  
Title: President

Sworn and subscribed before this

30<sup>th</sup> day of November, 2016

Diana Lynn Sanchez  
Notary Public, State of Florida



Diana Lynn Sanchez  
(Printed Name)

My commission expires: June 30, 2016



## NON-COLLUSIVE AFFIDAVIT

State of Florida }

County of Miami-Dade } SS:

Christian Infante being first duly sworn, deposes and says that:

a) (He)/she is the President, (Owner, Partner, Officer, Representative or Agent) of SFM Services, 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;

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

Signed, sealed and delivered in the presence of:

Witness

Witness

By:

Christian Infante

(Printed Name)

President

(Title)

## NON-COLLUSIVE AFFIDAVIT (CONTINUED)

## ACKNOWLEDGMENT

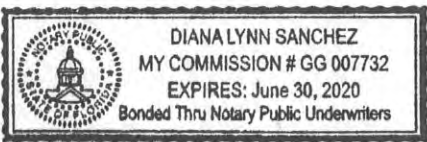
State of Florida )  
 ) SS:  
County of Miami-Dade

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

WITNESS, my hand and official seal this 30<sup>th</sup> day of November, 2016.

My Commission Expires: June 30, 2020

Diana Lynn Sanchez  
Notary Public State of Florida at Large





## CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for Bid No. 2017-09

Name of Bidder: SFM Services, Inc.

The above referenced contractor is submitting on a bid solicitation that has been issued by the Town. We require that the Bidder provide written references with their Bid submission and by providing you with this document the Contractor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Public Entity: Miami-Dade Parks, Recreation, and Office Spaces Department

Name of Project: Zoo Miami Florida: Mission Everglades Exhibit and Front Entry

Scope of work: Landscaping and Irrigation

Initial Value of Contract \$ 1,362,596.00 Is contract active? ☒ Yes ☐ No

Final Contract Value: \$ 1,430.479.23

Was the work performed timely: ☒ Yes ☐ No

Was the work performed to acceptable quality standards? ☒ Yes ☐ No

Were the number of RFIs submitted reasonable for the scope of the project(s)? ☒ Yes ☐ No

Number of Change Orders: 10 Where any Contractor driven? ☐ Yes ☒ No

Would you enter into a contract with the Contractor in the future? ☒ Yes ☐ No

If no to any of the above please provide details below. Provide any other comment you feel appropriate.

Change orders due to revisions of contract documents and added cleaning scope.

\_\_\_\_\_  
\_\_\_\_\_

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name of Owner: PCL Construction Services, Inc.

Name of individual completing this form: Donald Grady Date: December 1, 2016

Signature:  Title: Project Manager

Telephone: 407-466-6292 E-mail: djgrady@pcl.com

Sincerely,

Thomas Fossler  
Procurement Specialist



## CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for Bid No. 2017-09

Name of Bidder: SFM Services, Inc.

The above referenced contractor is submitting on a bid solicitation that has been issued by the Town. We require that the Bidder provide written references with their Bid submission and by providing you with this document the Contractor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Public Entity: City of Coral Gables

Name of Project: Tree Succession

Scope of work: LANDSCAPE INSTALLATION - CITY OF CORAL GABLES

Initial Value of Contract \$ 2.8 million Is contract active? ☒ Yes ☐ No

Final Contract Value: \$                     

Was the work performed timely: ☒ Yes ☐ No

Was the work performed to acceptable quality standards? ☒ Yes ☐ No

Were the number of RFIs submitted reasonable for the scope of the project(s)? ☒ Yes ☐ No

Number of Change Orders:                      Where any Contractor driven? ☐ Yes ☐ No

Would you enter into a contract with the Contractor in the future? ☒ Yes ☐ No

If no to any of the above please provide details below. Provide any other comment you feel appropriate.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Thank you for your assistance in helping us in evaluating our bid solicitation

Name of Owner: BOB BOBERMAN

Name of individual completing this form: BOB BOBERMAN Date: 12-5-16

Signature: Bob Boberman Title: LANDSCAPE SUPERINTENDENT

Telephone: 305-460-5138 E-mail: BBOBERMAN@CORALGABLES.COM

Sincerely,

Thomas Fossler  
Procurement Specialist



iNte

## MIAMI LAKES

*Growing Beautifully*

### CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for Bid No. 2017-09

Name of Bidder: SFM Services

The above referenced contractor is submitting on a bid solicitation that has been issued by the Town. We require that the Bidder provide written references with their Bid submission and by providing you with this document the Contractor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Public Entity: City of Miami Beach Greenspace Management Division

Name of Project: ITB 2014-275-LR Grounds Maintenance Services

Scope of work: Full Service Landscape Maintenance

Initial Value of Contract \$ \_\_\_\_\_ Is contract active? ☒ Yes ☐ No

Final Contract Value: \$ 1,103,761.72

Was the work performed timely: ☒ Yes ☐ No

Was the work performed to acceptable quality standards? ☒ Yes ☐ No

Were the number of RFIs (RFP) submitted reasonable for the scope of the project(s)? ☒ Yes ☐ No

Number of Change Orders: 0 Where any Contractor driven? ☐ Yes ☐ No

Would you enter into a contract with the Contractor in the future? ☒ Yes ☐ No

If no to any of the above please provide details below. Provide any other comment you feel appropriate. Contractor is reliable, well equipped and knowledgeable. Landscaping at Contract sites is well groomed, vigorous and healthy.

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name of Owner: City of Miami Beach

Name of individual completing this form: Millie McFadden

Date: 12/5/16

Signature:  Title: Greenspace Superintendent/Contract Administrator

Telephone: 786.299.6960

E-mail: milliemcfadden@miamibeachfl.gov

Sincerely,

Thomas Fossler  
Procurement Specialist

## PROPOSER'S RELATIONSHIPS WITH THE TOWN AFFIDAVIT

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
_____ Last name	_____ First name	_____ Relationship
_____ Last name	_____ First name	_____ Relationship

- b) Any family relationships with any employee or elected representative of the Town.

N/A		
_____ Last name	_____ First name	_____ Relationship
_____ Last name	_____ First name	_____ Relationship
_____ Last name	_____ First name	_____ Relationship



Authorized Signature

12-5-16

Date



**SWORN STATEMENT ON PUBLIC ENTITY CRIMES**  
**SECTION 287.133(3)(a), FLORIDA STATUTES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Town of Miami Lakes  
by Christian Infante - President  
[print individual's name and title]  
for SFM Services, Inc.  
[print name of entity submitting sworn statement]

whose business address is

9700 NW 79 Ave.  
Hialeah Gardens, FL 33016

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2766887

(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 that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, will be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months will be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any

natural person or entity organized under the laws of any state or of the United States with the legal 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.

  
Signature of Entity Submitting Sworn Statement

Sworn to and subscribed before me this 30th day of November, 2016.

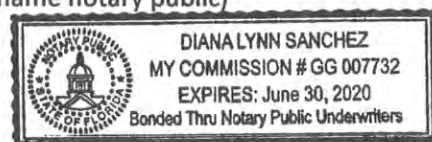
Personally known Christian Infante

OR produced identification N/A Notary Public – State of Florida

N/A  
(type of identification)

My commission expires June 30, 2020

Diana Lynn Sanchez  
(Printed, typed or stamped commissioned name notary public)





## CONFLICT OF INTEREST AFFIDAVIT

State of Florida }

County of Miami-Dade } SS:

Christian Infante being first duly sworn, deposes and says that he/she is the (Owner, Partner, Officer, Representative or Agent) of SFM Services, Inc. the Bidder that has submitted the attached Bid/Proposal and certifies the following;

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

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

Signed, sealed and delivered in the presence of:

Witness

By:

Christian Infante  
(Printed Name)  
President  
(Title)

Form COI

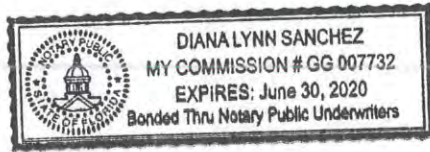
BEFORE ME, the undersigned authority personally appeared Christian Infante to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Christian Infante executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 30<sup>th</sup> day of November, 2016.

My Commission Expires: June 30, 2020

Diana Lynn Sanchez  
Notary Public State of Florida at Large

Form COI





## 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: SFM Services, Inc.

Authorized representative (print): Christian Infante

Authorized representative (signature): 

Date: 11/30/16







Sunday, December 04, 2016

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

### **Letter of Transmittal**

SFM Services, Inc. appreciates the opportunity to participate in the procurement process for the FDOT Beautification 77<sup>th</sup> Court Project in the Town of Miami Lakes. SFM has been providing landscape maintenance services to the City of Coral Gables since 2000. SFM also services other major public facilities, government entities and commercial properties.

SFM is your complete landscape service company. Aside from routine maintenance SFM also offers with its own in house work forces the following:

- Landscape Installation
- Tree trimming & removal
- Irrigation Installation
- Landscape Design
- Certified Arborist Consulting
- Disaster Recovery

SFM stockholders Mr. Jose Infante and Christian Infante are both ISA (International Society of Arboriculture) Certified Arborists. Jose Infante is also a licensed commercial pesticide applicator and a FNGLA Certified Landscape Maintenance Technician. (See attached certificates) Additionally, SFM has 2 other ISA certified arborists on staff. The SFM team uses the horticultural best management practices possible.

Some of SFM's notable clients in landscape services are the following entities:

- City of Coral Gables
- City of Miami Beach
- Homestead Miami Speedway
- City of South Miami
- Zoo Miami
- City of Doral

SFM is headquartered in Hialeah Gardens. SFM also owns a 10-acre tree farm in the City of Homestead. SFM currently has approximately 600 employees. Many of them receive continued education through their involvement in the following leading industry associations:

- Florida Nursery, Growers & Landscape Association (FNGLA)
- International Society of Arboriculture (ISA)
- American Public Works Association (APWA)
- American Traffic Safety Services Association (ATSSA)



We enforce a drug free policy and all employees are bonded and go through a criminal background check. We are a local certified minority owned company and we are confident that we are the right choice for the Town of Miami Lakes.

Respectfully Submitted,

Christian Infante  
Vice President



## **Proposer Experience**

**SFM Landscape** is the premier landscaping company in South Florida, recognized for our exceptional landscape maintenance, and installation. We maintain and service commercial properties, communities, and even entire cities across South Florida. You can see our work along South Florida's most prominent roads including: City of Coral Gables, City of Doral, City of South Miami, City of Miami Springs, City of Miami Beach, and several others.



Our team of experienced landscape professionals is equipped with a vast knowledge in horticulture. That, plus access to the latest equipment and a fleet of 70 vehicles, sets us apart from others. SFM is not your typical landscape company. We offer a variety of landscape services including: landscape installation and maintenance, tree care, debris removal, irrigation installation and maintenance and disaster recovery services.

SFM Services is part of FNGLA or Florida Nursery, Growers and Landscape Association and of the American Traffic Safety Services Association or ATSSA for Safer Roads. We are also Florida Department of Transportation or FDOT pre-qualified.

**Mario Cantero**, Landscape Manager. Mr. Cantero oversees all landscape operations. He has nine (9) years of experience in the service industry. He is M.O.T. certified and certified in Horticultural Studies. Mr. Cantero is currently seeking certification as Arborist with the International Society of Arboriculture.

**Robert Fisk**, ISA Arborist & Environmental Planner has a bachelor degree in landscape architecture from Louisiana State University. Mr. Fisk is also an ISA certified arborist and has over 15 years of landscape experience. Mr. Fisk provides quality control inspections of SFM Landscape accounts.

**Robert Sunshine** is an ISA certified Arborist and has over 10 years of landscape experience. Mr. Sunshine provides quality control inspections and coordinates landscape/irrigation installations.

**Rodney McNeil**, Athletic Fields Specialist. Mr. McNeil has four years of agronomy related studies. He has been directly involved in all of all phases of golf course construction from land clearing through turf grass establishment. He is a member of the Florida Turf Grass Association, Florida Golf Course Superintendents Association, and the Golf Course Superintendents Associations of America. He has been a member of the SFM team for over 7 years.



SFM Landscape believes in sustainability. That's why we have an entire Tree Care Division with 4 full-time certified ISA Arborist on staff.

Our commitment to nature includes growing our own trees and plants on our 10-acre tree farm located in Homestead, Florida. SFM Services is dedicated to its customers. We offer complete quality control and a proven method for handling each and every client.



## Key Personnel & Qualifications

SFM's team is composed of highly motivated, trained, and experienced personnel. The SFM team has the following certifications and credentials:

- ✓ ISA Certified Arborists
- ✓ M.O.T. (Maintenance of Traffic) Certified
- ✓ FNGLA Maintenance Technicians
- ✓ Licensed Herbicide Applicators
- ✓ Horticultural Certifications
- ✓ Tree Trimmer Licensed



**Jose M. Infante**, President of SFM Services, Inc. has forty (40) years of experience in the landscape industry. He is also a certified arborist. Mr. Infante is qualified and experienced in all aspects of landscape services. He is also a FNGLA Landscape Maintenance Technician. Mr. Infante was a past chair of the APWA (American Public Works Association) Attached please find resume. He also holds a pest control applicator license.



**Christian Infante**, Vice President has fifteen (15) years of experience in landscape management & irrigation. Mr. Infante has a Bachelor's degree in Business Marketing & Management from Florida International University (FIU), an ISA Certified Arborist, and a certification in Horticulture and M.O.T. traffic control



**Mario Cantero**, Landscape Manager. Mr. Cantero has been oversees all landscape operations. He has nine (9) years of experience in the service industry. He is M.O.T. certified and certified in Horticultural Studies. Mr. Cantero is currently seeking certification as Arborist with the International Society of Arboriculture.



**Robert Fisk**, Environmental Planner has a bachelor degree in landscape architecture from Louisiana State University. Mr. Fisk is also an ISA certified arborist and has over 15 years of landscape & irrigation experience.



**Robert Sunshine**, ISA Certified Arborist and SFM project manager with 10 years of experience in landscape management. Robert currently completed overseeing a large tree transplant and removal project for SFM at the Miami Metro Zoo.



**SFM Maintenance Crews** currently servicing the City of Doral will continue working in the City of Doral Right of Way Maintenance Contract. Management strongly believes in promoting from within our own staff. All supervisors have begun at the maintenance personnel level. SFM has very low turnover compared to other firms in the industry.



**Rodney McNeil**, Athletic Fields Specialist. Mr. McNeil has four years of agronomy related studies. He has been directly involved in all of all phases of golf course construction from land clearing through turf grass establishment. He is a member of the Florida Turf Grass Association, Florida Golf Course Superintendents Association, and the Golf Course Superintendents Associations of America.



**Alex Vila, Asset Manager**

Email: [avila@sfmtservices.com](mailto:avila@sfmtservices.com)

Mr. Vila plans, directs, and coordinates the operation of SFM's fleet and equipment. He oversees the preventative maintenance program for equipment, vehicles, fuel control & management, & GPS tracking management.



**Ivor Taylor, Director of Human Resources**

Email: [ITaylor@sfmtservices.com](mailto:ITaylor@sfmtservices.com)

Employees with any work related issues or accident reports meet with Maria routinely. Some of his duties include: Employee Drug Testing, Employee Criminal Back Ground Checks, Social Security Verification, Payroll Compliance, & compliance of Universal Health Care Coverage Law.



**Ruben Garcia, Chief Financial Officer**

Email: [rgarcia@sfmtservices.com](mailto:rgarcia@sfmtservices.com)

Mr. Garcia oversees all the daily accounting activities for SFM. Due to this labor intensive industry, daily reviews of direct labor and overhead absorption are provided to management. Provide financial support and tracking for cost improvements projects for the Company.



## Performance History



**Name of Project:** Landscape Maintenance Services

**Location:** City of Coral Gables

**Scope of Work:** SFM maintains the medians and right of ways for the City of Coral Gables. The contract consists of lawn maintenance, litter control, fertilization, and tree trimming.

**Owner Name:** City of Coral Gables

**Contact Information:**

Troy Springmyer, Public Service

Ph: 305.460.5130 Fax: 305.460.5133



**Name of Project:** Florida Mission Everglades Exhibit

**Location:** Miami Metro Zoo-Miami Dade County

**Scope of Work:** Landscape & irrigation installation at Zoo Miami

**Owner Name:** Miami Dade County

**Contact Information:**

Sean Knoell, Superintendent

6675 Westwood Blvd. #200, Orlando, FL 32821



**Name of Project:** Amazon & Beyond

**Location:** Miami Metro Zoo-Miami Dade County

**Scope of Work:** Landscape & irrigation installation & site work at Zoo Miami

**Owner Name:** Miami Dade County

**Contact Information:**

Sean Knoell, Superintendent

6675 Westwood Blvd. #200, Orlando, FL 32821



**Name of Project:** NW 58<sup>th</sup> Street Beautification Project

**Location:** NW 58<sup>th</sup> in City of Doral

**Scope of Work:** Complete landscape & irrigation on 58<sup>th</sup> street from 97<sup>th</sup> Ave to 107<sup>th</sup> Ave

**Owner Name:** City of Doral

**Contact Information:**

Rudy De La Torre, Public Works

8401 NW 53<sup>rd</sup> Terrace. Doral, FL 33166

Ph: 305.593.6725 Fax: 305.470.6850



**Name of Project:** SR 814/Atlantic Blvd. Landscape Beautification Project

**Location:** SR 814/Atlantic Blvd.

**Scope of Work:** Landscape & irrigation installation & site work on SR 814/Atlantic Blvd.

**Owner Name:** City of Coconut Creek

**Contact Information:**

Linda Jeethan, Purchasing Administrator

Ph: 954.973.6730 Fax: 954.973.6754



**Name of Project:** Beautification of SR 826 from SW 32<sup>nd</sup> Street to SW 16<sup>th</sup> Street

**Location:** SR 826 from SW 32<sup>nd</sup> Street to SW 16<sup>th</sup> Street, Miami, FL

**Scope of Work:** Landscape and irrigation in Coral Way entry and exit ramps

**Owner:** FDOT, District 6

**Contact Information:**

Anthony Sabbag, Project Administrator

Ph: 305.640.7292 Fax: 305-255-4953



**Name of Project:** Beautification of A1A

**Location:** SR A1A, Hallandale Beach, FL

**Scope of Work:** Landscape, irrigation, & tree relocation

**Owner:** City of Hallandale Beach

**Contact Information:**

Ido R. Shimony, Senior Project Engineer

Ph: 954.579.4892 Fax: 954.530.8397

➤ Additional references are available upon request.

### The Right Choice

SFM understands Town of Miami Lakes landscape needs. SFM has the qualifications, expertise, and the commitment to serve the Town of Miami Lakes.





FDOT Landscape Installation  
Coral Way Exits of SR 826



City of Coconut Creek



Old Spanish Village



Granada Golf Course



## Proposed Equipment

SFM foramen and maintenance crews use a pick up truck for mobilization and to haul small equipment. SFM has a fleet of over 40 similar pickup trucks.



All tree removal services will be performed using bucket trucks and grapple self loader dump trucks. SFM is equipped with 3 bucket trucks and 3 self loader grapple trucks. (45 CY capacity)



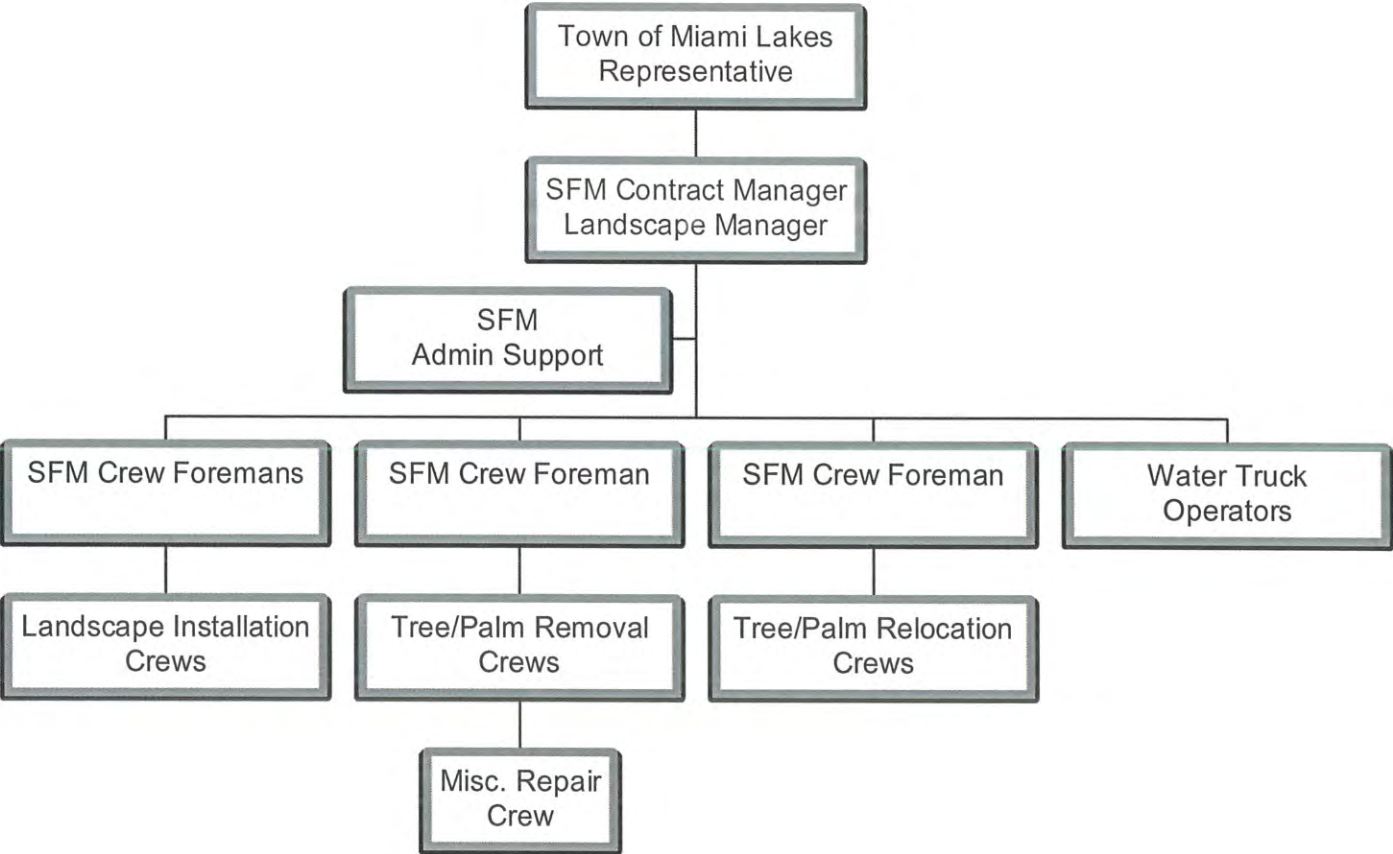
All watering services to newly planted or relocated trees and Palms will be performed with water trucks.



Tree planting will be performed with the use of loader tractors and Backhoe tractors. All equipment & equipment is maintained by SFM's (3) full time mechanics.



Proposed Organization Chart





# LANDSCAPE ARCHITECT CERTIFICATE

## Louisiana State University

and

## Agricultural and Mechanical College

On the nomination of the Faculty of the  
College of Design  
has conferred upon

**Robert Wade Fisk**

the degree of

## Bachelor of Landscape Architecture

with all the Honors, Rights and Privileges to that degree appertaining.

In Testimony Whereof, the seal of the University and the signatures as authorized  
by the Board of Supervisors are hereunto affixed. Given at Baton Rouge, Louisiana  
May twenty-first, nineteen hundred and ninety-two.

*Ralph H. McColister Jr.*  
Chairman of the Board of Supervisors

*Alvin G. Copping*  
President

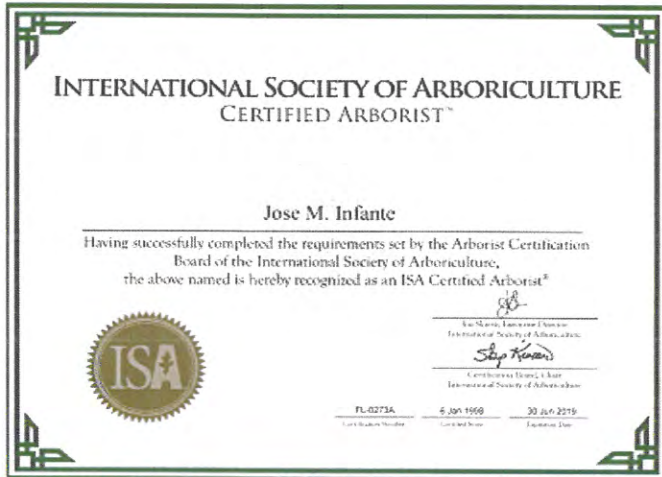
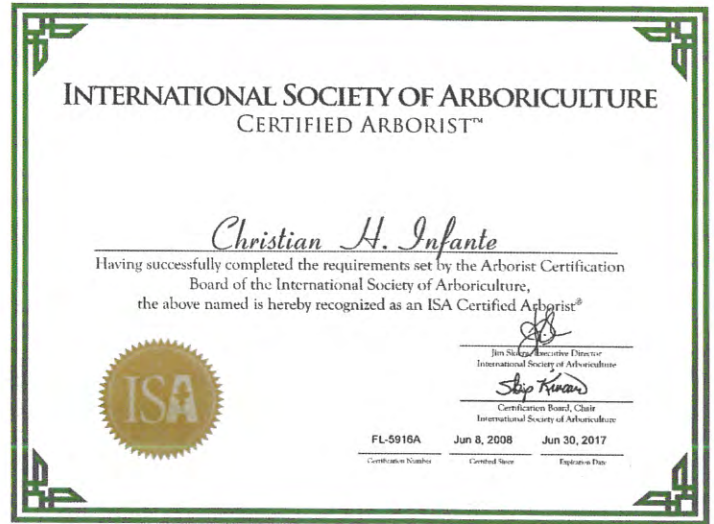
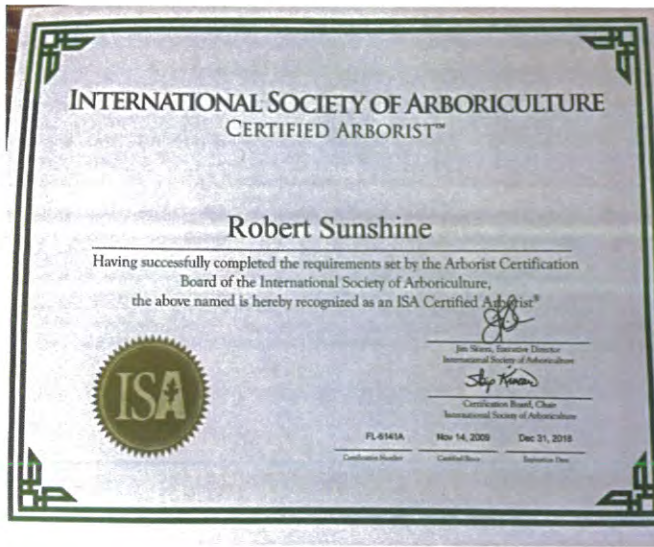


*William E. Davis*  
Chancellor

*Kim Layman*  
Dean



# ARBORIST CERTIFICATES

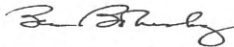


## FNGLA CERTIFICATIONS

*The mission of the Florida Nursery, Growers & Landscape Association is to promote and protect the success and professionalism of our members.*

### **SFM SERVICES, INC.**

is a member of the  
**Florida Nursery, Growers & Landscape Association**  
through June 30, 2015



*Ben Bolusky, Executive Vice President*



*Member in good  
standing since 2009*



The Florida Nursery, Growers & Landscape Association  
*Confers on*

Jose Infante

Certificate No. M36 0033

*The Title of*  
**FNGLA Certified Landscape Maintenance Technician (FCLMT)**




**March 31, 2016**  
Expiration Date

  
Wes Parrish, FNGLA President

  
Ben Bolusky, FNGLA CEO

**March 2010**  
Certified Since

  
Harold Jenkins, FNGLA Certification Chair

  
Merry Mott, FNGLA Certification Dir



## BEST MANAGEMENT PRACTICES

	<b>Certificate of Training</b>			<b>UF</b> UNIVERSITY of FLORIDA IFAS Extension
GV7762-1	<b>Best Management Practices</b>			
Certificate #	Florida Green Industries			
GV7762				
Trainee ID #				
The undersigned hereby acknowledges that				
<b>Eduardo Rivera</b>				
has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.				
Dr. L.E. Trenholm	H. Mayer	12/1/2009	<i>Heath Ritchie</i>	
Issuer	Instructor	Date of Class	DEP Program Administrator	
Not valid without seal				

	<b>Certificate of Training</b>			<b>UF</b> UNIVERSITY of FLORIDA IFAS Extension
GV25406-1	<b>Best Management Practices</b>			
Certificate #	Florida Green Industries			
GV25406				
Trainee ID #				
The undersigned hereby acknowledges that				
<b>Mario Cantero</b>				
has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.				
<i>Donald R. Rainey</i>	H. Mayer	10/29/2013	<i>Lee Harrison</i>	
Issuer	Instructor	Date of Class	DEP Program Administrator	
Not valid without seal				

## PESTICIDE LICENSE

Florida Department of Agriculture and Consumer Services  
Pesticide Certification Office  
Commercial Applicator License  
License # CM18951


INFANTE JR, JOSE MIGUEL  
9789 NW 45TH LN  
DORAL, FL 33178

Categories  
5A, 6

Issued: March 31, 2016

Expires: February 29, 2020

\_\_\_\_\_  
Signature of Licensee

  
ADAM H. PUTNAM, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services  
Pesticide Certification Office  
Authorized Purchasing Agent for Restricted Use Pesticide  
Authorizing License: CM18951

INFANTE JR, JOSE MIGUEL  
9789 NW 45TH LN  
DORAL, FL 33178

MARIO CANTERO  
9700 NW 79 AVE  
HIALEAH GARDENS, FL 33016

Issued: March 31, 2016

Expires: February 29, 2020

\_\_\_\_\_  
Signature of Licensee

\_\_\_\_\_  
Signature of Purchasing Agent

The above purchasing agent is authorized under the provisions of Chapter 487, F.S. to purchase restricted use pesticides for the named licensee.



# HORTICULTURE CERTIFICATIONS



## MAINTENANCE OF TRAFFIC CERTIFICATIONS





## Occupational Licenses

005188

### Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

6221246

**BUSINESS NAME/LOCATION**

SFM SERVICES INC  
9700 NW 79 AVE  
HIALEAH GARDENS FL 33016

**RECEIPT NO.**

**RENEWAL**  
**6485858**

# LBT

**EXPIRES**

**SEPTEMBER 30, 2017**

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

**OWNER**

SFM SERVICES INC

Employee(s) 15

**SEC. TYPE OF BUSINESS**

213 SERVICE BUSINESS

**PAYMENT RECEIVED  
BY TAX COLLECTOR**

\$67.50 08/09/2016  
FPPU12-16-006578

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit [www.miamidade.gov/taxcollector](http://www.miamidade.gov/taxcollector)

000970

### Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

5770822

**BUSINESS NAME/LOCATION**

SFM LANDSCAPE SERVICES LLC  
9700 NW 79 AVE  
HIALEAH GARDENS FL 33016

**RECEIPT NO.**

**RENEWAL**  
**1743963**

# LBT

**EXPIRES**

**SEPTEMBER 30, 2017**

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

**OWNER**

SFM LANDSCAPE SERVICES LLC

Employee(s) 100

**SEC. TYPE OF BUSINESS**

213 SERVICE BUSINESS

**PAYMENT RECEIVED  
BY TAX COLLECTOR**

\$450.00 08/10/2016  
CHECK21-16-111862

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit [www.miamidade.gov/taxcollector](http://www.miamidade.gov/taxcollector)

## **SAFETY PROGRAM**

To assist in providing a safe and healthy work environment for employees, clients and students, SFM Services has established a workplace safety program. This program is a top priority for SFM. The Human Resources Department has the responsibility of implementing, administering, monitoring and evaluating the safety program. Its success depends on the alertness and personal commitment of all.

When new employees are hired, they watch training videos with all safety procedures. Signed verification forms of them having seen a video before they start working is kept in their file. Several of SFM's management is also certified in Maintenance of Traffic

SFM provides information to employees about workplace safety and health issues through regular internal communications channels such as supervisor-employee meetings, bulletin board postings, memos or other written communications.

Employees and supervisors receive periodic workplace safety training. The training covers potential safety and health hazards and safe workplace practices and procedures to eliminate or minimize hazards.



Each employee is expected to obey safety rules and exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate supervisor. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report, or, where appropriate, remedy such situations, may be subject to disciplinary action up to and including termination of employment.

SFM has a Safety Committee Organization as a management tool to recommend improvements to our workplace safety program and to identify corrective measures needed to eliminate or control recognized safety and health hazards. Management will give top priority to and provide the financial resources for the correction of unsafe conditions.



In the last 5 years, SFM has had two citations from the U.S. Department of Labor Occupational Safety and Health Administration. Both citations were to a tree trimming crew for not wearing a protective helmet and the other for not wearing a body belt attached to the boom. Both were corrected during the inspection and addressed in safety training.



## Employee Safety BBQ



➤ 242 Days without an employee accident!!!



Landscapers Safety Training

## **Drug Free Workplace Program**

SFM Services is committed to providing a safe, efficient and productive work environment for all employees and for that we have a drug free policy, employees may be asked to provide body substances samples (such as urine and /or blood) to determine the illicit or illegal use of drugs and alcohol. We test 15 employees each month. SFM is proud to participate in the National Drug Free Workplace Program.

### **Objectives/goals:**

1. To reduce drug use in the workplace
2. To increase productivity
3. To improve efficiency
4. To reduce accidents in the workplace
5. To demonstrate a more professional attitude and standard of conduct
6. To deliver better customer service



### **To achieve these goals, SFM conducts:**

1. Initial and periodic safety training sessions
2. Drug Abuse Awareness pamphlets
3. Random Drug Screening of existing employees
4. Complete drug Screening of all job candidates prior to start of assignments
5. Alcohol and Drug screening in the event of work-related accidents
6. Formal and informal counseling by trained supervisors

## **Hiring Format**

Prior to commencement of work SFM performs investigative background checks for all employees. While performing investigative background checks which will include the following:



- Social Security Number Verification
- Criminal History Search (7 years)
- Employment Verification
- Violent Sexual Offender Registry Search
- DMV Records (5 years)
- Florida HRS Abuse Registry



## CORPORATE SOCIAL RESPONSIBILITY

SFM strongly believes in giving back to the community. Christian Infante, VP of SFM is personally involved in several of the charities listed below.

✓ **Jose A. Perez ALS Golf Classic**

Christian Infante has been on the Golf tournament committee for last 15 years. He has help raised funds for the research of Amyotrophic Lateral Sclerosis also known as ALS, “Lou Gehrig’s” disease.

✓ **City of Miami Golf Classic**

Jose Infante is currently on the executive committee for this charity golf tournament. The funds are for programs for persons with disabilities and for the Sandra DeLucca Development Center.

✓ **The Kiwanis of Little Havana**

SFM is proud to have made charitable contributions to the Kiwanis since 2004.

Susan G. Komen  
Race for the Cure



City of Doral  
Earth Day Tree Donation



Miami Dade Schools & Miami  
Dolphins Butterfly Garden





# Insurance



## CERTIFICATE OF LIABILITY INSURANCE

SFMSE-1 OP ID: LC

DATE (MM/DD/YYYY)  
11/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> BROWN & BROWN OF FLORIDA INC 14900 NW 79th Court Suite#200 Miami Lakes, FL 33016-5869 Fausto Alvarez		<b>CONTACT NAME:</b> Fausto Alvarez <b>PHONE (A/C, No., Ext.):</b> 305-364-7800 <b>FAX (A/C, No.):</b> 305-714-4401 <b>E-MAIL ADDRESS:</b>															
<b>INSURED</b> SFM Services, Inc. SFM Janitorial Services, LLC SFM Landscape Services, LLC 9700 NW 79 Avenue Hialeah, FL 33016		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Amerisure Insurance Company</td> <td>19488</td> </tr> <tr> <td>INSURER B: The North River Ins. Company</td> <td>21105</td> </tr> <tr> <td>INSURER C: Zurich American Insurance Co.</td> <td>16535</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: Amerisure Insurance Company	19488	INSURER B: The North River Ins. Company	21105	INSURER C: Zurich American Insurance Co.	16535	INSURER D:		INSURER E:		INSURER F:	
INSURER	NAIC #																
INSURER A: Amerisure Insurance Company	19488																
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INSURER C: Zurich American Insurance Co.	16535																
INSURER D:																	
INSURER E:																	
INSURER F:																	

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	TYPE OF INSURANCE	ADOL SUBR INSD: WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Retention:\$10,000  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		GL20654890	11/01/2016	12/12/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		CA206549106	11/01/2016	12/12/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	5811061437	11/01/2015	12/12/2016	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 6,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	WC2066144	12/12/2015	12/12/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Crime		MPL647831602	11/01/2015	12/12/2016	Limit 250,000 Ded. 5,000

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

### CERTIFICATE HOLDER

SFMSE-1

SFM Services, Inc.  
9700 NW 79 Avenue  
Miami, FL 33016

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

### AUTHORIZED REPRESENTATIVE

Brown and Brown of Florida, Inc.

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ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

**FIRM'S NAME: SFM Services, Inc.**

Item No.	Symbol	Description	INSTALL SPEC	U/M	Unit Price
1	TDB	BALD CYPRESS (TAXODIUM DISTICHUM)	Reference plan sheet No. L-4	EA	\$ 764.24
2	QUV	LIVE OAK (QUERCUS VIRGINIANA 'HIGH RISE')	Reference plan sheet No. L-4	EA	\$ 1,320.64
3	QUV2	LIVE OAK (QUERCUS VIRGINIANA )	Reference plan sheet No. L-4	EA	\$ 2,363.89
4	CHI	RED TIP COCOPLUM (CHRYSOBALANUS ICACO 'RED TIP')	Reference plan sheet No. L-4	EA	\$ 43.34
5	HED	PURPLE FOUNTAIN GRASS (PENNISETUM SETACEUM 'RUBRUM')	Reference plan sheet No. L-4	EA	\$ 11.56
6	PES	BEACH SUNFLOWER (HELIANTHUS DEBILIS)	Reference plan sheet No. L-4	EA	\$ 7.21
7		NATURAL MULCH	Reference plan sheet No. L-4	CY	\$ 47.83
8		IRRIGATION & ELECTRICAL LUMP SUM	Reference plan sheet No. IR-1 to E-3	LS	\$ 48,585.85
<b>TOTAL BID</b>					

**FIRM'S NAME: Arazoza Brothers Corp.**

Item No.	Symbol	Description	INSTALL SPEC	U/M	Unit Price
1	TDB	BALD CYPRESS (TAXODIUM DISTICHUM)	Reference plan sheet No. L-4	EA	\$ 750.00
2	QUV	LIVE OAK (QUERCUS VIRGINIANA 'HIGH RISE')	Reference plan sheet No. L-4	EA	\$ 1,350.00
3	QUV2	LIVE OAK (QUERCUS VIRGINIANA )	Reference plan sheet No. L-4	EA	\$ 2,750.00
4	CHI	RED TIP COCOPLUM (CHRYSOBALANUS ICACO 'RED TIP')	Reference plan sheet No. L-4	EA	\$ 30.00
5	HED	PURPLE FOUNTAIN GRASS (PENNISETUM SETACEUM 'RUBRUM')	Reference plan sheet No. L-4	EA	\$ 40.00
6	PES	BEACH SUNFLOWER (HELIANTHUS DEBILIS)	Reference plan sheet No. L-4	EA	\$ 12.00
7		NATURAL MULCH	Reference plan sheet No. L-4	CY	\$ 35.00
8		IRRIGATION & ELECTRICAL LUMP SUM	Reference plan sheet No. IR-1 to E-3	LS	\$ 65,541.00
<b>TOTAL BID</b>					

**FIRM'S NAME: VisualScape, Inc.**

Item No.	Symbol	Description	INSTALL SPEC	U/M	Unit Price
1	TDB	BALD CYPRESS (TAXODIUM DISTICHUM)	Reference plan sheet No. L-4	EA	\$ 917.00

2	QUV	LIVE OAK (QUERCUS VIRGINIANA 'HIGH RISE')	Reference plan sheet No. L-4	EA	\$ 1,367.00
3	QUV2	LIVE OAK (QUERCUS VIRGINIANA )	Reference plan sheet No. L-4	EA	\$ 1,967.00
4	CHI	RED TIP COCOPLUM (CHRYSOBALANUS ICACO 'RED TIP')	Reference plan sheet No. L-4	EA	\$ 97.00
5	HED	PURPLE FOUNTAIN GRASS (PENNISETUM SETACEUM 'RUBRUM')	Reference plan sheet No. L-4	EA	\$ 97.00
6	PES	BEACH SUNFLOWER (HELIANTHUS DEBILIS)	Reference plan sheet No. L-4	EA	\$ 82.00
7		NATURAL MULCH	Reference plan sheet No. L-4	CY	\$ 85.00
8		IRRIGATION & ELECTRICAL LUMP SUM	Reference plan sheet No. IR-1 to E-3	LS	\$ 75,109.00
<b>TOTAL BID</b>					

Quantity	Extended Price
10	\$ 7,642.40
21	\$ 27,733.44
16	\$ 37,822.24
32	\$ 1,386.88
67	\$ 774.52
72	\$ 519.12
3	\$ 143.49
1	\$ 48,585.85
<b>AMOUNT</b>	\$ 124,607.94

Quantity	Extended Price
10	\$ 7,500.00
21	\$ 28,350.00
16	\$ 44,000.00
32	\$ 960.00
67	\$ 2,680.00
72	\$ 864.00
3	\$ 105.00
1	\$ 65,541.00
<b>AMOUNT</b>	\$ 150,000.00

Quantity	Extended Price
10	\$ 9,170.00

21	\$ 28,707.00
16	\$ 31,472.00
32	\$ 3,104.00
67	\$ 6,499.00
72	\$ 5,904.00
3	\$ 255.00
1	\$ 75,109.00
<b>AMOUNT</b>	\$ 160,220.00





## **Town of Miami Lakes Memorandum**

---

**To:** Honorable Mayor and Councilmembers

**From:** Alex Rey, Town Manager

**Subject:** Award of Contract for Hutchinson Road & Drainage Improvements, ITB No. 2017-18

**Date:** January 17, 2017

---

### **Recommendation:**

It is recommended that the Town Council authorize the Town Manager to award a contract in the amount \$91,300 to Metro Express, Inc. ("Metro"), who is the lowest responsive and responsible bidder for ITB No. 2017-18. The award amount includes Metro's Bid amount of \$82,935.00 plus a contingency amount of \$8,365 (approximately 10%) to cover unforeseen conditions. This contract award is lower than the estimated cost and monies are budgeted in the Capital Projects Fund.

### **Background:**

Hutchinson Road is in need of drainage improvements. Residents have notified Town staff since 2013 that the road has been in need of repair and has a history of ponding during rainfall. In response, the Town conducted inspections during heavy rain periods and found a number of grass swales and one section of drainage pipe that should be improved to reduce flooding. Based on the inspection, there were ten residential swales whose percolation could be improved with the appropriate percolation material. In the past, the Town has successfully improved swales using a similar method. Two existing drain pipes help alleviate rainfall water drainage, but one pipe is blocked by heavy tree roots and is unrepairable and the blocked drain pipe will be replaced with one French drain, we will take advantage of this work to mill and repave the road. At the opposite end of the Hutchinson Road, there is also a low point that creates a continuous water ponding. Concerned with mosquito breeding, the Town plans on reconditioning a small band of pavement in front of an existing swale to ensure that ponded water will flow toward the swale.

On December 13, 2016, the Town issued Invitation to Bid (“ITB”) 2017-18 for Hutchinson Road & Drainage Improvements, with a closing date of January 6, 2017. The Scope of Work consists of furnishing all labor, materials, machinery, tools, means of transportation, supplies, equipment, and services necessary for the milling and repaving of Hutchinson Road between Simmons Street and Turnbull Drive, and several drainage improvements to the same section of road. Please see attached plans for reference.

The ITB was advertised in the Miami Daily Business Review, on DemandStar, on the Town’s website, and in the Government Center Lobby. Procurement notified five hundred eighty two (582) suppliers through DemandStar. Prospective Bidders were required to have a current certified license as a General Contractor from the State of Florida or hold 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; and have completed a minimum of three (3) projects of similar size, scope and complexity in the last five (5) years.

On January 6, 2017, the Town held a bid opening and received seven (7) bids from the following bidders:

1. Metro Express, Inc. for \$82,935.00;
2. Terra Hyle Contractors, Inc. for \$87,440.00;
3. Maggole Inc. for \$88,075.00;
4. JVA Engineering Contractor, Inc. for \$86,965.00;
5. Roadway Construction, LLC for \$117,354.84;
6. LCCI Construction for \$108,015.00; and
7. Shasa Engineering Corp. for \$97,348.90

One bid, from Shasa Engineering Corp., was disqualified for submitting past the deadline. Procurement reviewed the remaining bids and determined that each bidder meets the minimum qualifications required in the ITB. As Metro was the lowest responsive and responsible bidder, Procurement recommended awarding contract 2017-18 to Metro.

Overall, this improvement project is consistent with the Town’s strategic plan goal of improving the efficiency and ecology of its stormwater infrastructure. The residents of this road will see improved stormwater retention as a result and provide a positive quality of life impact as a result of this project.

## **Attachments:**

**ITB 2017-18**

**Metro Express Bid Submittal**

**Bid Tabulation**

**Resolution**

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

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, TO APPROVE AWARD OF ITB 2017-18, AWARD OF CONTRACT FOR HUTCHINSON ROAD AND DRAINAGE IMPROVEMENTS; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACTS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on December 13, 2016, the Town issued Invitation to Bid No. 2017-18 (“ITB”) for Hutchinson Road and Drainage Improvement.

**WHEREAS**, the scope of work consists of furnishing all labor, materials, machinery, tools and services, necessary for the milling and repaving of Hutchinson Road between Simmons Street and Turnbull Drive and several drainage improvements to the same section of road.

**WHEREAS**, the ITB was properly advertised, posted on the Town Website, distributed to Five Hundred Eighty Two (582) suppliers via Demand Star, and noticed in the Town Hall lobby; and

**WHEREAS**, the Town received seven (7) responses to its ITB from Metro Express, Inc., Terra Hyle Contractors, Inc., Maggole Inc., JVA Engineering Contractor, Inc., Roadway Construction, Inc., Roadway Construction, LLC, LCCI Construction, Shasa Engineering Corp; and

**WHEREAS**, Shasa Engineering Corp., was disqualified for submitting past the deadline; and

**WHEREAS**, based on due diligence, Procurement determined that the remaining six (6) bidders met the qualifications required in the ITB; and

**WHEREAS**, Metro Express, Inc., was determined to be the lowest responsive bidder;  
and

**WHEREAS**, Procurement recommends an award of contract ITB 2017-18 to Metro Express, Inc., in the amount of Ninety One Thousand Three Hundred Dollars, which includes Metro Express, Inc. bid amount of Eighty Two Thousand Nine Hundred Thirty Five Dollars and 00/100 (\$82,935.00) plus a contingency amount of Eight Thousand Three Hundred Sixty Five Dollars and 00/100 (\$8,365.00); and

**WHEREAS**, the Town Manager concurs with the Procurement's recommendation to award ITB 2017-18 to Metro Express, Inc. and recommends approval of award to the Town Council; and

**WHEREAS**, the Town Council approves the recommendation of the Town Manager, and authorizes the Town Manager to enter into the contract with Metro Express, Inc. for award of ITB 2017-18 for Hutchinson Road and Drainage Improvement .

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

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

**Section 2. Approval of the Contract.** The Town Council hereby approves the award of ITB 2017-18 to Metro Express Inc. in an amount not to exceed budgeted funds per fiscal year.

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

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

**Section 5. Execution of the Contract.** The Town Manager is authorized to execute the Contract with Metro Express, Inc. on behalf of the Town in an amount not to exceed budgeted funds per fiscal year, in substantially the form attached hereto.

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



Passed and adopted this 17<sup>th</sup> day of January 2017

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

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

---

MANNY CID  
MAYOR

Attest:

---

Gina Inguanzo  
TOWN CLERK

Approved as to form and legal sufficiency:

---

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

# INVITATION TO BID

## Hutchinson Road & Drainage Improvements

**ITB No. 2017-18**



**The Town of Miami Lakes Council:**

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

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

<b>Date Advertised</b>	December 13, 2016
<b>Non-Mandatory Pre-Bid Conference</b>	N/A
<b>Bids Due</b>	11:00 AM, January 6, 2017

# Hutchinson Road & Drainage Improvements

**ITB 2017-18**

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## SECTION A. NOTICE TO BIDDERS

**ITB Name:** Hutchinson Road & Drainage Improvements  
**ITB No.:** 2017-18  
**Bids Due:** 11:00AM EST, Friday, January 6, 2017

The Town of Miami Lakes (the "Town") will be accepting sealed Bids for the Town's Hutchinson Improvements Project ("Project"). Bidders are to submit one (1) original and two (2) copies of their Bid, with original signatures together with a copy of the Bid on a CD-ROM or Flash Drive. **Sealed Bids, including the CD-ROM or Flash Drive must be received by the Town of Miami Lakes, Town Clerk at 6601 Main Street, Miami Lakes, Florida no later than 11:00 A.M. on January 6, 2017.**

### Scope of Work:

The Work consists of furnishing all labor, materials, machinery, tools, means of transportation, supplies, equipment, and services necessary for the milling and repaving of Hutchinson Road between Simmons Street and Turnbull Drive, and several drainage improvements to the same section of road in accordance with the plans contained in Exhibit A.

Hutchinson Road, between Simmons Street and Turnbull Drive, about 12,957.59 square feet of paved road, requires several road and drainage improvements. This section of road must be milled and repaved. Several swales in front of residences on Hutchinson Road will be improved, along with one section of drainage pipe. The percolation in ten swales will be improved with the appropriate percolation material. One section of drain pipe, approximately 17 feet, is blocked by heavy tree roots and will need to be replaced. During the mill and repaving effort, this pipe will be replaced with one French drain of 40LF and 24in. diameter.

Nearby, at the opposite side of Hutchinson Road, at the intersection of Turnbull Drive and Simmons Street, there is a low point that creates continuous water ponding. An existing swale will be reconditioned at this location while a small five (5) foot wide band of pavement in front of the swale will be milled and repaved in front of the swale to ensure water ponded will flow toward the swale.

Location: Hutchinson Road between Simmons Street and Turnbull Drive

### Minimum Qualification Requirements:

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

1. Hold a current certified license as a General Contractor from the State of Florida OR hold 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; and
2. Have completed a minimum of three (3) projects of similar size, scope and complexity in the last five (5) years.

The Town will consider a Bid as responsive where a Bidder has less than the stipulated minimum number of years of experience solely where the Bidder has undergone a name change and such change of name has been filed with the State of Florida.

Bid Documents are available on the Town's website at [www.miamilakes-fl.gov](http://www.miamilakes-fl.gov) under "Contractual Opportunities" and on [www.DemandStar.com](http://www.DemandStar.com). Any inquiries regarding the Project may be directed to the Town at [procurement@miamilakes-fl.gov](mailto:procurement@miamilakes-fl.gov). Telephone calls or verbal conversations are **not** permitted

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

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

## SECTION B. INSTRUCTIONS TO BIDDERS

### B1. DEFINITION OF TERMS

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



18. **Final Completion** means the date the Contractor has completed all the Work and submitted all documentation required by the Contract Documents.
19. **Inspector** means an authorized representative of the Town assigned to make necessary inspections of materials furnished by Design-Build Firm and of the Work performed by the Contractor. The Town, at its sole discretion may hire a professional consultant to perform the inspections.
20. **Materials** mean goods or equipment incorporated into the Work, or used or consumed in the performance of the Work.
21. **Project** means a task or series of tasks that the Contractor must complete in accordance with the Contract Documents.
22. **Project Manager** means the individual assigned by the Town Manager or designee to manage a Project.
23. **Request for Information (RFI)** means a request from the Contractor seeking an interpretation or clarification relative to the Contract Documents. The RFI, which must be clearly marked RFI, must clearly and concisely set forth the issue(s) or item(s) requiring clarification or interpretation and why the response is required. The RFI must set forth the Contractor's interpretation or understanding of the document(s) in question, along with the reason for such understanding.
24. **Responsive Bidder** means the Bidder whose Bid conforms in all material respects to the terms and conditions included in the ITB.
25. **Responsible Bidder** means a Bidder who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
26. **Subcontractor** means a person, firm or corporation having a direct contract with Contractor, including one who furnishes material, equipment or services necessary to perform the Work.
27. **Submittal** means the documents prepared and submitted by the Bidder in response to this ITB.
28. **Substantial Completion** means that point at which the Project is at a level of completion in substantial compliance with the Contract Documents, and is fit for use in its intended purpose. Substantial Compliance will not be deemed to have occurred until any and all governmental entities, with regulatory authority or which have jurisdiction over the Work, have conducted all final inspections, and approved the Work. Beneficial use or occupancy will not be the sole factor in determining whether Substantial Completion has been achieved, unless a temporary certificate of completion has been issued.
29. **Town** means the Town Council of the Town of Miami Lakes or the Town Manager, as applicable.
30. **Town Manager** means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.
31. **Unbalanced Bid** means pricing that is not consistent with pricing in the industry or with market conditions and a comparison to the pricing submitted by other Bidders.
32. **Work** as used herein refers to all reasonably necessary and inferable labor, material, equipment, and services, whether or not specifically stated, to be provided by the Contractor to fulfill its obligations under the Contract Documents.

## **B2. BID PROCESS**

### **B2.01. GENERAL REQUIREMENTS**

The ITB, Bid Form and any addendum that may be issued constitute the complete set of requirements for this ITB. The Bid Form page(s), and all forms contained in the ITB must be completed, signed, and submitted in accordance with the requirements of Section 1. All Bids must be typewritten or filled in with pen and ink, and must be signed in blue ink by an officer or employee having authority to bind the

company or firm. Errors, corrections, or changes on any document must be initialed by the signatory of the Bid. Bidder will not be allowed to modify its Bid after the opening time and date.

**B2.02. PREPARATION OF BID**

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

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

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

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

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

**B2.03. BID PREPARATION COSTS AND RELATED COSTS**

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

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

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

**B2.04. PRE-BID CONFERENCE**

No pre-bid conference is scheduled for this solicitation.

**B2.05. QUALIFICATION OF BIDDERS**

Bidder, by virtue of submitting its Bid, certifies that it is qualified and capable of performing the Work required under the Contract. To qualify for award, Bidder must meet the minimum qualification requirements stated in Section 1. Bidders must submit a completed Questionnaire Form utilizing the form included in the ITB. Failure to complete and submit this form or to meet the minimum qualifications will result in the Bid being deemed non-responsive. The Town may at its sole discretion allow a Bidder to amend an incomplete Questionnaire during the evaluation process provided that the Bidder has included the Questionnaire in its Bid.

**B2.06. EXAMINATION OF CONTRACT DOCUMENTS**

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

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

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

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

**B2.07. INTERPRETATIONS AND CLARIFICATIONS**

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

**B2.08. POSTPONEMENT OF BID OPENING DATE**

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

**B2.09. ACCEPTANCE OR REJECTION OF BIDS**

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

*a. Unbalanced Bids*

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

**B2.10. WITHDRAWAL OF BID**

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

**B2.11. OPENING OF BIDS**

Bids will be publicly opened at the appointed time and place stated in the ITB and the names of the Bidders will be announced. The Town at its sole option may read the Bid prices. Late Bids will not be

opened. Town staff is not responsible for the premature opening of a Bid if the Bid is not properly sealed, addressed and labeled. Bidders or their authorized agents are invited to be present at the Bid opening. Any additional information on the Bid Submittals will be made available in accordance with Florida Statute 119.071, Paragraph (b) of subsection (1), item 2, as amended. Review of the Bid Submittals by Town staff will determine the lowest responsive and responsible Bidder(s).

**B2.12. LOCAL PREFERENCE**

This ITB is subject to local preference under Town Ordinance 12-142, Section 13.

**B2.13. TIE BIDS**

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

**B2.14. AWARD OF CONTRACT(S)**

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

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

**B2.15. BID PROTEST PROCESS**

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

**B2.16. EXECUTION OF CONTRACT**

The Successful Bidder must, within fourteen (14) calendar days after receiving a Notice of Award, sign and deliver to the Town the Contract attached hereto together with the acceptable bonds as required in this ITB.

**B3. REQUIRED FORMS & AFFIDAVITS**

**B3.01. COLLUSION**

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

**B3.02. RELATIONSHIPS WITH THE TOWN AFFIDAVIT**

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

**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 found in Section H, Required Attachments, 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.



## SECTION C. GENERAL TERMS AND CONDITIONS

### C1. PRELIMINARY STEPS TO STARTING THE WORK

#### C1.01. CONTRACTOR'S PRE-START REPRESENTATION

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

#### C1.02. PRE-CONSTRUCTION CONFERENCE

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

#### C1.03. PROJECT SCHEDULE

Contractor must submit a proposed Project schedule as follows:

1. Schedule identifying the schedule for each of the tasks required to complete the Project. The proposed Project schedule must be submitted within ten (10) calendar days of the Notice of Award and such submittal will be subject to the Project Manager's review. Subsequent to such review of said schedule the Contractor will establish said schedule as the baseline schedule.
2. All updates of schedules must be tracked against the baseline schedule and must be at a minimum submitted with each pay application. An updated schedule against the baseline must also be submitted upon execution of each change order that impacts the Contract Documents Time for completion. Failure to submit such schedules will result in the rejection of any submitted payment application.
3. All Project Schedules must be prepared in Microsoft Project 2007 or earlier unless otherwise approved by the Project Manager. At the time of submission of schedules, Contractor must submit a hard copy as well as an electronic version. Electronic versions must not be submitted in a .pdf format.

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

#### C1.04. SCHEDULE OF VALUES

The Contractor must submit two copies of a Schedule of Values, which must be submitted within fourteen (14) calendar days of the issuance of the Notice of Award. The Schedule of Values shall indicate a complete breakdown of labor and material of all categories of Work on the Project. Contractor's overhead and profit should be listed as separate line items. Each line item must be identified with the number and title of the major specification section or major components of the

items. The Project Manager may require further breakdown after review of the Contractor's submittal. The Town reserves the right to require such information from the Contractor as may be necessary to determine the accuracy of the Schedule of Values. **The combined total value for mobilization under the Schedule of Values shall not exceed 5% of the value of the Contract.**

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

**C1.05. CONSTRUCTION PHOTOGRAPHS**

Prior to commencement of the Work the Contractor must take digital photographs and color audio-video recording to document existing conditions and submit copies in an acceptable format to the Town prior to commencement of the Work. Contractor must submit with each application for payment photographs that accurately reflect the progress of all aspects of the Work. The number of photographs to be taken will be based on the magnitude of the Work being performed. Contractor must submit one copy of each photograph in print and digitally.

**C1.06. STAGING SITE**

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

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

**C1.07. COORDINATION WITH TOWN RESIDENTS**

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

**C2. GENERAL REQUIREMENTS**

**C2.01. GENERAL REQUIREMENTS**

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

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

The Contractor agrees to adjust staffing levels or to replace any staff personnel if so requested by the Town Manager or designee, should the Town Manager or designee make a determination that said staffing is unacceptable or that any individual is not performing in a manner consistent with the requirements for such a position.

The Contractor represents that its staff personnel have the proper skills, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses necessary to perform the Work, in a competent and professional manner.

The Contractor must at all times cooperate with the Town, or the Consultant (if any) and coordinate its respective Work efforts to most effectively and efficiently progress the performance of the Work.

The Town, the Consultant (if any) and other agencies authorized by the Town, must have full access to the Project site at all times.

The apparent silence of the Contract Documents as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished, will be regarded as meaning that only best practices are to prevail and only materials and workmanship of the best quality are to be used in the performance of the Work.

**C2.02. RULES AND REGULATIONS**

The Contractor must comply with all laws and regulations applicable to provision of services specified in the Contract Documents. The Contractor must be familiar with all federal, state and local laws, rules, regulations, codes, and ordinances that affect the Work.

Where portions of the Work traverse or cross federal, state, county or local highways, roads, streets, or waterways, and the agency in control of such property has established standard specifications, rules or regulations governing items of Work that differ from these specifications, the most stringent specifications, rules and regulations will apply.

**C2.03. HOURS FOR PERFORMING WORK**

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

**C2.04. SUBCONTRACTORS**

Contractor is solely responsible for all acts and omissions of its Subcontractors. Nothing in the Contract Documents creates any contractual relationship between any Subcontractor and the Town. Contractor is responsible for the timely payment of its Subcontractors and suppliers as required by Florida Statute Chapter 218.735. Failure to comply with these payment requirements will place the Contractor in default of the Contract.

Contractor must not employ any subcontractor against whom Town may have a reasonable objection.

Contractor must utilize the Subcontractors identified in its Bid submission. The replacement, addition, or deletion of any Subcontractor(s) will be subject to the prior written approval of the Project Manager.

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

**C2.05. CONSULTANT SERVICES**

The Town, at its sole discretion may hire a Consultant who may serve as the Town's representative for the Project. Where a Consultant has been identified, the Consultant and the Project Manager will both have authority to act on behalf of the Town to the extent provided in the Contract Documents and as outlined in Article 3.32, Authority of the Project Manager, of the General Terms and Conditions, where such authority has been delegated in writing by the Town Manager.

#### C2.06. AUTHORITY OF THE PROJECT MANAGER

The Town Manager hereby authorizes the Project Manager to determine, all questions of any nature whatsoever arising out of, under or in connection with, or in any way relating to or on account of the Work, and questions as to the interpretation of the Work to be performed under the Contract Documents. The Project Manager may delegate some of the authority contained in this Article to the Consultant.

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

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

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

All interpretations and recommendations of the Project Manager and Consultant will be consistent with the intent of the Contract Documents.

Interpretation of the Contract terms and conditions will be issued by the Town's Procurement Manager.

The Project Manager and Consultant will have authority to reject Work that does not conform to the Contract Documents. Whenever, in their opinion, it is considered necessary or advisable to ensure the proper completion of the Work the Project Manager or Consultant have authority to require special inspections or testing of the Work, whether or not such Work is fabricated, installed or completed.

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

The Project Manager is not responsible for the acts or omissions of the Contractor, any Subcontractor, or any of their agents or employees, or any other persons performing any of the Work.

#### C2.07. HURRICANE PREPAREDNESS

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

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

Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Town has directed such suspension, will entitle the Contractor to additional Contract time as non-compensable, Excusable Delay, and will not give rise to a claim for compensable delay.

C2.08. INDEPENDENT CONTRACTOR

The Contractor is engaged as an independent business and agrees to perform Work as an independent contractor. In accordance with the status of an independent contractor, the Contractor covenants and agrees that the Contractor will conduct business in a manner consistent with that status, that the Contractor will not claim to be an officer or employee of the Town for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: worker's compensation coverage; unemployment insurance benefits; social security coverage; retirement membership, or credit.

C2.09. THIRD PARTY BENEFICIARIES

Neither Contractor nor Town intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party will be entitled to assert a claim against either of them based upon this Contract.

C2.10. ASSIGNMENT OR SALE OF CONTRACT

The performance of this Contract will not be transferred pledged, sold, delegated or assigned, in whole or in part, by the Contractor without the prior written consent of the Town. It is understood that a sale of the majority of the stock or partnership shares of the Contractor, a merger or bulk sale, an assignment for the benefit of creditors will each be deemed transactions that would constitute an assignment or sale hereunder. The Town may request any information it deems necessary to review any request for assignment or sale of the Contract.

The Contractor must notify the Project Manager prior to any Assignment of the Contract, which must be approved by the Town for the transfer of the Contract. The Town may, at its sole discretion, elect not to approve the transfer of the Contract, which will result in the Contract being terminated in accordance with the Termination for Convenience provision of the Contract. Any transfer without Town approval will be cause for the Town to terminate this Contract for default and the Contractor will have no recourse from such termination.

Nothing herein will either restrict the right of the Contractor to assign monies due to, or to become due or be construed to hinder, prevent or affect any assignment by the Contractor for the benefit of its creditors, made pursuant to applicable law.

C2.11. TIME OF COMPLETION

Time is of the essence with regard to completion of the Work to be performed under the Contract. Delays and extensions of time may be allowed only in accordance with the provisions of the Contract. The time allowed for completion of the work will be stated in the Bid.

C2.12. APPLICABLE LAW AND VENUE OF LITIGATION

This Contract will be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions the sole venue will be Miami-Dade County, Florida.

C2.13. NON-EXCLUSIVE CONTRACT

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

C2.14. SEVERABILITY

In the event any provision of the Contract Documents is determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision will be excised from this Contract, and the remainder of the Contract Documents will continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially



and adversely affect the rights of either party, such party may elect, at its option, to terminate the Contract in its entirety. An election to terminate the Contract based upon this provision must be made within seven (7) calendar days after the finding by the Court becomes final.

C2.15. CONTRACT DOCUMENTS CONTAINS ALL TERMS

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

C2.16. ENTIRE AGREEMENT

The Contract Documents, as they may be amended from time to time, represent the entire and integrated Contract between the Town and the Contractor and supersede all prior negotiations, representations or agreements, written or oral. This Contract may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed with the same formality and equal dignity herewith. Waiver by either party of a breach of any provision of the Contract Documents will not be deemed to be a waiver of any other breach of any provision of the Contract Documents.

C2.17. INTENTION OF THE TOWN

It is the intent of the Town to describe in the ITB the Work to be completed in accordance with all codes and regulations governing all the Work to be performed under this Contract. Any work, labor, materials and/or equipment that may reasonably be inferred from the Contract as being required to produce the intended results must be supplied by Contractor whether or not specifically called for in the Contract Documents. Where words, which have well-known technical or trade meanings are used to describe Work, materials or equipment, such words will be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, will mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids and Contractor must comply therewith. Town will have no duties other than those duties and obligations expressly set forth within the Contract Documents.

C2.18. NOTICES

Whenever either party desires to give written notice to the other relating to the Contract, such must be addressed to the party for whom it is intended at the place specified below; and the place for giving the notice will remain until it has been changed by written notice in compliance with the provisions of this Article. Notice will be deemed given on the date received or within 3 days of mailing, if mailed through the United States Postal Service. Notice will be deemed given on the date sent via e-mail or facsimile. Notice will be deemed given via courier/delivery service upon the initial delivery date by the courier/delivery service. For the present, the parties designate the following as the respective places for giving of notice:

For Town:

Mr. Alex Rey  
Town Manager  
Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014  
reya@miamilakes-fl.gov

Mr. Raul Gestesi  
Town Attorney  
Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014

For Contractor:

Space intentionally left blank

During the Work the Contractor must maintain continuing communications with designated Town representative(s). The Contractor must keep the Town fully informed as to the progress of the Work under the Contract.

**C2.19. PRIORITY OF PROVISIONS**

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

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

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

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

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

**C2.20. ROYALTIES AND PATENTS**

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

**C2.21. OWNERSHIP OF THE WORK**

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

### **C3. INDEMNITY & INSURANCE**

#### **C3.01. INDEMNIFICATION**

The Contractor must indemnify and hold harmless the Town, its officers, agents and employees from and against all liability, claims, damages, losses and expenses, including reasonable attorney's fees and costs at both trial and appellate levels arising out of or resulting from the performance of the Work under this Contract, caused by negligence, recklessness, intentional misconduct, or any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable. The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Contractor will in no way limit the responsibility to indemnify, keep and save harmless and defend the Town or its officers, employees, agents and instrumentalities as herein provided.

The Contractor agrees and recognizes that the Town will not be held liable or responsible for any claims which may result from any actions or omissions of the Contractor in which the Town participated either through review or concurrence of the Contractor's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the Contractor, the Town in no way assumes or shares any responsibility or liability of the Contractor or Subcontractor, under this Contract. The Contractor will defend the Town or provide for such defense at its own expense, at the Town's option.

This indemnification obligation will survive the expiration or termination of this Contract.

The Town has provided specific consideration for the indemnification of \$10.00 from the sums due to the Contractor under this Contract.

#### **C3.02. CONTRACTOR'S RESPONSIBILITY FOR DAMAGES TO THE WORK**

Contractor accepts full responsibility for Work against all losses or damages of whatever nature sustained until acceptance by Town Manager or designee, and must promptly repair or replace, at no additional cost to the Town any Work, materials, equipment, or supplies damaged, lost, stolen, or destroyed from any cause whatsoever.

Contractor is full responsible for Work against all losses or damages of whatever nature sustained until acceptance by Town, and must promptly repair or replace, at no additional cost to the Town any Work, materials, equipment, or supplies damaged, lost, stolen, or destroyed from any cause whatsoever.

#### **C3.03. DEFENSE OF CLAIMS**

Should any claim be made or any legal action brought in any way relating to the Work under the Contract, the Contractor will diligently render to the Town any and all assistance which the Town may require of the Contractor.

#### **C3.04. INSURANCE**

Without limiting any of the other obligations or liabilities of Contractor, the Contractor must secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance must be qualified to do business in the State of Florida, be rated "B" as to management and "Class V" as to strength or better as rated by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, The insurance carrier must have agents upon whom service of process may be made in the State of Florida. The insurance coverage will be primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained by the Town will be in excess of the Contractor's insurance and will not contribute to the Contractor's insurance. The insurance coverages must include a minimum of:

a. *Worker's Compensation and Employer's Liability Insurance:*

Coverage to apply for all employees for statutory limits as required by the State of Florida's Statutory Workers' Compensation Law and all applicable Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$500,000 each accident and a waiver of subrogation.

b. *Employer's Liability:*

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

c. *Comprehensive Business Automobile and Vehicle Liability Insurance:*

This insurance must be written in comprehensive form and must protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and must cover operation with respect to onsite and offsite operations and insurance coverage must extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability must not be less than \$500,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

d. *Commercial General Liability ("CGL").*

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

1. Products and/or Completed Operations for contracts with an Aggregate Limit of **One Million Dollars (\$1,000,000)** per project. Contractor must maintain in force until at least three years after completion of all Work required under the Contract, coverage for Products and Completed Operations, including Broad Form Property Damage.
2. Personal and Advertising Injury with an aggregate limit of **One Million Dollars (\$1,000,000)**.
3. CGL Required Endorsements
  - a. Employees included as insured
  - b. Contingent Liability/Independent Contractors Coverage
  - c. Contractual Liability
  - d. Waiver of Subrogation
  - e. Premises and/or Operations

- f. Explosion, Collapse and Underground Hazards (if not specifically covered under the policy)
- g. Loading and Unloading
- h. Mobile Equipment (Contractor's Equipment) whether owned, leased, borrowed or rented by Contractor or employees of the Contractor.

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

*e. Certificate of Insurance*

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

*f. Additional Insured*

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

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

## **C4. SITE ISSUES**

### **C4.01. SITE INVESTIGATION AND REPRESENTATION**

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

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



responsibility is assumed by the Town for their accuracy or completeness. No request for additional compensation or Contract time resulting from encountering utilities not shown will be considered.

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

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

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

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

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

#### **C4.02. METHOD OF PERFORMING THE WORK**

The apparent silence of the Contract Documents as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished, will be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of the Contract Documents will be made upon that basis.

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

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

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

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

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

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

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

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

#### C4.03. DIFFERING SITE CONDITIONS

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

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

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

The Contractor must continuously maintain adequate protection of all its Work from all losses or damage and must protect public and private property, and utilities from injury or loss arising in

connection with the Work, and take all necessary precautions to prevent accidents, injuries, or damage to persons or property on or near the Work.

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

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

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

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

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

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

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

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

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

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

**C4.06. ACCESS TO WATER AND UTILITIES**

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

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

**C4.07. COORDINATION OF THE WORK**

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

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

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

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

**C4.08. ACCESS TO THE PROJECT SITE(S)**

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

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

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

Contractor must, at all times, keep the Work site(s) free from accumulation of excess materials, waste materials or rubbish caused by its operations. At the completion of Work at a work site(s), Contractor must remove all its excess materials, waste materials and rubbish from and about the Project(s) as well as any tools, equipment, machinery and surplus materials or supplies. If Contractor fails to clean up during the performance of the Work or at the completion of the Work, Town may do so and the cost incurred will be charged to the Contractor. Any combustible waste materials must be removed from the work site(s) at the end of each day. Any paved areas including curbs and sidewalks which have been strewn with soil, sod waste, fertilizer or other waste must be thoroughly swept. The Town is not required to supply areas or facilities for storage or removal of waste on-site.

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

**C4.10. SANITARY PROVISIONS**

The Contractor must provide on-site all necessary toilet conveniences, secluded from public observation, for use of all personnel on the Work, whether or not in its employ. Contractor must be

kept in a clean and sanitary condition and must comply with the requirements and regulations of the public authorities having jurisdiction. Contractor must commit no public nuisance. Sanitary facilities must be removed by the Contractor at its own expense upon completion of the Work, and the premises must be left clean.

**C4.11. MAINTENANCE OF TRAFFIC**

Any Work performed in the public right-of-way will require the prior approval of the appropriate public agencies. These public agencies include, but are not limited to, the Town, Miami-Dade County Public Works Department, and FDOT. Contractor will not be entitled to any additional compensation for Work performed in the public right-of-way, except for the cost of any required use of police officers, which reimbursement is addressed in the Contract.

Prior to commencing any Work the Contractor must install warning signs and any other warning and safety devices advising motorists and pedestrians of Work being performed. All signs must be temporary and must be removed at the end of the day or at the end of the completion of the Work, whichever is shorter.

The following guidelines must be followed during each maintenance operation:

**1. When no lanes are blocked:**

- a. All Contractor vehicles must have beacons and flashes on.
- b. **“MEN WORKING”** signs must be set up before starting operations.
  - On two lane roads: one (1) sign must be posted at each end of site, for each direction of travel (total of two (2) signs).
  - On four lane roads two (2) signs at each end of site (one on median and one on shoulder) for each direction of travel (total of four (4) signs).
  - Orange safety cones must be set at edges of travel lanes in the immediate area of work.
- c. Vehicles will be parked next to median at the transition area of left turn lanes. Orange traffic cones must be placed from the start of transition of the left turn lane to the front of vehicle at fifteen feet (15') intervals.

**2. When a lane is to be blocked:**

- a. No traffic lane may be blocked for any period between the hours of 7:00 to 10:00 AM and 3:30 to 7:00 PM.
- b. No traffic lanes may be blocked for a period longer than fifteen (15) minutes, unless a Maintenance of Traffic (M.O.T.) Plan has been approved at least twenty-four (24) hours in advance.
- c. A traffic lane may be blocked for up to fifteen (15) minutes, if absolutely necessary. However, the following M.O.T. must be followed:
  - Flagmen must be posted at the edge of the travel lane at least five hundred (500) feet prior to start of transition.
  - There must be a minimum of two hundred (200) feet transition with traffic cones, prior to lane closure. It is recommended that vehicle-blocking lane have a flashing arrow board.

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



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

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

### C5. SAFETY ISSUES

#### C5.01. SAFETY PRECAUTIONS

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

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

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

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

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

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

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

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

#### C5.02. TRENCH SAFETY ACT

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

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

**C5.03. MATERIAL SAFETY DATA SHEETS**

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

1. The chemical name and the common name of the substance.
2. The hazards or other risks in the use of the substance, including:
  - a. The potential for fire, explosion, corrosion, and reaction;
  - b. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the substance; and
  - c. The primary routes of entry and symptoms of overexposure.
3. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the substances, including appropriate emergency treatment in case of overexposure.
4. The emergency procedure for spills, fire, disposal, and first aid.
5. A description in lay terms of the known specific potential health risks posed by the substance intended to alert any person reading this information.

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

**C6. PLANS, DOCUMENTS & RECORDS**

**C6.01. CONTRACTOR TO CHECK PLANS, SPECIFICATIONS AND DATA**

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

**C6.02. SHOP DRAWINGS AND SUBMITTALS**

Contractor may be required, based on the Scope of Work of a Project, to submit shop drawings, sketches, samples or product data.

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

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

Where professional calculations or certification of performance criteria of materials, systems, and or equipment are required, the Project Manager or Consultant are entitled to rely upon the accuracy and

completeness of such calculations and certifications submitted by the Contractor. Calculations, when required, must be submitted in a neat clear and easy format to follow.

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

**C6.03. TOWN FURNISHED DRAWINGS, SUPPLEMENTAL DRAWINGS AND INSTRUCTIONS**

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

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

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

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

**C6.04. REQUEST FOR INFORMATION**

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

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

**C6.05. RECORD SET**

Contractor must maintain in a safe place one record copy and one permit set of the Contract Documents, including, but not limited to, all Drawings, Specifications, amendments, Change Orders, RFIs, and Field Directives, as well as all written interpretations and clarifications issued by the Project Manager, in good order and annotated to show all changes made during performance of the Work. The record documents must be continuously updated by Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Construction Change Directives, and Field Directives as well as

all written interpretations and clarifications, and all concealed and buried installations of piping, conduit and utility services. Contractor must certify the accuracy of the updated record documents. The record documents must be clean and all changes, corrections and dimensions must be given in a neat and legible manner in red. Upon Final Completion of the Work and as a condition precedent to Contractor's entitlement to final payment, the Record Set must be delivered to the Project Manager by the Contractor. The Record Set of Drawing must be submitted in both hard copy and as electronic plot files.

C6.06. ACCESS, REVIEW AND RELEASE OF RECORDS

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

a. *Public Records*

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

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

b. *Retention and Transfer of Public Records*

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

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

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

**C7. CONTRACTOR RESPONSIBILITIES**

C7.01. LABOR AND MATERIALS

Unless otherwise provided herein, Contractor must provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities and services necessary for the

proper execution and completion of the Work. All materials must be new unless otherwise specified in the Contract Documents.

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

*a. Minimal Disturbance*

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

**C7.02. VEHICLES AND EQUIPMENT**

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

**C7.03. SUPERVISION OF THE WORK**

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

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

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

**C7.04. TOWN LICENSES, PERMITS AND FEES**

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

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

performance of the Work. Any fees related to Town required permits in connection with this Contract will be the responsibility of the Contractor and will be reimbursed by the Town.

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

**C7.05. TAXES**

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

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

**C7.06. REMOVAL OF UNSATISFACTORY PERSONNEL**

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

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

**C7.07. COMPLIANCE WITH APPLICABLE LAWS**

The Contractor must comply with the most recent editions and requirements of all applicable laws, rule, regulations, codes, and ordinances of the Federal government, the State of Florida, Miami-Dade County, and the Town.

**C7.08. NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, & ADA**

Contractor will not unlawfully discriminate against any person, will provide equal opportunities for employment, and comply with all applicable provisions of the Americans with Disabilities Act in its performance of the Work under the Contract. Contractor will comply with all applicable federal, State of Florida, Miami-Dade County, and Town rules regulations, laws, and ordinance as applicable.

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

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

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

Conditional Release of Liens are not accepted by the Town.



**C7.10. PURCHASE AND DELIVERY, STORAGE AND INSTALLATION**

All materials must be F.O.B. delivered and included in the cost of the Work. The Contractor is solely responsible for the purchase, delivery, off-loading and installation of all equipment and material(s). Contractor must make all arrangement for delivery. Contractor is liable for replacing and damaged equipment or material(s) and filing any and all claims with suppliers. All transportation must comply with all federal, FDOT, Miami-Dade County, and Town rules and regulations.

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

**C8. PAYMENT PROCESS**

**C8.01. COMPENSATION**

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

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

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

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

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

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

**C8.02. ESTIMATED QUANTITIES**

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

**C8.03. LINE ITEM PRICING**

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

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

C8.04. LINE ITEM QUANTITIES

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

C8.05. ADDITIONAL LINE ITEM PRICING

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

C8.06. REIMBURSIBLE EXPENSES

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

1. Town Issued Permits
2. Police Officer costs when not provided by the Town
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 included in the unit price per item. To be reimbursed the Contractor must submit a copy of documentation substantiating both the cost as well as proof of payment.

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

C8.07. PROGRESS PAYMENTS

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

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

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

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

1. Defective Work not remedied.
2. Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or Town because of Contractor's performance.
3. Failure of Contractor to make payments properly to Subcontractors or for material or labor.
4. Damage to another contractor not remedied.

5. Liquidated damages and costs incurred by Town and/or Consultant for extended construction administration.
6. Failure of Contractor to provide any and all documents required by the Contract Documents.

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

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

#### **C8.08. RETAINAGE & RELEASE**

Subsequent to the Project Manager determining that fifty (50%) percent of the Work has been completed the Contractor may submit a separate invoice requesting the release of 10% of the retainage withheld and submit a written request that future retainage be reduced to 5%. The Town at its sole discretion may determine that the request for release or reduction of the retainage should not occur.

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

### **C9. CONTRACTOR MODIFICATIONS & DISPUTE PROCESS**

#### **C9.01. FIELD DIRECTIVE**

The Project Manager may at times issue Field Directives to the Contractor based on visits to the Project Site. Such Field Directive(s) will be issued in writing and the Contractor is required to comply with the directive. Where the Contractor believes that the directive is outside the scope of the Work, the Contractor must, within 48 hours, notify the Project Manager that the work covered by the Field Directive is outside the scope of the Work. At that time the Field Directive may be rescinded by the Project Manager or the Contractor may be required to submit a request for a change to the Contract. Where the Contractor is notified of the Town's position that the Work is within the scope and the Contractor disagrees, the Contractor may notify the Project Manager that the Contractor reserves the right to make a claim for the time and monies based on the Field Directive, in accordance with the requirements of Article 3.40. At no time will the Contractor refuse to comply with the Field Directive. Failure to comply with the Field Directive may result in a determination that the Contractor is in default of the Contract.

#### **C9.02. CHANGE ORDERS**

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

The Contractor is required to provide the Project Manager with a detailed Change Proposal Request ("CPR") or Request for Change Order ("RCO"), utilizing the Town's standard form, which must include requested revisions to the Contract, including but not limited to adjustments in this Contract Price and Contract Time. The Contractor is required to provide sufficient data in support of the cost proposal demonstrating its reasonableness. In furtherance of this obligation, the Town may require that the Contractor submit any or all of the following: a cost breakdown of material costs, labor costs, labor rates by trade, and Work classification and overhead rates in support of Contractor's CPR/RCO. The Contractor's CPR/RCO must include any schedule revisions and an explanation of the cost and schedule impact of the proposed change on the Project. If the Contractor fails to notify the Project Manager of any schedule changes associated with the proposed change, it will be deemed to be an acknowledgment by Contractor that the proposed work will not have any scheduling consequences.

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

In the event a satisfactory adjustment cannot be reached and a Change Order has not been issued or time is of the essence, the Town reserves the right, at its sole option to direct the Contractor to proceed on a time and materials basis or make such arrangements as may be deemed necessary to complete the proposed additional Work.

Where the Town directs the Contractor to proceed on a time and materials basis, Contractor must maintain detailed records of all labor and material costs for review by the Town.

For all Change Orders the Contractor will be entitled to a combined profit and overhead rate for Change Orders that will not be in excess of ten (10%) percent inclusive of all direct/indirect costs including labor, material, and equipment costs, unless the Procurement Manager determines that the complexity and risk of the Change Order work is such that an additional factor is appropriate.

The final amount to be paid to the Contractor for Change Order Work is subject to negotiation between the Town and the Contractor.

Failure by the Contractor to proceed with Change Order Work when so directed by the Town Manager or designee may result in the Contractor being found in default of the Contract.

Contractor must utilize the Town's standard requests for change orders and change order forms unless otherwise specifically approved by the Town's Procurement Manager. The Town's Forms are available at the website address identified in Article C8.

#### **C9.03. FORCE MAJEURE**

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

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

#### **C9.04. EXTENSION OF TIME**

Any reference in this Article to the Contractor will be deemed to include suppliers, and permitted Subcontractors, whether or not in privity of contract with the Contractor for the purpose of this Article.

If the Contractor is delayed at any time during the progress of the Work beyond the time frame or date provided for Final Completion by the neglect or failure of the Town or by a Force Majeure, then the Contract Time set forth in the Contract will be extended by the Town subject to the following conditions:

1. The cause of the delay arises after issuance of the NTP and could not have been anticipated by the Contractor by reasonable investigation before proceeding with the Work;
2. The Contractor demonstrates that the completion of the Work will be actually and necessarily delayed;
3. The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay.

A delay meeting all the conditions of the above, will be deemed an Excusable Delay.

The Town reserves the right to rescind or shorten any extension previously granted if subsequently, the Project Manager determines that any information provided by the Contractor in support of a request for an extension of time was erroneous; provided however, that such information or facts, if known, would have resulted in a denial of the request for an Excusable Delay. Notwithstanding the above, the Project Manager will not rescind or shorten any extension previously granted if the Contractor acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Contractor.

The request for an Excusable Delay must be made within five (5) calendar days after the time when the Contractor knows or should have known of any cause for a specific event, for which it may claim an extension of time and must provide any actual or potential basis for an extension of time, identifying such causes and describing, as fully as practicable at that time, the nature and expected duration of the delay and its effect on the completion of that part of the Work identified in the request. The Project Manager may require the Contractor to furnish such additional information or documentation, as the Project Manager will reasonably deem necessary or helpful in considering the requested extension.

The Contractor will not be entitled to an extension of time unless the Contractor affirmatively demonstrates that it is entitled to such extension.

The Project Manager will endeavor to review and respond to the Contractor's request for Excusable Delays in a reasonable period of time; however, the Contractor is obligated to continue to perform the Work required regardless of whether the Project Manager has issued a decision or whether the Contractor agrees or disagrees with that decision.

With regard to an injunction, strike or interference of public origin which may delay the Project, the Contractor must promptly give the Project Manager a copy of the injunction or other orders and copies of the papers upon which the same was granted. The Town must be afforded the right to intervene and become a party to any suit or proceeding in which any such injunction has been obtained and move to dissolve the same or otherwise, as the Town may deem proper.

Where the Contractor is delayed for any period of time by two or more of the causes mentioned in Article 3.43, Excusable Delay, Non-Compensable, the Contractor will not be entitled to a separate extension for each one of the causes, only one period of extension will be granted for the delay.

Any extension of time granted by the Town will be processed through the Change Order provisions of the Contract.

The permitting of the Contractor to proceed with the Work subsequent to the date specified in the Contract (as such date may have been extended by a change order), the making of any payment to the

Contractor, the issuance of any Change Order, will not waive the Town's rights under the Contract, including but not limited to the assessment of liquidated damages or declaring Contractor in default.

**C9.05. EXCUSABLE DELAY, NON-COMPENSABLE**

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

Contractor is entitled to a time extension of the Contract time for each day the Work is delayed due to Excusable Delay. Contractor must document its claim for any time extension as provided in Article C9.04.

Failure of Contractor to comply with Articles C9.04, as to any particular event of delay will be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of delay.

**C9.06. CLAIMS**

Contractor will only be entitled to submit a claim after submitting its request for additional compensation or time in accordance with Articles C9.03 and C9.04 of the Contract and the request(s) have been denied or the Contractor does not agree with the decision of the Town.

Any claim for a change in the Contract time for completion of any Work, the Contract Term, or Contract price must be made by written notice by Contractor to the Town representatives identified in Article 3.3 within the timeframe established in Article C9.04, effective with the commencement of the event giving rise to the claim stating the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation must be provided unless the Procurement Manager allows an additional period of time to ascertain more accurate data in support of the claim. The written notice must be accompanied by Contractor's written notarized statement that the adjustment(s) claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. All claims and disputes will be determined in accordance with the Contract. It is expressly and specifically agreed that any and all claims for changes to the Contract will be waived if not submitted in strict accordance with the requirements of this Article.

The Town may require the Contractor to submit its claim utilizing a specific format or forms to facilitate the Town's evaluation of the claim. The Town at its sole discretion may require that additional documentation or information be provided by the Contractor to assist in its review and evaluation of the claim.

The Contract time will be extended in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of Contractor if a claim is made as provided in this Article. Such delays include, but are not be limited to, acts or neglect by any separate contractor employed by Town, fires, floods, labor disputes beyond the control of the Contractor, epidemics, abnormal weather conditions (if applicable), or acts of God.

The Contractor will not be entitled to an increase in the Contract price or payment or compensation of any kind from the Town for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be it reasonable or unreasonable, foreseeable or unforeseeable, avoidable or unavoidable. Contractor will only be entitled to an extension of the Contract Time for completion of the Work, as the sole and exclusive remedy for such resulting excusable delay.



The Contractor agrees to make no claim for damages for delay of any kind in the performance of the Contract Documents whether occasioned by any act or omission of the Town or any of its representatives and the Contractor agrees that any such claim will be compensated solely by an extension of time to complete performance of the Work due to an Excusable Delay as defined in Articles C9.03, and Article C9.04. The Contractor alone specifically assumes the risk of such delays, including, without limitation: delays in processing or approving any submittals to the Town or by the Town, or the failure to render determinations, approvals, replies, inspections, in a timely manner. Contractor will not receive monetary compensation for Town delay(s).

Failure of Contractor to comply with this Article as to any particular event of claim will be deemed conclusively to constitute a waiver of any and all claims resulting from that particular event.

#### C9.07. DISPUTES AND MEDIATION

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

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

Should the initial efforts of mediation not end in a mutual resolution then the Contractor must notify in writing the Town Manager as identified in Article C13, Notices, of the claim or dispute. The Contractor must submit its dispute in writing, with all supporting documentation, to the Town's Procurement Manager. Upon receipt of said notification the Procurement Manager will review the issues relative to the claim or dispute and issue a written finding.

Should the Contractor and the Procurement Manager fail to resolve the claim or dispute the Contractor must submit their dispute in writing within five (5) calendar days of the written finding being issued by the Procurement Manager to the Town Manager. Failure to submit such appeal in the stated timeframe of the written finding will constitute acceptance of the finding by the Contractor. Upon receipt of said notification the Town Manager will review the issues relative to the claim or dispute and issue a written finding.

Appeal to the Town Manager for resolution is required prior to Contractor being entitled to seek judicial relief in connection therewith. Should the Contractor be entitled to compensation hereunder, the Town Manager's decision may be subject to approval by the Town Council. Contractor will not be entitled to seek judicial relief unless:

1. it has first received Town Manager's written decision, approved by the Town Council if applicable, or
2. a period of sixty (60) days has expired after submitting to the Town Manager a detailed statement of the dispute, accompanied by all supporting documentation, or a period of (90) days has expired in an instance where Town Manager's decision is subject to Town Council for approval; or
3. Town has waived compliance with the procedure set forth in this Article by written instrument(s) signed by the Town Manager.

In the event the determination of a dispute under this Article is unacceptable to either party hereto, the party objecting to the determination must notify the other party in writing within fourteen (14) calendar days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Contract price or Contract time adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) calendar days after completion of the Work or expiration of the Contract Term, the parties will participate in mediation to address all objections to any determinations hereunder and to attempt to prevent litigation. A certified Mediator, who the parties find mutually

acceptable, will conduct any mediation proceedings in Miami-Dade County, State of Florida. The costs of a certified Mediator will be shared on a 50/50 basis. Should the claim or dispute not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A party objecting to a determination specifically waives all of its rights provided hereunder, including its rights and remedies under State law, if said party fails to comply in strict accordance with the requirements of this Article.

**C9.08. CONTINUING THE WORK**

Contractor must continue to perform all Work under the Contract Documents during all disputes or disagreements with Town, including disputes or disagreements concerning a request for a Change Order and no Work must not be delayed or postponed pending resolution of any disputes or disagreements.

**C9.09. FRAUD AND MISREPRESENTATION**

The Town may terminate this Contract or any other contracts with the Town with any person, individual, corporation, entity, or affiliate that attempts to meet its contractual obligations with the Town through fraud, misrepresentation or material misstatement. Such person, individual, corporation, entity, or affiliate will be responsible for all direct or indirect costs associated with termination or cancellation.

**C9.10. STOP WORK ORDER**

The Town may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the Work for a period of up to ninety (90) days (or any lesser period), commencing no sooner than the date the order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order will be specifically identified as a "Stop Work Order" issued pursuant to this paragraph. Within the period of ninety (90) days (or the lesser period specified) after a Stop Work Order is delivered to the Contractor, or within any extension to which the parties have agreed the Town will either:

1. Cancel the Stop Work Order; or
2. Terminate the Work covered by such order as provided in Article C10.03, Termination for Convenience.

If a Stop Work Order issued under this Article is canceled or the period of the order or any extension thereof expires, the Contractor must resume the Work without compensation to the Contractor for such suspension other than extending the time to complete any Work under the Contract or extending the Contract Term to the extent that, in the opinion of the Project Manager, the Contractor may have been delayed by such suspension. In the event the Project Manager determines that the suspension of Work was necessary due to Contractor's defective or incorrect Work, unsafe Work conditions caused by the Contractor, or any other reason caused by Contractor's fault or omission, the Contractor will not be entitled to an extension of time or Contract Term or (Time) as a result of the issuance of a Stop Work Order.

Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Town has directed such suspension, will entitle the Contractor to additional Contract time as non-compensable, Excusable Delay, and will not give rise to a claim for compensable delay.

**C9.11. MATERIALITY AND WAIVER OF BREACH**

Town and Contractor agree that each requirement, duty, and obligation set forth in the Contract Documents is substantial and important to the formation of the Contract Documents and, therefore, is a material term hereof. The Town's failure to enforce any provision of the Contract Documents will not be deemed a waiver of such provision or modification of the Contract Documents. A waiver of any

breach of a provision of the Contract Documents will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of the terms of the Contract Documents.

**C9.12. TIME IN WHICH TO BRING ACTION AGAINST THE TOWN**

In the event the Contractor may be deemed to have a cause of action against the Town, no action will lie or be maintained by the Contractor against the Town upon any claim arising out of or based upon the Contract Documents by reason of any act or omission or requirement of the Town or its agents, unless such action is commenced within six (6) months after the date of issuance of a final payment under the Contract, or if the Contract is terminated under the provisions of the Contract, unless such action is commenced within six (6) months after the date of such termination by the Town.

**C9.13. CONTRACT EXTENSION**

The Town reserves the right to extend the Contract for up to ninety (90) calendar days beyond the original Contract period, inclusive of any Options to Renew exercised by the Town. In such event, the Town will notify the Contractor in writing of such extensions.

**C10. EARLY TERMINATION & DEFAULT**

**C10.01. SET-OFFS, WITHHOLDING, AND DEDUCTIONS**

The Town may set-off, deduct or withhold from any payment due the Contractor, such sums as may be specifically allowed in the Contract or by applicable law including, without limitation, the following:

1. Any amount of any claim by a third party;
2. Any Liquidated Damages, and/or;
3. Any unpaid legally enforceable debt owed by the Contractor to the Town.

The Town will notify the Contractor in writing of any such withholdings.

Any withholding, which is ultimately held to have been wrongful, will be paid to the Contractor in accordance with the Local Government Prompt Payment Act

**C10.02. CONTRACTOR DEFAULT**

*a. Event of Default*

An event of default means a breach of the Contract by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, includes but is not limited to, the following:

1. The Contractor has not performed the Work in a timely manner;
2. The Contractor has refused or failed to supply properly skilled staff or provided sufficient quantities of staff to perform the Work;
3. The Contractor has failed to make prompt payment to Subcontractors or suppliers for any services, materials, or supplies provided to Contractor;
4. The Contractor has become insolvent or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
5. The Contractor has failed to obtain the approval of the Town where required by the Contract Documents;
6. The Contractor has failed in the representation of any warranties stated herein;
7. When, in the opinion of the Town, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work.

*b. Notice of Default-Opportunity to Cure*

Where an Event of Default ("Default") occurs under the Contract, the Town may at its sole discretion notify the Contractor, specifying the basis for such Default, and advising the Contractor that such Default must be cured within a time frame specified by the Town; or, the Contract with the Town may be terminated. The Town is under no obligation to issue such notification. The Town may grant an extension to the cure period if the Town deems it appropriate and in the best interest of the Town, without waiver of any of the Town's rights hereunder. The Town, at its sole discretion, may have a default corrected by its own forces or another contractor and any such costs incurred will be deducted from any sums due the Contractor under any contract with the Town.

The Town Manager or designee may also suspend any payment or part thereof or order a Work stoppage until such time as the issue(s) concerning compliance are resolved.

*c. Termination for Default*

Where a Default is not cured within the time specified to cure the Default, the Town Manager in addition to all remedies available by law, may immediately, upon written notice to Contractor, terminate this Contract. Contractor understands and agrees that termination of this Contract under this Article will not release Contractor from any obligation accruing prior to the effective date of termination.

In the event of termination by the Town Manager or designee, the Town Manager or designee may immediately take possession of all applicable documentation and data, material, equipment, and supplies to which it is entitled to under the Contract or by law.

Where the Town erroneously terminates the Contract for default, the terminations will be converted to a Termination for Convenience, and the Contractor will have no further recourse of any nature for wrongful termination.

**C10.03. TERMINATION FOR CONVENIENCE**

In addition to cancellation or termination as otherwise provided for in the Contract, the Town may at any time, in its sole discretion, with or without cause, terminate the Contract by written notice to the Contractor. Such Written Notice will state the date upon which Contractor must cease all Work under the Contract, and if applicable vacate the Project(s) site(s).

Upon receipt of such notice, unless otherwise directed by the Town, the Contractor must Stop all Work on the date specified in the notice ("the Effective Date");

1. Take such action as may be necessary for the protection and preservation of the Town's materials and property;
2. Cancel all cancelable orders for materials and equipment;
3. Remove all materials, supplies or equipment that may be used by the Contractor on other work;
4. Assign to the Town and deliver to the Town, at a site(s) specified by the Town, any non-cancelable orders for materials and equipment that can not otherwise be used by the Contractor on other work;
5. Take no action that will increase the amounts payable by the Town under the Contract Documents; and take reasonable measures to mitigate the Town's liability under the Contract Documents; and
6. All documents, including electronic documents, related to Work authorized under the Contract, whether finished or not, must be turned over to the Town. Failure to timely deliver the documentation will be cause to withhold any payments due without recourse by Contractor until all documentation is delivered to the Town.

In the event that the Town exercises its right to terminate the Contract pursuant to the Contract Documents, the Town will pay the Contractor for the actual cost, or the fair and reasonable value, as substantiated by invoice documentation, of any non-cancelable material(s) and equipment that cannot be used elsewhere by the Contractor in the performance of its work.

In no event, will any payments under this Paragraph exceed the maximum cost set forth in the Contract and the amount due hereunder may be offset by payments made to the Contractor or any claims made against the Contractor. Contractor will not be entitled to lost profits, overhead or consequential damages as a result of a Termination for Convenience.

#### **C10.04. REMEDIES AVAILABLE TO THE TOWN**

The Town may avail itself of each and every remedy stated in the Contract Documents or existing at law or in equity. The exercise or the beginning of the exercise, of one remedy will not be deemed a waiver of the right to exercise, at the same time or thereafter, of any other remedy.

### **C11. SUBSTITUTIONS**

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

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

### **C12. INSPECTION OF THE WORK**

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

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

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

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

### **C13. UNCOVERING FINISHED WORK**

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

### **C14. DEFECTIVE OR NON-COMPLIANT WORK**

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

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

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

If, within 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.

### **C15. FUNDS AVAILABILITY**

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

**END OF SECTION**



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

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

The Work consists of furnishing all labor, materials, machinery, tools, means of transportation, supplies, equipment, and services necessary for the milling and repaving of Hutchinson Road between Simmons Street and Turnbull Drive, and several drainage improvements to the same section of road in accordance with the plans contained in Exhibit A.

Hutchinson Road, between Simmons Street and Turnbull Drive, about 12,957.59 square feet of paved road, requires several road and drainage improvements. This section of road must be milled and repaved. Several swales in front of residences on Hutchinson Road will be improved, along with one section of drainage pipe. The percolation in ten swales will be improved with the appropriate percolation material. One section of drain pipe, approximately 17 feet, is blocked by heavy tree roots and will need to be replaced. During the mill and repaving effort, this pipe will be replaced with one French drain of 40LF and 24in. diameter.

Nearby, at the opposite side of Hutchinson Road, at the intersection of Turnbull Drive and Simmons Street, there is a low point that creates continuous water ponding. An existing swale will be reconditioned at this location while a small five (5) foot wide band of pavement in front of the swale will be milled and repaved in front of the swale to ensure water ponded will flow toward the swale.

### **D2. CONTRACT TERM**

The Contract will become effective on the date it is executed by both parties and shall remain in effect until the expiration of the Warranty period(s). The Contractor shall obtain Substantial Completion of the Work within twenty eight (28) Days of the Notice to Proceed being issued by the Town. Contractor must obtain Final Completion within seven (7) Days after obtaining Substantial Completion.

### **D3. LIQUIDATED DAMAGES**

The Town may establish liquidated damages on the Notice to Proceed.

The Contractor is obligated and guarantees to obtain Substantial and Final Completions of the Project within the timeframes established in the Contract or any approved extension of time the Contractor may be granted by the Town. In the event of a delay in completion beyond the date established in the Contract Documents, the Contractor must pay to the Town for each and every calendar day of unexcused delay, the sum of five hundred (\$500.00) dollars, which is hereby agreed upon not as a penalty but as liquidated damages. The Contractor will be notified of any exceptions. The total amount of liquidated damages will not exceed the value of the Contract.

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

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

### **D4. 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 under the Contract. 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.

#### **D5. 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.

#### **D6. ACCEPTANCE AND FINAL PAYMENT**

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

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

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

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

#### **D7. TREE ROOT PRUNING**

Contractor must perform all root pruning work at the standards established in the current ANSI A300.

**END OF SECTION**

## SECTION E. BID FORM

Bid submittal of \_\_\_\_\_  
(Name of Bidder)

\_\_\_\_\_  
(Address)

Submitted on: \_\_\_\_\_  
(Date)

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

### **Hutchinson Road & Drainage Improvements**

**Bid No: 2017-18**

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

\_\_\_\_\_

This Bid Form is submitted as part of the Bidder's Bid submittal ("Submittal") in response to the ITB issued by the Town of Miami Lakes with respect to ITB Number 2017-18.

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

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

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

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

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

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

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

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

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

## **BID PRICE**

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

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

**Total Bid Amount:**     \$ \_\_\_\_\_

Firm's Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

Town/State/Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Social Security No. or Federal  
I.D.No.: \_\_\_\_\_

(if available)

**END OF SECTION**

## ADDENDUM ACKNOWLEDGEMENT FORM

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

Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____

\_\_\_\_\_ No Addendum issued for this ITB

Firm's Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_



**CERTIFICATE OF AUTHORITY  
(IF CORPORATION)**

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

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

Secretary: \_\_\_\_\_

Print: \_\_\_\_\_

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**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, must be the official act and deed of the partnership.

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

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

Partner: \_\_\_\_\_

Print: \_\_\_\_\_

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**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 \_\_\_\_\_)

) SS:

COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has produced  
\_\_\_\_\_ as identification and who (did / did not) take an oath.

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

STATE OF FLORIDA

\_\_\_\_\_  
PRINTED, STAMPED OR TYPED

NAME OF NOTARY PUBLIC

## SECTION F. QUESTIONNAIRE

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

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

### A. Business Information

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

b. Date company licensed by the State of Florida or Miami-Dade County: \_\_\_\_\_

c. State and Date of Incorporation: \_\_\_\_\_

c. What is your primary business? \_\_\_\_\_

(This answer should be specific)

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

2. Name and Licenses of any prior companies

Name of Company

License No.

Issuance Date

\_\_\_\_\_

\_\_\_\_\_

3. Type of Company:

☐ Corporation ☐ "S" Corporation ☐ LLC ☐ Sole Proprietorship ☐ Other: \_\_\_\_\_

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

4. Company Ownership

a. identify all owners of the company

Name	Title	% of ownership
------	-------	----------------

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- 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
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

5. Employee Information

Total No. of Employees: \_\_\_\_\_ Number of Managerial/Admin. Employees: \_\_\_\_\_

Number of Trades Personnel and total number per classification:

(Apprentices must be listed separately for each classification)

_____
_____
_____

6. Will a Labor Force Company be used to provide workers? ☐ Yes ☐ No
7. Has any owner or employee of the company ever been convicted of a federal offense or moral turpitude: If yes, please explain:
- \_\_\_\_\_
8. Insurance & Bond Information
- a. Insurance Carrier name & address: \_\_\_\_\_
- \_\_\_\_\_
- b. Insurance Contact Name, telephone, & e-mail: \_\_\_\_\_
- \_\_\_\_\_
- c. Insurance Experience Modification Rating (EMR): \_\_\_\_\_  
(if no EMR rating please explain why)
- d. Number of Insurance Claims paid out in last 5 years & value: \_\_\_\_\_
- e. Bond Carrier name & address: \_\_\_\_\_
- \_\_\_\_\_
- f. Bond Carrier Contact Name, telephone, & e-mail: \_\_\_\_\_
- \_\_\_\_\_
- g. Number of Bond Claims paid out in last 5 years & value: \_\_\_\_\_
9. Have any claims lawsuits been file against your company in the past 5 years, If yes, identify all where your company has either settle or an adverse judgment has been issued against your company. Identify the year basis for the claim or judgment & settlement unless the value of the settlement is covered by a written confidentiality agreement.
- \_\_\_\_\_
- \_\_\_\_\_
10. To the best of your knowledge is your company or any officers of your company currently under investigation by any law enforcement agency or public entity. If yes, provide details:
- \_\_\_\_\_
- \_\_\_\_\_
11. Has your company been assessed liquidated damages or defaulted on a project in the past five (5) years? ☐ Yes ☐ No (If yes, provide an attachment that provides an explanation of the project and an explanation.
12. Has your company been cited for any OSHA violations in the past five (5) years? If yes, please provide an attachment including all details on each citation, ☐ Yes ☐ No

13. Provide an attachment listing all of the equipment, with a value of \$3,000 or greater, owned by your company.
14. Provide an attachment listing of all equipment that your company does not own but plans to rent, lease, or borrow for the performance of the Work

**B. Project Management & Subcontract Details**

1. Project Manager for this Project:

a. Name: \_\_\_\_\_

b. Years with Company: \_\_\_\_\_

c Licenses/Certifications: \_\_\_\_\_

d. Last 3 projects with the company including role, scope of work, & value of project:

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2. Subcontractors:

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

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

---

---

**C. Current and Prior Experience:**

1. Current Experience including current under projects or contracts, recently awarded, or pending award (Provide an attachment to this questionnaire that lists all such contracts or projects, including the owner's name, title and value of project, scope of work, projected or actual start date, projected completion date.



2. Prior contracts or projects of a similar size, scope, and complexity: Provide an attachment to this Questionnaire that includes contracts or projects the Bidder considers of a similar, size, scope and complexity, particularly in the area of building/repairing existing swales, 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 by the bid 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 reference letter is to be completed by the owner of the Project and submitted as part of the Bid submission.

#### **D. Bidder's References**

Bidders are to include a minimum of three (3) references from contracts or projects listed in C.2 above. The attached form is to be used and is to be included with the Bid submission. The Town, at its sole discretion may allow the Bidder to submit the references after the specified date for Bid submission.

#### **E. Declaration**

I declare under penalty of perjury that the foregoing information is true and correct.

Executed on \_\_\_\_\_ (date)

Authorized representative (print): \_\_\_\_\_

Authorized representative (signature): \_\_\_\_\_

## SECTION G. REQUIRED ATTACHMENTS

### TRENCH SAFETY ACT

**Contract No.** \_\_\_\_\_

The Proposer, by virtue of signing the Price Form, affirms that the Proposer is aware of the Trench Safety Act, and will comply with all applicable trench safety standards. Such assurance will be legally binding on all persons employed by the Proposer and Subcontractor, and Subconsultant.

The Proposer is also obligated to identify the anticipated method and cost of compliance with the applicable trench safety standards for the Project.

The following items are a breakout of the respective items involving trenching under the Contract identified above and are included in the unit prices.

The Proposer further identifies the costs and methods summarized below:

Description	Unit	Quantity	Unit Price	Extended Price	Method
_____	_____	_____	\$ _____	\$ _____	_____
_____	_____	_____	\$ _____	\$ _____	_____
_____	_____	_____	\$ _____	\$ _____	_____
_____	_____	_____	\$ _____	\$ _____	_____
_____	_____	_____	\$ _____	\$ _____	_____
Total			\$ _____		



## CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for Bid No. 2017-18

Name of Bidder: \_\_\_\_\_

The above referenced contractor is submitting on a bid solicitation that has been issued by the Town. We require that the Bidder provide written references with their Bid submission and by providing you with this document the Contractor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information your feel is pertinent:

**Name of Public Entity:** \_\_\_\_\_

Name of Project: \_\_\_\_\_

Scope of work: \_\_\_\_\_

Initial Value of Contract \$\_\_\_\_\_ Is contract active? ☐ Yes ☐ No

Final Contract Value: \$\_\_\_\_\_

Was the work performed timely: ☐ Yes ☐ No

Was the work performed to acceptable quality standards? ☐ Yes ☐ No

Were the number of RFIs submitted reasonable for the scope of the project(s)? ☐ Yes ☐ No

Number of Change Orders: \_\_\_\_\_ Where any Contractor driven? ☐ Yes ☐ No

Would you enter into a contract with the Contractor in the future? ☐ Yes ☐ No

If no to any of the above please provide details below. Provide any other comment you feel appropriate.

---

---

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Thank you for your assistance in helping us in evaluating our bid solicitation.

Name of Owner: \_\_\_\_\_

Name of individual completing this form: \_\_\_\_\_ Date: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Sincerely,

Thomas Fossler  
Procurement Specialist

# ANTI-KICKBACK AFFIDAVIT

[illegible]

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Miami Lakes, its elected officials, and \_\_\_\_\_ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

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

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

Sworn and subscribed before this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary Public, State of Florida

(Printed Name)

My commission expires: \_\_\_\_\_

## NON-COLLUSIVE AFFIDAVIT

State of \_\_\_\_\_ }  
  } SS:  
County of \_\_\_\_\_ }

\_\_\_\_\_ being first duly sworn, deposes and says that:

- a) He/she is the \_\_\_\_\_, (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_, the Bidder that has submitted the attached Proposal;
- b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- c) Such Proposal is genuine and is not collusive or a sham Proposal;
- d) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Bidder, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

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

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

## NON-COLLUSIVE AFFIDAVIT (CONTINUED)

## ACKNOWLEDGMENT

State of \_\_\_\_\_ )  
 \_\_\_\_\_ ) SS:  
 County of \_\_\_\_\_ )

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_

to me well known and known by me to be the person described herein and who executed the foregoing

Affidavit and acknowledged to and before me that \_\_\_\_\_ executed said

Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires:

Notary Public State of Florida at Large



## PROPOSER'S RELATIONSHIPS WITH THE TOWN AFFIDAVIT

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**SWORN STATEMENT ON PUBLIC ENTITY CRIMES**  
**SECTION 287.133(3)(a), FLORIDA STATUTES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the Town of Miami Lakes

by \_\_\_\_\_  
[print individual's name and title]

for \_\_\_\_\_  
[print name of entity submitting sworn statement]

whose business address is

\_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

(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, will be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months will be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any

natural person or entity organized under the laws of any state or of the United States with the legal 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.

\_\_\_\_\_  
Signature of Entity Submitting Sworn Statement

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Personally known \_\_\_\_\_

OR produced identification \_\_\_\_\_ Notary Public – State of \_\_\_\_\_

\_\_\_\_\_  
(type of identification)

My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Printed, typed or stamped commissioned name notary public)

## CONFLICT OF INTEREST AFFIDAVIT

State of \_\_\_\_\_ }  
 \_\_\_\_\_ } SS:  
 County of \_\_\_\_\_ }

\_\_\_\_\_ being first duly sworn, deposes and says that he/she is the (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_, the Bidder that has submitted the attached Bid/Proposal and certifies the following;

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

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

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness

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

(Printed Name)

(Title)

Form COI

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

WITNESS, my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires:

\_\_\_\_\_  
Notary Public State of Florida at Large

Form COI

## 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: \_\_\_\_\_

Authorized representative (print): \_\_\_\_\_

Authorized representative (signature): \_\_\_\_\_ Date: \_\_\_\_\_



## **SECTION H. FORMS**

## CONTRACT EXECUTION FORM

(DO NOT FILL OUT THIS FORM)

This Contract 2017-18 made this \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_ in the amount not to exceed \$\_\_\_\_\_by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and (name of Contractor)

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

Attest:

TOWN OF MIAMI LAKES

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

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

By: \_\_\_\_\_  
Town Attorney

Signed, sealed and witnessed in the presence of:

As to the Contractor:

(Contractor's Name)

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

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

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

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

## CORPORATE RESOLUTION

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

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

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

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

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

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

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

(Corporate Seal)

## LEASED EMPLOYEE AFFIDAVIT

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of workers who are not employees of the company are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the Town in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the Town with a certificate of insurance from the leasing company providing proof of workers' compensation coverage prior to these workers entering any Town Work site.

I further agree to notify the Town if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: \_\_\_\_\_

Workers' Compensation Carrier: \_\_\_\_\_

A.M. Best Rating of Carrier: \_\_\_\_\_

Inception Date of Leasing Arrangement: \_\_\_\_\_

I further agree to notify the Town in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the Town that documents the change of carrier.

Name of Contractor: \_\_\_\_\_

Signature of Owner/Officer: \_\_\_\_\_

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

## 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. **2017-18**, awarded the \_\_\_\_\_ day of \_\_\_\_\_, **20**\_\_\_\_, with Town which Contract Documents are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated damages, and other damages identified, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

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

**FORM OF PERFORMANCE BOND (Page 2 of 2)**

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

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

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

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Contractor

WITNESSES:

\_\_\_\_\_  
(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. 2017-18**, for the **Hutchinson Road & Drainage Improvements Project**, awarded the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with Town which Contract are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated damages, and other damages identified, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

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

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

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

## FORM OF PAYMENT BOND (Page 2 of 2)

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

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

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Contractor

ATTEST:

\_\_\_\_\_  
(Name of Corporation)

\_\_\_\_\_  
(Secretary)

By:

\_\_\_\_\_  
(Signature)

(Corporate Seal)

\_\_\_\_\_  
(Print Name and Title)

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

IN THE PRESENCE OF:

INSURANCE COMPANY:

By:

\_\_\_\_\_  
Agent and Attorney-in-Fact

Address: \_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City/State/Zip Code)

Telephone No.: \_\_\_\_\_

**EXHIBIT "A"**  
**PLANS FOR HUTCHINSON ROAD DRAINAGE & ROADWAY IMPROVEMENTS**  
**CONTAINED IN SEPARATE ATTACHMENT ONLINE**

# INVITATION TO BID

## Hutchinson Road & Drainage Improvements

**ITB No. 2017-18**



**The Town of Miami Lakes Council:**

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

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

<b>Date Advertised</b>	December 13, 2016
<b>Non-Mandatory Pre-Bid Conference</b>	N/A
<b>Bids Due</b>	11:00 AM, January 6, 2017

# Hutchinson Road & Drainage Improvements

ITB 2017-18

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## SECTION A. NOTICE TO BIDDERS

**ITB Name:** Hutchinson Road & Drainage Improvements  
**ITB No.:** 2017-18  
**Bids Due:** 11:00AM EST, Friday, January 6, 2017

The Town of Miami Lakes (the "Town") will be accepting sealed Bids for the Town's Hutchinson Improvements Project ("Project"). Bidders are to submit one (1) original and two (2) copies of their Bid, with original signatures together with a copy of the Bid on a CD-ROM or Flash Drive. **Sealed Bids, including the CD-ROM or Flash Drive must be received by the Town of Miami Lakes, Town Clerk at 6601 Main Street, Miami Lakes, Florida no later than 11:00 A.M. on January 6, 2017.**

### Scope of Work:

The Work consists of furnishing all labor, materials, machinery, tools, means of transportation, supplies, equipment, and services necessary for the milling and repaving of Hutchinson Road between Simmons Street and Turnbull Drive, and several drainage improvements to the same section of road in accordance with the plans contained in Exhibit A.

Hutchinson Road, between Simmons Street and Turnbull Drive, about 12,957.59 square feet of paved road, requires several road and drainage improvements. This section of road must be milled and repaved. Several swales in front of residences on Hutchinson Road will be improved, along with one section of drainage pipe. The percolation in ten swales will be improved with the appropriate percolation material. One section of drain pipe, approximately 17 feet, is blocked by heavy tree roots and will need to be replaced. During the mill and repaving effort, this pipe will be replaced with one French drain of 40LF and 24in. diameter.

Nearby, at the opposite side of Hutchinson Road, at the intersection of Turnbull Drive and Simmons Street, there is a low point that creates continuous water ponding. An existing swale will be reconditioned at this location while a small five (5) foot wide band of pavement in front of the swale will be milled and repaved in front of the swale to ensure water ponded will flow toward the swale.

Location: Hutchinson Road between Simmons Street and Turnbull Drive

### Minimum Qualification Requirements:

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

1. Hold a current certified license as a General Contractor from the State of Florida OR hold 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; and
2. Have completed a minimum of three (3) projects of similar size, scope and complexity in the last five (5) years.

The Town will consider a Bid as responsive where a Bidder has less than the stipulated minimum number of years of experience solely where the Bidder has undergone a name change and such change of name has been filed with the State of Florida.

Bid Documents are available on the Town's website at [www.miamilakes-fl.gov](http://www.miamilakes-fl.gov) under "Contractual Opportunities" and on [www.DemandStar.com](http://www.DemandStar.com). Any inquiries regarding the Project may be directed to the Town at [procurement@miamilakes-fl.gov](mailto:procurement@miamilakes-fl.gov). Telephone calls or verbal conversations are **not** permitted

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

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

## SECTION B. INSTRUCTIONS TO BIDDERS

### B1. DEFINITION OF TERMS

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



18. **Final Completion** means the date the Contractor has completed all the Work and submitted all documentation required by the Contract Documents.
19. **Inspector** means an authorized representative of the Town assigned to make necessary inspections of materials furnished by Design-Build Firm and of the Work performed by the Contractor. The Town, at its sole discretion may hire a professional consultant to perform the inspections.
20. **Materials** mean goods or equipment incorporated into the Work, or used or consumed in the performance of the Work.
21. **Project** means a task or series of tasks that the Contractor must complete in accordance with the Contract Documents.
22. **Project Manager** means the individual assigned by the Town Manager or designee to manage a Project.
23. **Request for Information (RFI)** means a request from the Contractor seeking an interpretation or clarification relative to the Contract Documents. The RFI, which must be clearly marked RFI, must clearly and concisely set forth the issue(s) or item(s) requiring clarification or interpretation and why the response is required. The RFI must set forth the Contractor's interpretation or understanding of the document(s) in question, along with the reason for such understanding.
24. **Responsive Bidder** means the Bidder whose Bid conforms in all material respects to the terms and conditions included in the ITB.
25. **Responsible Bidder** means a Bidder who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
26. **Subcontractor** means a person, firm or corporation having a direct contract with Contractor, including one who furnishes material, equipment or services necessary to perform the Work.
27. **Submittal** means the documents prepared and submitted by the Bidder in response to this ITB.
28. **Substantial Completion** means that point at which the Project is at a level of completion in substantial compliance with the Contract Documents, and is fit for use in its intended purpose. Substantial Compliance will not be deemed to have occurred until any and all governmental entities, with regulatory authority or which have jurisdiction over the Work, have conducted all final inspections, and approved the Work. Beneficial use or occupancy will not be the sole factor in determining whether Substantial Completion has been achieved, unless a temporary certificate of completion has been issued.
29. **Town** means the Town Council of the Town of Miami Lakes or the Town Manager, as applicable.
30. **Town Manager** means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.
31. **Unbalanced Bid** means pricing that is not consistent with pricing in the industry or with market conditions and a comparison to the pricing submitted by other Bidders.
32. **Work** as used herein refers to all reasonably necessary and inferable labor, material, equipment, and services, whether or not specifically stated, to be provided by the Contractor to fulfill its obligations under the Contract Documents.

## **B2. BID PROCESS**

### **B2.01. GENERAL REQUIREMENTS**

The ITB, Bid Form and any addendum that may be issued constitute the complete set of requirements for this ITB. The Bid Form page(s), and all forms contained in the ITB must be completed, signed, and submitted in accordance with the requirements of Section 1. All Bids must be typewritten or filled in with pen and ink, and must be signed in blue ink by an officer or employee having authority to bind the

company or firm. Errors, corrections, or changes on any document must be initialed by the signatory of the Bid. Bidder will not be allowed to modify its Bid after the opening time and date.

**B2.02. PREPARATION OF BID**

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

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

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

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

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

**B2.03. BID PREPARATION COSTS AND RELATED COSTS**

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

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

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

**B2.04. PRE-BID CONFERENCE**

No pre-bid conference is scheduled for this solicitation.

**B2.05. QUALIFICATION OF BIDDERS**

Bidder, by virtue of submitting its Bid, certifies that it is qualified and capable of performing the Work required under the Contract. To qualify for award, Bidder must meet the minimum qualification requirements stated in Section 1. Bidders must submit a completed Questionnaire Form utilizing the form included in the ITB. Failure to complete and submit this form or to meet the minimum qualifications will result in the Bid being deemed non-responsive. The Town may at its sole discretion allow a Bidder to amend an incomplete Questionnaire during the evaluation process provided that the Bidder has included the Questionnaire in its Bid.

**B2.06. EXAMINATION OF CONTRACT DOCUMENTS**

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

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



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

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

**B2.07. INTERPRETATIONS AND CLARIFICATIONS**

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

**B2.08. POSTPONEMENT OF BID OPENING DATE**

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

**B2.09. ACCEPTANCE OR REJECTION OF BIDS**

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

*a. Unbalanced Bids*

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

**B2.10. WITHDRAWAL OF BID**

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

**B2.11. OPENING OF BIDS**

Bids will be publicly opened at the appointed time and place stated in the ITB and the names of the Bidders will be announced. The Town at its sole option may read the Bid prices. Late Bids will not be

opened. Town staff is not responsible for the premature opening of a Bid if the Bid is not properly sealed, addressed and labeled. Bidders or their authorized agents are invited to be present at the Bid opening. Any additional information on the Bid Submittals will be made available in accordance with Florida Statute 119.071, Paragraph (b) of subsection (1), item 2, as amended. Review of the Bid Submittals by Town staff will determine the lowest responsive and responsible Bidder(s).

**B2.12. LOCAL PREFERENCE**

This ITB is subject to local preference under Town Ordinance 12-142, Section 13.

**B2.13. TIE BIDS**

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

**B2.14. AWARD OF CONTRACT(S)**

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

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

**B2.15. BID PROTEST PROCESS**

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

**B2.16. EXECUTION OF CONTRACT**

The Successful Bidder must, within fourteen (14) calendar days after receiving a Notice of Award, sign and deliver to the Town the Contract attached hereto together with the acceptable bonds as required in this ITB.

**B3. REQUIRED FORMS & AFFIDAVITS**

**B3.01. COLLUSION**

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



**B3.02. RELATIONSHIPS WITH THE TOWN AFFIDAVIT**

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

**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 found in Section H, Required Attachments, 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.

## SECTION C. GENERAL TERMS AND CONDITIONS

### C1. PRELIMINARY STEPS TO STARTING THE WORK

#### C1.01. CONTRACTOR'S PRE-START REPRESENTATION

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

#### C1.02. PRE-CONSTRUCTION CONFERENCE

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

#### C1.03. PROJECT SCHEDULE

Contractor must submit a proposed Project schedule as follows:

1. Schedule identifying the schedule for each of the tasks required to complete the Project. The proposed Project schedule must be submitted within ten (10) calendar days of the Notice of Award and such submittal will be subject to the Project Manager's review. Subsequent to such review of said schedule the Contractor will establish said schedule as the baseline schedule.
2. All updates of schedules must be tracked against the baseline schedule and must be at a minimum submitted with each pay application. An updated schedule against the baseline must also be submitted upon execution of each change order that impacts the Contract Documents Time for completion. Failure to submit such schedules will result in the rejection of any submitted payment application.
3. All Project Schedules must be prepared in Microsoft Project 2007 or earlier unless otherwise approved by the Project Manager. At the time of submission of schedules, Contractor must submit a hard copy as well as an electronic version. Electronic versions must not be submitted in a .pdf format.

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

#### C1.04. SCHEDULE OF VALUES

The Contractor must submit two copies of a Schedule of Values, which must be submitted within fourteen (14) calendar days of the issuance of the Notice of Award. The Schedule of Values shall indicate a complete breakdown of labor and material of all categories of Work on the Project. Contractor's overhead and profit should be listed as separate line items. Each line item must be identified with the number and title of the major specification section or major components of the



items. The Project Manager may require further breakdown after review of the Contractor's submittal. The Town reserves the right to require such information from the Contractor as may be necessary to determine the accuracy of the Schedule of Values. **The combined total value for mobilization under the Schedule of Values shall not exceed 5% of the value of the Contract.**

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

**C1.05. CONSTRUCTION PHOTOGRAPHS**

Prior to commencement of the Work the Contractor must take digital photographs and color audio-video recording to document existing conditions and submit copies in an acceptable format to the Town prior to commencement of the Work. Contractor must submit with each application for payment photographs that accurately reflect the progress of all aspects of the Work. The number of photographs to be taken will be based on the magnitude of the Work being performed. Contractor must submit one copy of each photograph in print and digitally.

**C1.06. STAGING SITE**

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

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

**C1.07. COORDINATION WITH TOWN RESIDENTS**

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

**C2. GENERAL REQUIREMENTS**

**C2.01. GENERAL REQUIREMENTS**

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

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

The Contractor agrees to adjust staffing levels or to replace any staff personnel if so requested by the Town Manager or designee, should the Town Manager or designee make a determination that said staffing is unacceptable or that any individual is not performing in a manner consistent with the requirements for such a position.

The Contractor represents that its staff personnel have the proper skills, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses necessary to perform the Work, in a competent and professional manner.

The Contractor must at all times cooperate with the Town, or the Consultant (if any) and coordinate its respective Work efforts to most effectively and efficiently progress the performance of the Work.

The Town, the Consultant (if any) and other agencies authorized by the Town, must have full access to the Project site at all times.

The apparent silence of the Contract Documents as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished, will be regarded as meaning that only best practices are to prevail and only materials and workmanship of the best quality are to be used in the performance of the Work.

#### C2.02. RULES AND REGULATIONS

The Contractor must comply with all laws and regulations applicable to provision of services specified in the Contract Documents. The Contractor must be familiar with all federal, state and local laws, rules, regulations, codes, and ordinances that affect the Work.

Where portions of the Work traverse or cross federal, state, county or local highways, roads, streets, or waterways, and the agency in control of such property has established standard specifications, rules or regulations governing items of Work that differ from these specifications, the most stringent specifications, rules and regulations will apply.

#### C2.03. HOURS FOR PERFORMING WORK

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

#### C2.04. SUBCONTRACTORS

Contractor is solely responsible for all acts and omissions of its Subcontractors. Nothing in the Contract Documents creates any contractual relationship between any Subcontractor and the Town. Contractor is responsible for the timely payment of its Subcontractors and suppliers as required by Florida Statute Chapter 218.735. Failure to comply with these payment requirements will place the Contractor in default of the Contract.

Contractor must not employ any subcontractor against whom Town may have a reasonable objection.

Contractor must utilize the Subcontractors identified in its Bid submission. The replacement, addition, or deletion of any Subcontractor(s) will be subject to the prior written approval of the Project Manager.

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

#### C2.05. CONSULTANT SERVICES

The Town, at its sole discretion may hire a Consultant who may serve as the Town's representative for the Project. Where a Consultant has been identified, the Consultant and the Project Manager will both have authority to act on behalf of the Town to the extent provided in the Contract Documents and as outlined in Article 3.32, Authority of the Project Manager, of the General Terms and Conditions, where such authority has been delegated in writing by the Town Manager.



C2.06. AUTHORITY OF THE PROJECT MANAGER

The Town Manager hereby authorizes the Project Manager to determine, all questions of any nature whatsoever arising out of, under or in connection with, or in any way relating to or on account of the Work, and questions as to the interpretation of the Work to be performed under the Contract Documents. The Project Manager may delegate some of the authority contained in this Article to the Consultant.

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

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

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

All interpretations and recommendations of the Project Manager and Consultant will be consistent with the intent of the Contract Documents.

Interpretation of the Contract terms and conditions will be issued by the Town's Procurement Manager.

The Project Manager and Consultant will have authority to reject Work that does not conform to the Contract Documents. Whenever, in their opinion, it is considered necessary or advisable to ensure the proper completion of the Work the Project Manager or Consultant have authority to require special inspections or testing of the Work, whether or not such Work is fabricated, installed or completed.

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

The Project Manager is not responsible for the acts or omissions of the Contractor, any Subcontractor, or any of their agents or employees, or any other persons performing any of the Work.

C2.07. HURRICANE PREPAREDNESS

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

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

Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Town has directed such suspension, will entitle the Contractor to additional Contract time as non-compensable, Excusable Delay, and will not give rise to a claim for compensable delay.

C2.08. INDEPENDENT CONTRACTOR

The Contractor is engaged as an independent business and agrees to perform Work as an independent contractor. In accordance with the status of an independent contractor, the Contractor covenants and agrees that the Contractor will conduct business in a manner consistent with that status, that the Contractor will not claim to be an officer or employee of the Town for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: worker's compensation coverage; unemployment insurance benefits; social security coverage; retirement membership, or credit.

C2.09. THIRD PARTY BENEFICIARIES

Neither Contractor nor Town intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party will be entitled to assert a claim against either of them based upon this Contract.

C2.10. ASSIGNMENT OR SALE OF CONTRACT

The performance of this Contract will not be transferred pledged, sold, delegated or assigned, in whole or in part, by the Contractor without the prior written consent of the Town. It is understood that a sale of the majority of the stock or partnership shares of the Contractor, a merger or bulk sale, an assignment for the benefit of creditors will each be deemed transactions that would constitute an assignment or sale hereunder. The Town may request any information it deems necessary to review any request for assignment or sale of the Contract.

The Contractor must notify the Project Manager prior to any Assignment of the Contract, which must be approved by the Town for the transfer of the Contract. The Town may, at its sole discretion, elect not to approve the transfer of the Contract, which will result in the Contract being terminated in accordance with the Termination for Convenience provision of the Contract. Any transfer without Town approval will be cause for the Town to terminate this Contract for default and the Contractor will have no recourse from such termination.

Nothing herein will either restrict the right of the Contractor to assign monies due to, or to become due or be construed to hinder, prevent or affect any assignment by the Contractor for the benefit of its creditors, made pursuant to applicable law.

C2.11. TIME OF COMPLETION

Time is of the essence with regard to completion of the Work to be performed under the Contract. Delays and extensions of time may be allowed only in accordance with the provisions of the Contract. The time allowed for completion of the work will be stated in the Bid.

C2.12. APPLICABLE LAW AND VENUE OF LITIGATION

This Contract will be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions the sole venue will be Miami-Dade County, Florida.

C2.13. NON-EXCLUSIVE CONTRACT

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

C2.14. SEVERABILITY

In the event any provision of the Contract Documents is determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision will be excised from this Contract, and the remainder of the Contract Documents will continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially



and adversely affect the rights of either party, such party may elect, at its option, to terminate the Contract in its entirety. An election to terminate the Contract based upon this provision must be made within seven (7) calendar days after the finding by the Court becomes final.

C2.15. CONTRACT DOCUMENTS CONTAINS ALL TERMS

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

C2.16. ENTIRE AGREEMENT

The Contract Documents, as they may be amended from time to time, represent the entire and integrated Contract between the Town and the Contractor and supersede all prior negotiations, representations or agreements, written or oral. This Contract may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed with the same formality and equal dignity herewith. Waiver by either party of a breach of any provision of the Contract Documents will not be deemed to be a waiver of any other breach of any provision of the Contract Documents.

C2.17. INTENTION OF THE TOWN

It is the intent of the Town to describe in the ITB the Work to be completed in accordance with all codes and regulations governing all the Work to be performed under this Contract. Any work, labor, materials and/or equipment that may reasonably be inferred from the Contract as being required to produce the intended results must be supplied by Contractor whether or not specifically called for in the Contract Documents. Where words, which have well-known technical or trade meanings are used to describe Work, materials or equipment, such words will be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, will mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids and Contractor must comply therewith. Town will have no duties other than those duties and obligations expressly set forth within the Contract Documents.

C2.18. NOTICES

Whenever either party desires to give written notice to the other relating to the Contract, such must be addressed to the party for whom it is intended at the place specified below; and the place for giving the notice will remain until it has been changed by written notice in compliance with the provisions of this Article. Notice will be deemed given on the date received or within 3 days of mailing, if mailed through the United States Postal Service. Notice will be deemed given on the date sent via e-mail or facsimile. Notice will be deemed given via courier/delivery service upon the initial delivery date by the courier/delivery service. For the present, the parties designate the following as the respective places for giving of notice:

For Town:

Mr. Alex Rey  
Town Manager  
Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014  
reya@miamilakes-fl.gov

Mr. Raul Gestesi  
Town Attorney  
Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014

For Contractor:

Space intentionally left blank

During the Work the Contractor must maintain continuing communications with designated Town representative(s). The Contractor must keep the Town fully informed as to the progress of the Work under the Contract.

**C2.19. PRIORITY OF PROVISIONS**

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

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

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

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

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

**C2.20. ROYALTIES AND PATENTS**

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

**C2.21. OWNERSHIP OF THE WORK**

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



### **C3. INDEMNITY & INSURANCE**

#### **C3.01. INDEMNIFICATION**

The Contractor must indemnify and hold harmless the Town, its officers, agents and employees from and against all liability, claims, damages, losses and expenses, including reasonable attorney's fees and costs at both trial and appellate levels arising out of or resulting from the performance of the Work under this Contract, caused by negligence, recklessness, intentional misconduct, or any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable. The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Contractor will in no way limit the responsibility to indemnify, keep and save harmless and defend the Town or its officers, employees, agents and instrumentalities as herein provided.

The Contractor agrees and recognizes that the Town will not be held liable or responsible for any claims which may result from any actions or omissions of the Contractor in which the Town participated either through review or concurrence of the Contractor's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the Contractor, the Town in no way assumes or shares any responsibility or liability of the Contractor or Subcontractor, under this Contract. The Contractor will defend the Town or provide for such defense at its own expense, at the Town's option.

This indemnification obligation will survive the expiration or termination of this Contract.

The Town has provided specific consideration for the indemnification of \$10.00 from the sums due to the Contractor under this Contract.

#### **C3.02. CONTRACTOR'S RESPONSIBILITY FOR DAMAGES TO THE WORK**

Contractor accepts full responsibility for Work against all losses or damages of whatever nature sustained until acceptance by Town Manager or designee, and must promptly repair or replace, at no additional cost to the Town any Work, materials, equipment, or supplies damaged, lost, stolen, or destroyed from any cause whatsoever.

Contractor is full responsible for Work against all losses or damages of whatever nature sustained until acceptance by Town, and must promptly repair or replace, at no additional cost to the Town any Work, materials, equipment, or supplies damaged, lost, stolen, or destroyed from any cause whatsoever.

#### **C3.03. DEFENSE OF CLAIMS**

Should any claim be made or any legal action brought in any way relating to the Work under the Contract, the Contractor will diligently render to the Town any and all assistance which the Town may require of the Contractor.

#### **C3.04. INSURANCE**

Without limiting any of the other obligations or liabilities of Contractor, the Contractor must secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance must be qualified to do business in the State of Florida, be rated "B" as to management and "Class V" as to strength or better as rated by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. The insurance carrier must have agents upon whom service of process may be made in the State of Florida. The insurance coverage will be primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained by the Town will be in excess of the Contractor's insurance and will not contribute to the Contractor's insurance. The insurance coverages must include a minimum of:

a. *Worker's Compensation and Employer's Liability Insurance:*

Coverage to apply for all employees for statutory limits as required by the State of Florida's Statutory Workers' Compensation Law and all applicable Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$500,000 each accident and a waiver of subrogation.

b. *Employer's Liability:*

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

c. *Comprehensive Business Automobile and Vehicle Liability Insurance:*

This insurance must be written in comprehensive form and must protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and must cover operation with respect to onsite and offsite operations and insurance coverage must extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability must not be less than \$500,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

d. *Commercial General Liability ("CGL").*

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

1. Products and/or Completed Operations for contracts with an Aggregate Limit of **One Million Dollars (\$1,000,000)** per project. Contractor must maintain in force until at least three years after completion of all Work required under the Contract, coverage for Products and Completed Operations, including Broad Form Property Damage.
2. Personal and Advertising Injury with an aggregate limit of **One Million Dollars (\$1,000,000)**.
3. CGL Required Endorsements
  - a. Employees included as insured
  - b. Contingent Liability/Independent Contractors Coverage
  - c. Contractual Liability
  - d. Waiver of Subrogation
  - e. Premises and/or Operations



- f. Explosion, Collapse and Underground Hazards (if not specifically covered under the policy)
- g. Loading and Unloading
- h. Mobile Equipment (Contractor's Equipment) whether owned, leased, borrowed or rented by Contractor or employees of the Contractor.

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

*e. Certificate of Insurance*

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

*f. Additional Insured*

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

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

## **C4. SITE ISSUES**

### **C4.01. SITE INVESTIGATION AND REPRESENTATION**

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

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

responsibility is assumed by the Town for their accuracy or completeness. No request for additional compensation or Contract time resulting from encountering utilities not shown will be considered.

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

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

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

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

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

#### C4.02. METHOD OF PERFORMING THE WORK

The apparent silence of the Contract Documents as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished, will be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of the Contract Documents will be made upon that basis.

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

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

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

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



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

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

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

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

#### C4.03. DIFFERING SITE CONDITIONS

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

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

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

The Contractor must continuously maintain adequate protection of all its Work from all losses or damage and must protect public and private property, and utilities from injury or loss arising in



connection with the Work, and take all necessary precautions to prevent accidents, injuries, or damage to persons or property on or near the Work.

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

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

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

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

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

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

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

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

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

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

C4.06. ACCESS TO WATER AND UTILITIES

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

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



C4.07. COORDINATION OF THE WORK

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

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

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

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

C4.08. ACCESS TO THE PROJECT SITE(S)

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

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

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

Contractor must, at all times, keep the Work site(s) free from accumulation of excess materials, waste materials or rubbish caused by its operations. At the completion of Work at a work site(s), Contractor must remove all its excess materials, waste materials and rubbish from and about the Project(s) as well as any tools, equipment, machinery and surplus materials or supplies. If Contractor fails to clean up during the performance of the Work or at the completion of the Work, Town may do so and the cost incurred will be charged to the Contractor. Any combustible waste materials must be removed from the work site(s) at the end of each day. Any paved areas including curbs and sidewalks which have been strewn with soil, sod waste, fertilizer or other waste must be thoroughly swept. The Town is not required to supply areas or facilities for storage or removal of waste on-site.

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

C4.10. SANITARY PROVISIONS

The Contractor must provide on-site all necessary toilet conveniences, secluded from public observation, for use of all personnel on the Work, whether or not in its employ. Contractor must be

kept in a clean and sanitary condition and must comply with the requirements and regulations of the public authorities having jurisdiction. Contractor must commit no public nuisance. Sanitary facilities must be removed by the Contractor at its own expense upon completion of the Work, and the premises must be left clean.

**C4.11. MAINTENANCE OF TRAFFIC**

Any Work performed in the public right-of-way will require the prior approval of the appropriate public agencies. These public agencies include, but are not limited to, the Town, Miami-Dade County Public Works Department, and FDOT. Contractor will not be entitled to any additional compensation for Work performed in the public right-of-way, except for the cost of any required use of police officers, which reimbursement is addressed in the Contract.

Prior to commencing any Work the Contractor must install warning signs and any other warning and safety devices advising motorists and pedestrians of Work being performed. All signs must be temporary and must be removed at the end of the day or at the end of the completion of the Work, whichever is shorter.

The following guidelines must be followed during each maintenance operation:

**1. When no lanes are blocked:**

- a. All Contractor vehicles must have beacons and flashes on.
- b. **"MEN WORKING"** signs must be set up before starting operations.
  - On two lane roads: one (1) sign must be posted at each end of site, for each direction of travel (total of two (2) signs).
  - On four lane roads two (2) signs at each end of site (one on median and one on shoulder) for each direction of travel (total of four (4) signs).
  - Orange safety cones must be set at edges of travel lanes in the immediate area of work.
- c. Vehicles will be parked next to median at the transition area of left turn lanes. Orange traffic cones must be placed from the start of transition of the left turn lane to the front of vehicle at fifteen feet (15') intervals.

**2. When a lane is to be blocked:**

- a. No traffic lane may be blocked for any period between the hours of 7:00 to 10:00 AM and 3:30 to 7:00 PM.
- b. No traffic lanes may be blocked for a period longer than fifteen (15) minutes, unless a Maintenance of Traffic (M.O.T.) Plan has been approved at least twenty-four (24) hours in advance.
- c. A traffic lane may be blocked for up to fifteen (15) minutes, if absolutely necessary. However, the following M.O.T. must be followed:
  - Flagmen must be posted at the edge of the travel lane at least five hundred (500) feet prior to start of transition.
  - There must be a minimum of two hundred (200) feet transition with traffic cones, prior to lane closure. It is recommended that vehicle-blocking lane have a flashing arrow board.

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



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

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

**C5. SAFETY ISSUES**

C5.01. SAFETY PRECAUTIONS

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

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

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

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

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

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

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

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

C5.02. TRENCH SAFETY ACT

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

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

**C5.03. MATERIAL SAFETY DATA SHEETS**

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

1. The chemical name and the common name of the substance.
2. The hazards or other risks in the use of the substance, including:
  - a. The potential for fire, explosion, corrosion, and reaction;
  - b. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the substance; and
  - c. The primary routes of entry and symptoms of overexposure.
3. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the substances, including appropriate emergency treatment in case of overexposure.
4. The emergency procedure for spills, fire, disposal, and first aid.
5. A description in lay terms of the known specific potential health risks posed by the substance intended to alert any person reading this information.

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

**C6. PLANS, DOCUMENTS & RECORDS**

**C6.01. CONTRACTOR TO CHECK PLANS, SPECIFICATIONS AND DATA**

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

**C6.02. SHOP DRAWINGS AND SUBMITTALS**

Contractor may be required, based on the Scope of Work of a Project, to submit shop drawings, sketches, samples or product data.

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

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

Where professional calculations or certification of performance criteria of materials, systems, and or equipment are required, the Project Manager or Consultant are entitled to rely upon the accuracy and



completeness of such calculations and certifications submitted by the Contractor. Calculations, when required, must be submitted in a neat clear and easy format to follow.

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

C6.03. TOWN FURNISHED DRAWINGS, SUPPLEMENTAL DRAWINGS AND INSTRUCTIONS

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

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

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

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

C6.04. REQUEST FOR INFORMATION

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

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

C6.05. RECORD SET

Contractor must maintain in a safe place one record copy and one permit set of the Contract Documents, including, but not limited to, all Drawings, Specifications, amendments, Change Orders, RFIs, and Field Directives, as well as all written interpretations and clarifications issued by the Project Manager, in good order and annotated to show all changes made during performance of the Work. The record documents must be continuously updated by Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Construction Change Directives, and Field Directives as well as



all written interpretations and clarifications, and all concealed and buried installations of piping, conduit and utility services. Contractor must certify the accuracy of the updated record documents. The record documents must be clean and all changes, corrections and dimensions must be given in a neat and legible manner in red. Upon Final Completion of the Work and as a condition precedent to Contractor's entitlement to final payment, the Record Set must be delivered to the Project Manager by the Contractor. The Record Set of Drawing must be submitted in both hard copy and as electronic plot files.

**C6.06. ACCESS, REVIEW AND RELEASE OF RECORDS**

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

*a. Public Records*

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

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

*b. Retention and Transfer of Public Records*

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

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

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

**C7. CONTRACTOR RESPONSIBILITIES**

**C7.01. LABOR AND MATERIALS**

Unless otherwise provided herein, Contractor must provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities and services necessary for the

proper execution and completion of the Work. All materials must be new unless otherwise specified in the Contract Documents.

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

*a. Minimal Disturbance*

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

**C7.02. VEHICLES AND EQUIPMENT**

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

**C7.03. SUPERVISION OF THE WORK**

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

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

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

**C7.04. TOWN LICENSES, PERMITS AND FEES**

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

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



performance of the Work. Any fees related to Town required permits in connection with this Contract will be the responsibility of the Contractor and will be reimbursed by the Town.

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

**C7.05. TAXES**

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

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

**C7.06. REMOVAL OF UNSATISFACTORY PERSONNEL**

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

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

**C7.07. COMPLIANCE WITH APPLICABLE LAWS**

The Contractor must comply with the most recent editions and requirements of all applicable laws, rule, regulations, codes, and ordinances of the Federal government, the State of Florida, Miami-Dade County, and the Town.

**C7.08. NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, & ADA**

Contractor will not unlawfully discriminate against any person, will provide equal opportunities for employment, and comply with all applicable provisions of the Americans with Disabilities Act in its performance of the Work under the Contract. Contractor will comply with all applicable federal, State of Florida, Miami-Dade County, and Town rules regulations, laws, and ordinance as applicable.

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

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

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

Conditional Release of Liens are not accepted by the Town.

**C7.10. PURCHASE AND DELIVERY, STORAGE AND INSTALLATION**

All materials must be F.O.B. delivered and included in the cost of the Work. The Contractor is solely responsible for the purchase, delivery, off-loading and installation of all equipment and material(s). Contractor must make all arrangement for delivery. Contractor is liable for replacing and damaged equipment or material(s) and filing any and all claims with suppliers. All transportation must comply with all federal, FDOT, Miami-Dade County, and Town rules and regulations.

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

**C8. PAYMENT PROCESS**

**C8.01. COMPENSATION**

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

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

The Invoice Form is available on the Town's website at [http://www.miamilakes-fl.gov/index.php?option=com\\_content&view=article&id=149&Itemid=358](http://www.miamilakes-fl.gov/index.php?option=com_content&view=article&id=149&Itemid=358).

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

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

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

**C8.02. ESTIMATED QUANTITIES**

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

**C8.03. LINE ITEM PRICING**

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

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



C8.04. LINE ITEM QUANTITIES

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

C8.05. ADDITIONAL LINE ITEM PRICING

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

C8.06. REIMBURSIBLE EXPENSES

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

1. Town Issued Permits
2. Police Officer costs when not provided by the Town
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 included in the unit price per item. To be reimbursed the Contractor must submit a copy of documentation substantiating both the cost as well as proof of payment.

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

C8.07. PROGRESS PAYMENTS

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

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

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

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

1. Defective Work not remedied.
2. Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or Town because of Contractor's performance.
3. Failure of Contractor to make payments properly to Subcontractors or for material or labor.
4. Damage to another contractor not remedied.



5. Liquidated damages and costs incurred by Town and/or Consultant for extended construction administration.
6. Failure of Contractor to provide any and all documents required by the Contract Documents.

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

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

**C8.08. RETAINAGE & RELEASE**

Subsequent to the Project Manager determining that fifty (50%) percent of the Work has been completed the Contractor may submit a separate invoice requesting the release of 10% of the retainage withheld and submit a written request that future retainage be reduced to 5%. The Town at its sole discretion may determine that the request for release or reduction of the retainage should not occur.

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

**C9. CONTRACTOR MODIFICATIONS & DISPUTE PROCESS**

**C9.01. FIELD DIRECTIVE**

The Project Manager may at times issue Field Directives to the Contractor based on visits to the Project Site. Such Field Directive(s) will be issued in writing and the Contractor is required to comply with the directive. Where the Contractor believes that the directive is outside the scope of the Work, the Contractor must, within 48 hours, notify the Project Manager that the work covered by the Field Directive is outside the scope of the Work. At that time the Field Directive may be rescinded by the Project Manager or the Contractor may be required to submit a request for a change to the Contract. Where the Contractor is notified of the Town's position that the Work is within the scope and the Contractor disagrees, the Contractor may notify the Project Manager that the Contractor reserves the right to make a claim for the time and monies based on the Field Directive, in accordance with the requirements of Article 3.40. At no time will the Contractor refuse to comply with the Field Directive. Failure to comply with the Field Directive may result in a determination that the Contractor is in default of the Contract.

**C9.02. CHANGE ORDERS**

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



The Contractor is required to provide the Project Manager with a detailed Change Proposal Request ("CPR") or Request for Change Order ("RCO"), utilizing the Town's standard form, which must include requested revisions to the Contract, including but not limited to adjustments in this Contract Price and Contract Time. The Contractor is required to provide sufficient data in support of the cost proposal demonstrating its reasonableness. In furtherance of this obligation, the Town may require that the Contractor submit any or all of the following: a cost breakdown of material costs, labor costs, labor rates by trade, and Work classification and overhead rates in support of Contractor's CPR/RCO. The Contractor's CPR/RCO must include any schedule revisions and an explanation of the cost and schedule impact of the proposed change on the Project. If the Contractor fails to notify the Project Manager of any schedule changes associated with the proposed change, it will be deemed to be an acknowledgment by Contractor that the proposed work will not have any scheduling consequences.

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

In the event a satisfactory adjustment cannot be reached and a Change Order has not been issued or time is of the essence, the Town reserves the right, at its sole option to direct the Contractor to proceed on a time and materials basis or make such arrangements as may be deemed necessary to complete the proposed additional Work.

Where the Town directs the Contractor to proceed on a time and materials basis, Contractor must maintain detailed records of all labor and material costs for review by the Town.

For all Change Orders the Contractor will be entitled to a combined profit and overhead rate for Change Orders that will not be in excess of ten (10%) percent inclusive of all direct/indirect costs including labor, material, and equipment costs, unless the Procurement Manager determines that the complexity and risk of the Change Order work is such that an additional factor is appropriate.

The final amount to be paid to the Contractor for Change Order Work is subject to negotiation between the Town and the Contractor.

Failure by the Contractor to proceed with Change Order Work when so directed by the Town Manager or designee may result in the Contractor being found in default of the Contract.

Contractor must utilize the Town's standard requests for change orders and change order forms unless otherwise specifically approved by the Town's Procurement Manager. The Town's Forms are available at the website address identified in Article C8.

#### **C9.03. FORCE MAJEURE**

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

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

#### **C9.04. EXTENSION OF TIME**

Any reference in this Article to the Contractor will be deemed to include suppliers, and permitted Subcontractors, whether or not in privity of contract with the Contractor for the purpose of this Article.



If the Contractor is delayed at any time during the progress of the Work beyond the time frame or date provided for Final Completion by the neglect or failure of the Town or by a Force Majeure, then the Contract Time set forth in the Contract will be extended by the Town subject to the following conditions:

1. The cause of the delay arises after issuance of the NTP and could not have been anticipated by the Contractor by reasonable investigation before proceeding with the Work;
2. The Contractor demonstrates that the completion of the Work will be actually and necessarily delayed;
3. The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay.

A delay meeting all the conditions of the above, will be deemed an Excusable Delay.

The Town reserves the right to rescind or shorten any extension previously granted if subsequently, the Project Manager determines that any information provided by the Contractor in support of a request for an extension of time was erroneous; provided however, that such information or facts, if known, would have resulted in a denial of the request for an Excusable Delay. Notwithstanding the above, the Project Manager will not rescind or shorten any extension previously granted if the Contractor acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Contractor.

The request for an Excusable Delay must be made within five (5) calendar days after the time when the Contractor knows or should have known of any cause for a specific event, for which it may claim an extension of time and must provide any actual or potential basis for an extension of time, identifying such causes and describing, as fully as practicable at that time, the nature and expected duration of the delay and its effect on the completion of that part of the Work identified in the request. The Project Manager may require the Contractor to furnish such additional information or documentation, as the Project Manager will reasonably deem necessary or helpful in considering the requested extension.

The Contractor will not be entitled to an extension of time unless the Contractor affirmatively demonstrates that it is entitled to such extension.

The Project Manager will endeavor to review and respond to the Contractor's request for Excusable Delays in a reasonable period of time; however, the Contractor is obligated to continue to perform the Work required regardless of whether the Project Manager has issued a decision or whether the Contractor agrees or disagrees with that decision.

With regard to an injunction, strike or interference of public origin which may delay the Project, the Contractor must promptly give the Project Manager a copy of the injunction or other orders and copies of the papers upon which the same was granted. The Town must be afforded the right to intervene and become a party to any suit or proceeding in which any such injunction has been obtained and move to dissolve the same or otherwise, as the Town may deem proper.

Where the Contractor is delayed for any period of time by two or more of the causes mentioned in Article 3.43, Excusable Delay, Non-Compensable, the Contractor will not be entitled to a separate extension for each one of the causes, only one period of extension will be granted for the delay.

Any extension of time granted by the Town will be processed through the Change Order provisions of the Contract.

The permitting of the Contractor to proceed with the Work subsequent to the date specified in the Contract (as such date may have been extended by a change order), the making of any payment to the



Contractor, the issuance of any Change Order, will not waive the Town's rights under the Contract, including but not limited to the assessment of liquidated damages or declaring Contractor in default.

C9.05. EXCUSABLE DELAY, NON-COMPENSABLE

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

Contractor is entitled to a time extension of the Contract time for each day the Work is delayed due to Excusable Delay. Contractor must document its claim for any time extension as provided in Article C9.04.

Failure of Contractor to comply with Articles C9.04, as to any particular event of delay will be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of delay.

C9.06. CLAIMS

Contractor will only be entitled to submit a claim after submitting its request for additional compensation or time in accordance with Articles C9.03 and C9.04 of the Contract and the request(s) have been denied or the Contractor does not agree with the decision of the Town.

Any claim for a change in the Contract time for completion of any Work, the Contract Term, or Contract price must be made by written notice by Contractor to the Town representatives identified in Article 3.3 within the timeframe established in Article C9.04, effective with the commencement of the event giving rise to the claim stating the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation must be provided unless the Procurement Manager allows an additional period of time to ascertain more accurate data in support of the claim. The written notice must be accompanied by Contractor's written notarized statement that the adjustment(s) claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. All claims and disputes will be determined in accordance with the Contract. It is expressly and specifically agreed that any and all claims for changes to the Contract will be waived if not submitted in strict accordance with the requirements of this Article.

The Town may require the Contractor to submit its claim utilizing a specific format or forms to facilitate the Town's evaluation of the claim. The Town at its sole discretion may require that additional documentation or information be provided by the Contractor to assist in its review and evaluation of the claim.

The Contract time will be extended in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of Contractor if a claim is made as provided in this Article. Such delays include, but are not be limited to, acts or neglect by any separate contractor employed by Town, fires, floods, labor disputes beyond the control of the Contractor, epidemics, abnormal weather conditions (if applicable), or acts of God.

The Contractor will not be entitled to an increase in the Contract price or payment or compensation of any kind from the Town for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be it reasonable or unreasonable, foreseeable or unforeseeable, avoidable or unavoidable. Contractor will only be entitled to an extension of the Contract Time for completion of the Work, as the sole and exclusive remedy for such resulting excusable delay.



The Contractor agrees to make no claim for damages for delay of any kind in the performance of the Contract Documents whether occasioned by any act or omission of the Town or any of its representatives and the Contractor agrees that any such claim will be compensated solely by an extension of time to complete performance of the Work due to an Excusable Delay as defined in Articles C9.03, and Article C9.04. The Contractor alone specifically assumes the risk of such delays, including, without limitation: delays in processing or approving any submittals to the Town or by the Town, or the failure to render determinations, approvals, replies, inspections, in a timely manner. Contractor will not receive monetary compensation for Town delay(s).

Failure of Contractor to comply with this Article as to any particular event of claim will be deemed conclusively to constitute a waiver of any and all claims resulting from that particular event.

#### **C9.07. DISPUTES AND MEDIATION**

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

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

Should the initial efforts of mediation not end in a mutual resolution then the Contractor must notify in writing the Town Manager as identified in Article C13, Notices, of the claim or dispute. The Contractor must submit its dispute in writing, with all supporting documentation, to the Town's Procurement Manager. Upon receipt of said notification the Procurement Manager will review the issues relative to the claim or dispute and issue a written finding.

Should the Contractor and the Procurement Manager fail to resolve the claim or dispute the Contractor must submit their dispute in writing within five (5) calendar days of the written finding being issued by the Procurement Manager to the Town Manager. Failure to submit such appeal in the stated timeframe of the written finding will constitute acceptance of the finding by the Contractor. Upon receipt of said notification the Town Manager will review the issues relative to the claim or dispute and issue a written finding.

Appeal to the Town Manager for resolution is required prior to Contractor being entitled to seek judicial relief in connection therewith. Should the Contractor be entitled to compensation hereunder, the Town Manager's decision may be subject to approval by the Town Council. Contractor will not be entitled to seek judicial relief unless:

1. it has first received Town Manager's written decision, approved by the Town Council if applicable, or
2. a period of sixty (60) days has expired after submitting to the Town Manager a detailed statement of the dispute, accompanied by all supporting documentation, or a period of (90) days has expired in an instance where Town Manager's decision is subject to Town Council for approval; or
3. Town has waived compliance with the procedure set forth in this Article by written instrument(s) signed by the Town Manager.

In the event the determination of a dispute under this Article is unacceptable to either party hereto, the party objecting to the determination must notify the other party in writing within fourteen (14) calendar days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Contract price or Contract time adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) calendar days after completion of the Work or expiration of the Contract Term, the parties will participate in mediation to address all objections to any determinations hereunder and to attempt to prevent litigation. A certified Mediator, who the parties find mutually



acceptable, will conduct any mediation proceedings in Miami-Dade County, State of Florida. The costs of a certified Mediator will be shared on a 50/50 basis. Should the claim or dispute not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A party objecting to a determination specifically waives all of its rights provided hereunder, including its rights and remedies under State law, if said party fails to comply in strict accordance with the requirements of this Article.

C9.08. CONTINUING THE WORK

Contractor must continue to perform all Work under the Contract Documents during all disputes or disagreements with Town, including disputes or disagreements concerning a request for a Change Order and no Work must not be delayed or postponed pending resolution of any disputes or disagreements.

C9.09. FRAUD AND MISREPRESENTATION

The Town may terminate this Contract or any other contracts with the Town with any person, individual, corporation, entity, or affiliate that attempts to meet its contractual obligations with the Town through fraud, misrepresentation or material misstatement. Such person, individual, corporation, entity, or affiliate will be responsible for all direct or indirect costs associated with termination or cancellation.

C9.10. STOP WORK ORDER

The Town may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the Work for a period of up to ninety (90) days (or any lesser period), commencing no sooner than the date the order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order will be specifically identified as a "Stop Work Order" issued pursuant to this paragraph. Within the period of ninety (90) days (or the lesser period specified) after a Stop Work Order is delivered to the Contractor, or within any extension to which the parties have agreed the Town will either:

1. Cancel the Stop Work Order; or
2. Terminate the Work covered by such order as provided in Article C10.03, Termination for Convenience.

If a Stop Work Order issued under this Article is canceled or the period of the order or any extension thereof expires, the Contractor must resume the Work without compensation to the Contractor for such suspension other than extending the time to complete any Work under the Contract or extending the Contract Term to the extent that, in the opinion of the Project Manager, the Contractor may have been delayed by such suspension. In the event the Project Manager determines that the suspension of Work was necessary due to Contractor's defective or incorrect Work, unsafe Work conditions caused by the Contractor, or any other reason caused by Contractor's fault or omission, the Contractor will not be entitled to an extension of time or Contract Term or (Time) as a result of the issuance of a Stop Work Order.

Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Town has directed such suspension, will entitle the Contractor to additional Contract time as non-compensable, Excusable Delay, and will not give rise to a claim for compensable delay.

C9.11. MATERIALITY AND WAIVER OF BREACH

Town and Contractor agree that each requirement, duty, and obligation set forth in the Contract Documents is substantial and important to the formation of the Contract Documents and, therefore, is a material term hereof. The Town's failure to enforce any provision of the Contract Documents will not be deemed a waiver of such provision or modification of the Contract Documents. A waiver of any

breach of a provision of the Contract Documents will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of the terms of the Contract Documents.

**C9.12. TIME IN WHICH TO BRING ACTION AGAINST THE TOWN**

In the event the Contractor may be deemed to have a cause of action against the Town, no action will lie or be maintained by the Contractor against the Town upon any claim arising out of or based upon the Contract Documents by reason of any act or omission or requirement of the Town or its agents, unless such action is commenced within six (6) months after the date of issuance of a final payment under the Contract, or if the Contract is terminated under the provisions of the Contract, unless such action is commenced within six (6) months after the date of such termination by the Town.

**C9.13. CONTRACT EXTENSION**

The Town reserves the right to extend the Contract for up to ninety (90) calendar days beyond the original Contract period, inclusive of any Options to Renew exercised by the Town. In such event, the Town will notify the Contractor in writing of such extensions.

**C10. EARLY TERMINATION & DEFAULT**

**C10.01. SET-OFFS, WITHHOLDING, AND DEDUCTIONS**

The Town may set-off, deduct or withhold from any payment due the Contractor, such sums as may be specifically allowed in the Contract or by applicable law including, without limitation, the following:

1. Any amount of any claim by a third party;
2. Any Liquidated Damages, and/or;
3. Any unpaid legally enforceable debt owed by the Contractor to the Town.

The Town will notify the Contractor in writing of any such withholdings.

Any withholding, which is ultimately held to have been wrongful, will be paid to the Contractor in accordance with the Local Government Prompt Payment Act

**C10.02. CONTRACTOR DEFAULT**

*a. Event of Default*

An event of default means a breach of the Contract by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, includes but is not limited to, the following:

1. The Contractor has not performed the Work in a timely manner;
2. The Contractor has refused or failed to supply properly skilled staff or provided sufficient quantities of staff to perform the Work;
3. The Contractor has failed to make prompt payment to Subcontractors or suppliers for any services, materials, or supplies provided to Contractor;
4. The Contractor has become insolvent or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
5. The Contractor has failed to obtain the approval of the Town where required by the Contract Documents;
6. The Contractor has failed in the representation of any warranties stated herein;
7. When, in the opinion of the Town, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work.



b. *Notice of Default-Opportunity to Cure*

Where an Event of Default ("Default") occurs under the Contract, the Town may at its sole discretion notify the Contractor, specifying the basis for such Default, and advising the Contractor that such Default must be cured within a time frame specified by the Town; or, the Contract with the Town may be terminated. The Town is under no obligation to issue such notification. The Town may grant an extension to the cure period if the Town deems it appropriate and in the best interest of the Town, without waiver of any of the Town's rights hereunder. The Town, at its sole discretion, may have a default corrected by its own forces or another contractor and any such costs incurred will be deducted from any sums due the Contractor under any contract with the Town.

The Town Manager or designee may also suspend any payment or part thereof or order a Work stoppage until such time as the issue(s) concerning compliance are resolved.

c. *Termination for Default*

Where a Default is not cured within the time specified to cure the Default, the Town Manager in addition to all remedies available by law, may immediately, upon written notice to Contractor, terminate this Contract. Contractor understands and agrees that termination of this Contract under this Article will not release Contractor from any obligation accruing prior to the effective date of termination.

In the event of termination by the Town Manager or designee, the Town Manager or designee may immediately take possession of all applicable documentation and data, material, equipment, and supplies to which it is entitled to under the Contract or by law.

Where the Town erroneously terminates the Contract for default, the terminations will be converted to a Termination for Convenience, and the Contractor will have no further recourse of any nature for wrongful termination.

**C10.03. TERMINATION FOR CONVENIENCE**

In addition to cancellation or termination as otherwise provided for in the Contract, the Town may at any time, in its sole discretion, with or without cause, terminate the Contract by written notice to the Contractor. Such Written Notice will state the date upon which Contractor must cease all Work under the Contract, and if applicable vacate the Project(s) site(s).

Upon receipt of such notice, unless otherwise directed by the Town, the Contractor must Stop all Work on the date specified in the notice ("the Effective Date");

1. Take such action as may be necessary for the protection and preservation of the Town's materials and property;
2. Cancel all cancelable orders for materials and equipment;
3. Remove all materials, supplies or equipment that may be used by the Contractor on other work;
4. Assign to the Town and deliver to the Town, at a site(s) specified by the Town, any non-cancelable orders for materials and equipment that can not otherwise be used by the Contractor on other work;
5. Take no action that will increase the amounts payable by the Town under the Contract Documents; and take reasonable measures to mitigate the Town's liability under the Contract Documents; and
6. All documents, including electronic documents, related to Work authorized under the Contract, whether finished or not, must be turned over to the Town. Failure to timely deliver the documentation will be cause to withhold any payments due without recourse by Contractor until all documentation is delivered to the Town.

In the event that the Town exercises its right to terminate the Contract pursuant to the Contract Documents, the Town will pay the Contractor for the actual cost, or the fair and reasonable value, as substantiated by invoice documentation, of any non-cancelable material(s) and equipment that cannot be used elsewhere by the Contractor in the performance of its work.

In no event, will any payments under this Paragraph exceed the maximum cost set forth in the Contract and the amount due hereunder may be offset by payments made to the Contractor or any claims made against the Contractor. Contractor will not be entitled to lost profits, overhead or consequential damages as a result of a Termination for Convenience.

**C10.04. REMEDIES AVAILABLE TO THE TOWN**

The Town may avail itself of each and every remedy stated in the Contract Documents or existing at law or in equity. The exercise or the beginning of the exercise, of one remedy will not be deemed a waiver of the right to exercise, at the same time or thereafter, of any other remedy.

**C11. SUBSTITUTIONS**

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

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

**C12. INSPECTION OF THE WORK**

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

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

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

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



### **C13. UNCOVERING FINISHED WORK**

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

### **C14. DEFECTIVE OR NON-COMPLIANT WORK**

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

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

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

If, within 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.

### **C15. FUNDS AVAILABILITY**

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

**END OF SECTION**



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

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

The Work consists of furnishing all labor, materials, machinery, tools, means of transportation, supplies, equipment, and services necessary for the milling and repaving of Hutchinson Road between Simmons Street and Turnbull Drive, and several drainage improvements to the same section of road in accordance with the plans contained in Exhibit A.

Hutchinson Road, between Simmons Street and Turnbull Drive, about 12,957.59 square feet of paved road, requires several road and drainage improvements. This section of road must be milled and repaved. Several swales in front of residences on Hutchinson Road will be improved, along with one section of drainage pipe. The percolation in ten swales will be improved with the appropriate percolation material. One section of drain pipe, approximately 17 feet, is blocked by heavy tree roots and will need to be replaced. During the mill and repaving effort, this pipe will be replaced with one French drain of 40LF and 24in. diameter.

Nearby, at the opposite side of Hutchinson Road, at the intersection of Turnbull Drive and Simmons Street, there is a low point that creates continuous water ponding. An existing swale will be reconditioned at this location while a small five (5) foot wide band of pavement in front of the swale will be milled and repaved in front of the swale to ensure water ponded will flow toward the swale.

### **D2. CONTRACT TERM**

The Contract will become effective on the date it is executed by both parties and shall remain in effect until the expiration of the Warranty period(s). The Contractor shall obtain Substantial Completion of the Work within twenty eight (28) Days of the Notice to Proceed being issued by the Town. Contractor must obtain Final Completion within seven (7) Days after obtaining Substantial Completion.

### **D3. LIQUIDATED DAMAGES**

The Town may establish liquidated damages on the Notice to Proceed.

The Contractor is obligated and guarantees to obtain Substantial and Final Completions of the Project within the timeframes established in the Contract or any approved extension of time the Contractor may be granted by the Town. In the event of a delay in completion beyond the date established in the Contract Documents, the Contractor must pay to the Town for each and every calendar day of unexcused delay, the sum of five hundred (\$500.00) dollars, which is hereby agreed upon not as a penalty but as liquidated damages. The Contractor will be notified of any exceptions. The total amount of liquidated damages will not exceed the value of the Contract.

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

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

### **D4. 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 under the Contract. 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.

#### **D5. 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.

#### **D6. ACCEPTANCE AND FINAL PAYMENT**

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

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

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

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

#### **D7. TREE ROOT PRUNING**

Contractor must perform all root pruning work at the standards established in the current ANSI A300.

**END OF SECTION**

## SECTION E. BID FORM

Bid submittal of Metro Express, Inc.  
(Name of Bidder)  
9442 NW 109 St Wadley, FL 33178  
(Address)  
Submitted on: 01/06/17  
(Date)

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

### Hutchinson Road & Drainage Improvements

**Bid No: 2017-18**

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

This Bid Form is submitted as part of the Bidder's Bid submittal ("Submittal") in response to the ITB issued by the Town of Miami Lakes with respect to ITB Number 2017-18.

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

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

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

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

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



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

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

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

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

### BID PRICE

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

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

Total Bid Amount: \$ 82,935.00  
Firm's Name: Metro Express, Inc.  
Signature: [Signature]  
Printed Name/Title: Delio A. Trasobares / President  
Town/State/Zip: Medley, FL 33178  
Telephone No.: 305-885-1330  
Facsimile No.: 305-885-1327 E-Mail Address: delio@metroexpresscorp.com  
Social Security No. or Federal I.D.No.: 65-0711071

(if available)

END OF SECTION



## ADDENDUM ACKNOWLEDGEMENT FORM

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

Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____

  X   No Addendum issued for this ITB

Firm's Name: Metro Express, Inc

Signature: 

Printed Name/Title: Delio A. Trasobares President

**CERTIFICATE OF AUTHORITY  
(IF CORPORATION)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of Melco Express, Inc., a corporation organized and existing under the laws of the State of Florida, held on the 06 day of January, 2017, a resolution was duly passed and adopted authorizing (Name) Delio A. Trasobares as (Title) President of the corporation to execute bids on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, must be the official act and deed of the corporation. I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 06, day of January, 2017.

Secretary: [Signature]

Print: Delio A. Trasobares

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**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, must be the official act and deed of the partnership.

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

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

Partner: \_\_\_\_\_

Print: \_\_\_\_\_

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**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: \_\_\_\_\_

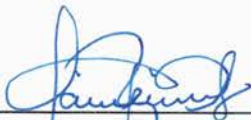
NOTARIZATION

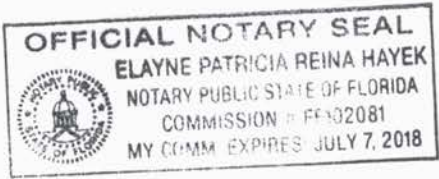
STATE OF Florida )

) SS:

COUNTY OF Miami Dade )

The foregoing instrument was acknowledged before me this 06 day of January, 20 17, by Delio A. Trasobares, who is personally known to me or who has produced \_\_\_\_\_ as identification and who (did / did not) take an oath.

  
\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC



STATE OF FLORIDA

\_\_\_\_\_  
PRINTED, STAMPED OR TYPED  
NAME OF NOTARY PUBLIC

## SECTION F. QUESTIONNAIRE

This Completed Form Must Be Submitted With The Bid, The Town May, At Its Sole Discretion, Require That The Bidder Submit Additional Information Not Included In The Submitted Form. Such Information Must Be Submitted Within Seven (7) Calendar Days of the Town's Request. Failure To Submit The Form Or Additional Information Upon Request By The Town Will Result In The Rejection Of The Bid As Non-Responsive. Additional Pages May Be Used Following The Same Format And Numbering. Some Information May Not Be Applicable Apply. In Such Instances Insert "N/A".

By submitting its Bid the Bidder certifies the truth and accuracy of all information contained herein.

### A. Business Information

1. How many years has your company been in business under its current name and ownership? 20 years

a. Professional Licenses/Certifications (include name and number)\* Issuance Date

General Contractor CGC050965 08/31/14 to 08/31/18

General Engineering E201301 09/30/15 to 09/30/17

(\*include active certifications of small or disadvantaged business & name of certifying entity)

b. Date company licensed by the State of Florida or Miami-Dade County: 11-21-1996

c. State and Date of Incorporation: Florida 11-21-1996

c. What is your primary business? Construction  
(This answer should be specific)

d. Name of Qualifier, license number, and relationship to company:

Delio A. Trasobares, CGC050965

e. 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

2. Name and Licenses of any prior companies

Name of Company	License No.	Issuance Date
-----------------	-------------	---------------

<u>N/A</u>		
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3. Type of Company:

☐ Corporation ☒ "S" Corporation ☐ LLC ☐ Sole Proprietorship ☐ Other: \_\_\_\_\_

(Corporations will be required to provide a copy of their corporate resolution prior to executing a contract)

4. Company Ownership

a. identify all owners of the company

Name	Title	% of ownership
Delio A. Trasobares	President	100%

b. Is any owner identified above an owner in another company? ☐ Yes ☒ No  
If yes, identify the name of the owner, other company names, and % ownership

\_\_\_\_\_

\_\_\_\_\_

c. Identify all individuals authorized to sign for the company, indicating the level of their authority ( check applicable boxes and for other provide specific levels of authority)

Name	Title	Signatory Authority			
		All	Cost	No-Cost	Other
Delio A. Trasobares	President	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Explanation for Other: \_\_\_\_\_

5. Employee Information

Total No. of Employees: 30 Number of Managerial/Admin. Employees: 7

Number of Trades Personnel and total number per classification:

(Apprentices must be listed separately for each classification)

Skilled 8, Semi-Skilled 7, non-skilled 8

\_\_\_\_\_

\_\_\_\_\_



6. Will a Labor Force Company be used to provide workers? ☐ Yes ☒ No

7. Has any owner or employee of the company ever been convicted of a federal offense or moral turpitude: If yes, please explain:

NO

8. Insurance & Bond Information

a. Insurance Carrier name & address: Kahn-Carlin & Company  
3350 South Dixie Highway, Miami, FL 33133

b. Insurance Contact Name, telephone, & e-mail: Kahn-Carlin & Company  
Carmen E. Pilot / 305-461-8205 / cpilot@kahn-carlin.com

c. Insurance Experience Modification Rating (EMR): 1-0  
(if no EMR rating please explain why)

d. Number of Insurance Claims paid out in last 5 years & value: 0

e. Bond Carrier name & address: Berkley Insurance Company  
255 South Orange Ave, Suite 1515 Orlando, FL 32801

f. Bond Carrier Contact Name, telephone, & e-mail: Same as above

g. Number of Bond Claims paid out in last 5 years & value: 0

9. Have any claims lawsuits been file against your company in the past 5 years, If yes, identify all where your company has either settle or an adverse judgment has been issued against your company. Identify the year basis for the claim or judgment & settlement unless the value of the settlement is covered by a written confidentiality agreement.

NO

10. To the best of your knowledge is your company or any officers of your company currently under investigation by any law enforcement agency or public entity. If yes, provide details:

NO

11. Has your company been assessed liquidated damages or defaulted on a project in the past five (5) years? ☐ Yes ☒ No (If yes, provide an attachment that provides an explanation of the project and an explanation.

12. Has your company been cited for any OSHA violations in the past five (5) years? If yes, please provide an attachment including all details on each citation, ☐ Yes ☒ No

13. Provide an attachment listing all of the equipment, with a value of \$3,000 or greater, owned by your company.
14. Provide an attachment listing of all equipment that your company does not own but plans to rent, lease, or borrow for the performance of the Work

**B. Project Management & Subcontract Details**

1. Project Manager for this Project:

a. Name: Angel Fernandez

b. Years with Company: 13

c. Licenses/Certifications: \_\_\_\_\_

d. Last 3 projects with the company including role, scope of work, & value of project:

Street Improvements/Coral Gables / 1,300,000.00

NW 18 Ave. Improvements/Miami / 1,100,000.00

NW 9 Ave Improvements / Miami Gardens / 199,000.00

2. Subcontractors:

Name	Trade/Work to be performed	% of Work	License No.
<u>None</u>			

3. Scope of actual Work to be performed by your company and the corresponding percentage of the work: (This does not include such items as insurance \* bonds, dumpsters, trailers, and other similar non-construction work items)

\_\_\_\_\_  
\_\_\_\_\_

**C. Current and Prior Experience:**

1. Current Experience including current under projects or contracts, recently awarded, or pending award (Provide an attachment to this questionnaire that lists all such contracts or projects, including the owner's name, title and value of project, scope of work, projected or actual start date, projected completion date.

2. Prior contracts or projects of a similar size, scope, and complexity: Provide an attachment to this Questionnaire that includes contracts or projects the Bidder considers of a similar, size, scope and complexity, particularly in the area of building/repairing existing swales, 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 by the bid 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 reference letter is to be completed by the owner of the Project and submitted as part of the Bid submission.

#### **D. Bidder's References**

Bidders are to include a minimum of three (3) references from contracts or projects listed in C.2 above. The attached form is to be used and is to be included with the Bid submission. The Town, at its sole discretion may allow the Bidder to submit the references after the specified date for Bid submission.

#### **E. Declaration**

I declare under penalty of perjury that the foregoing information is true and correct.

Executed on 01/06/17 (date)

Authorized representative (print): Delio A. Trasobares

Authorized representative (signature): 

## SECTION G. REQUIRED ATTACHMENTS

### TRENCH SAFETY ACT

Contract No. \_\_\_\_\_

The Proposer, by virtue of signing the Price Form, affirms that the Proposer is aware of the Trench Safety Act, and will comply with all applicable trench safety standards. Such assurance will be legally binding on all persons employed by the Proposer and Subcontractor, and Subconsultant.

The Proposer is also obligated to identify the anticipated method and cost of compliance with the applicable trench safety standards for the Project.

The following items are a breakout of the respective items involving trenching under the Contract identified above and are included in the unit prices.

The Proposer further identifies the costs and methods summarized below:

Description	Unit	Quantity	Unit Price	Extended Price	Method
<u>F.D</u>	<u>LF</u>	<u>95</u>	<u>\$10.00</u>	<u>\$ 950.00</u>	<u>sloping</u>
_____	_____	_____	\$ _____	\$ _____	_____
_____	_____	_____	\$ _____	\$ _____	_____
_____	_____	_____	\$ _____	\$ _____	_____
_____	_____	_____	\$ _____	\$ _____	_____
Total			\$	<u>950.00</u>	





## CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for Bid No. 2017-18

Name of Bidder: \_\_\_\_\_

The above referenced contractor is submitting on a bid solicitation that has been issued by the Town. We require that the Bidder provide written references with their Bid submission and by providing you with this document the Contractor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Public Entity: City of Coral Gables

Name of Project: Sidewalk, asphalt Improvements

Scope of work: Sidewalk repair, extension, paving

Initial Value of Contract \$ 1,000,000.00 Is contract active? ☒ Yes ☐ No

Final Contract Value: \$ 1,000,000.00

Was the work performed timely: ☒ Yes ☐ No

Was the work performed to acceptable quality standards? ☒ Yes ☐ No

Were the number of RFIs submitted reasonable for the scope of the project(s)? ☒ Yes ☐ No

Number of Change Orders: NO Where any Contractor driven? ☒ Yes ☐ No

Would you enter into a contract with the Contractor in the future? ☒ Yes ☐ No

If no to any of the above please provide details below. Provide any other comment you feel appropriate.

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name of Owner: City of Coral Gables

Name of individual completing this form: J. J. Abraham Date: 12/20/16

Signature: J. J. Abraham Title: Dist. Engineer

Telephone: (305) 460-5069 E-mail: j.abraham@coralgables.com

Sincerely,

Thomas Fossler  
Procurement Specialist





## CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for Bid No. 2017-18

Name of Bidder: METRO EXPRESS, INC.

The above referenced contractor is submitting on a bid solicitation that has been issued by the Town. We require that the Bidder provide written references with their Bid submission and by providing you with this document the Contractor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Public Entity: CITY OF MIRAMAR

Name of Project: CITYWIDE SIDEWALK REPAIR

Scope of work: Removal and replacement of sidewalks

Initial Value of Contract \$ 32,000 Is contract active? ☐ Yes ☒ No

Final Contract Value: \$ 32,000

Was the work performed timely: ☒ Yes ☐ No

Was the work performed to acceptable quality standards? ☒ Yes ☐ No

Were the number of RFIs submitted reasonable for the scope of the project(s)? ☐ Yes ☐ No NONE

Number of Change Orders: NONE Where any Contractor driven? ☐ Yes ☐ No

Would you enter into a contract with the Contractor in the future? ☒ Yes ☐ No

If no to any of the above please provide details below. Provide any other comment you feel appropriate.

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name of Owner: CITY OF MIRAMAR

Name of individual completing this form: BERNARD BUXTON-TETTEH Date: 12/19/16

Signature: [Signature] Title: PUBLIC WORKS DIRECTOR

Telephone: 954-882-5005 E-mail: bbuxton-tetteh@miramarfl.gov

Sincerely,

Thomas Fossler  
Procurement Specialist



## CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for Bid No. 2017-18

Name of Bidder: Metro Express Inc.

The above referenced contractor is submitting on a bid solicitation that has been issued by the Town. We require that the Bidder provide written references with their Bid submission and by providing you with this document the Contractor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Public Entity: City of Doral

Name of Project: NW 109 Ave. Roadway Construction

Scope of work: De-muck, subgrade, SW draingae, asphalt, striping, and sidewalks.

Initial Value of Contract \$ 396,856.80 Is contract active? ☐ Yes ☒ No

Final Contract Value: \$ 414,025.39

Was the work performed timely: ☒ Yes ☐ No

Was the work performed to acceptable quality standards? ☒ Yes ☐ No

Were the number of RFIs submitted reasonable for the scope of the project(s)? ☒ Yes ☐ No

Number of Change Orders: 0 Where any Contractor driven? ☐ Yes ☒ No

Would you enter into a contract with the Contractor in the future? ☒ Yes ☐ No

If no to any of the above please provide details below. Provide any other comment you feel appropriate.

Metro Express Inc. is a client oriented contractor that performs work of great quality.

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name of Owner: City of Doral

Name of individual completing this form: Carlos Arroyo Date: 12/21/2016

Signature:  Title: Assistant Public Works Director

Telephone: (305) 593-6740 E-mail: carlos.arroyo@cityofdoral.com

Sincerely,

Thomas Fossler  
Procurement Specialist



## CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for Bid No. 2017-18

Name of Bidder: Metro Express Inc

The above referenced contractor is submitting on a bid solicitation that has been issued by the Town. We require that the Bidder provide written references with their Bid submission and by providing you with this document the Contractor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Public Entity: City of Miami Public Works

Name of Project: Citywide Sidewalk Repair Project

Scope of work: Construction and replacement of sidewalk, ramps, and roadway infrastructures.

Initial Value of Contract \$ 1,487,500.00 Is contract active? ☒ Yes ☐ No

Final Contract Value: \$ \_\_\_\_\_

Was the work performed timely: ☒ Yes ☐ No

Was the work performed to acceptable quality standards? ☒ Yes ☐ No

Were the number of RFIs submitted reasonable for the scope of the project(s)? ☒ Yes ☐ No none

Number of Change Orders: N/A Where any Contractor driven? ☐ Yes ☐ No

Would you enter into a contract with the Contractor in the future? ☒ Yes ☐ No

If no to any of the above please provide details below. Provide any other comment you feel appropriate.

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name of Owner: City of Miami

Name of individual completing this form: Fabiola Dubuissm Date: 12/21/2016

Signature: \_\_\_\_\_ Title: Engineer III

Telephone: 305-416-1200 E-mail: fdubuissem@miamigov.com

Sincerely,

Thomas Fossler  
Procurement Specialist



## 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 Mato Express, Inc or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: [Signature]  
Title: President

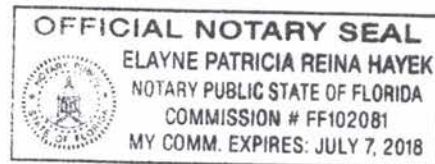
Sworn and subscribed before this

06 day of January, 20 17

[Signature]  
Notary Public, State of Florida

(Printed Name)

My commission expires: \_\_\_\_\_



## NON-COLLUSIVE AFFIDAVIT

State of Florida }  
County of Miami Dade } SS:

Delio A. Trasobares being first duly sworn, deposes and says that:

- a) He/she is the President, (Owner, Partner, Officer, Representative or Agent) of Metro Express, Inc., the Bidder that has submitted the attached Proposal;
- b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- c) Such Proposal is genuine and is not collusive or a sham Proposal;
- d) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Bidder, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

Witness

By: \_\_\_\_\_

Delio A. Trasobares

(Printed Name)

President


(Title)



NON-COLLUSIVE AFFIDAVIT (CONTINUED)

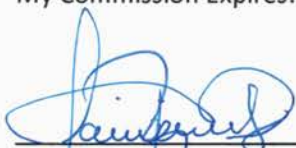
ACKNOWLEDGMENT

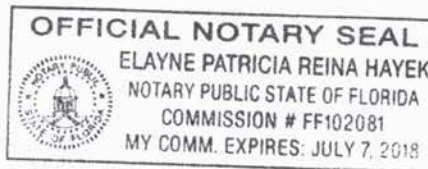
State of Florida )  
 ) SS:  
County of Miami Dade )

BEFORE ME, the undersigned authority, personally appeared Delio A. Trasobares  
to me well known and known by me to be the person described herein and who executed the foregoing  
Affidavit and acknowledged to and before me that Delio A. Trasobares executed said  
Affidavit for the purpose therein expressed. 

WITNESS, my hand and official seal this 06 day of January, 2017.

My Commission Expires:

  
\_\_\_\_\_  
Notary Public State of Florida at Large



**PROPOSER’S RELATIONSHIPS WITH THE TOWN AFFIDAVIT**

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
Last name	First name	Relationship
Last name	First name	Relationship

- b) Any family relationships with any employee or elected representative of the Town.

Last name	First name	Relationship
Last name	First name	Relationship
Last name	First name	Relationship

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**SWORN STATEMENT ON PUBLIC ENTITY CRIMES**  
**SECTION 287.133(3)(a), FLORIDA STATUTES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the Town of Miami Lakes

by Delio A. Trasabares  
[print individual's name and title]

for Metro Express, Inc.  
[print name of entity submitting sworn statement]

whose business address is

9442 NW 109 St.  
Medley, FL 33178

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0711071

(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 that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, will be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months will be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any



natural person or entity organized under the laws of any state or of the United States with the legal 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]

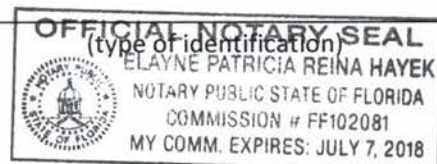
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE 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.

*Patricia Reina Hayek*  
Signature of Entity Submitting Sworn Statement

Sworn to and subscribed before me this 06 day of January, 2017.

Personally known ☒ \_\_\_\_\_

OR produced identification \_\_\_\_\_ Notary Public – State of FL



My commission expires \_\_\_\_\_

*Patricia Reina Hayek*  
(Printed, typed or stamped commissioned name notary public)

## CONFLICT OF INTEREST AFFIDAVIT

State of Florida }  
                                  } SS:


County of Miami-Dade


Delio A. Trasobares being first duly sworn, deposes and says that he/she is the (Owner, Partner, Officer, Representative or Agent) of Metro Express, Inc., the Bidder that has submitted the attached Bid/Proposal and certifies the following;

Bidder certifies by submitting its Bid that no elected official, committee member, or employee of the Town has a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Town employee, nor any elected or appointed officer (including Town committee members) of the Town, nor any spouse, parent or child of such employee or elected or appointed officer of the Town, may be a partner, officer, director or proprietor of Bidder and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Bidder/Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Bidder. Any contract award containing an exception to these above described restrictions must be expressly approved by the Town Council. Further, Bidder recognizes that with respect to this solicitation, if any Bidder violates or is a party to a violation of the ethics ordinances or rules of the Town, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Town, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Bidder/Proposer may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Town. The terms "Bidder" as used herein, include any person or entity making a bid herein to Town or providing goods or services to Town.

Bidder further certifies that the price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

  
Witness

By:   
Delio A. Trasobares  
(Printed Name)  
President.  
(Title)

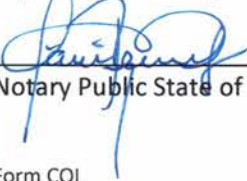
Form COI



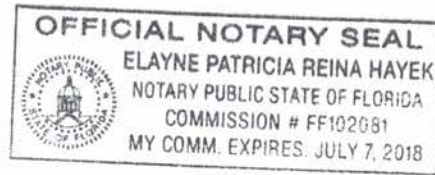
BEFORE ME, the undersigned authority personally appeared Delia A. Trasobares to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Delia A. Trasobares executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 06 day of January, 2017.

My Commission Expires:

  
\_\_\_\_\_  
Notary Public State of Florida at Large

Form COI



## 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: Melro Express, Inc

Authorized representative (print): Delio A. Trasobares

Authorized representative (signature):  Date: 01/06/17

## **SECTION H. FORMS**

## CONTRACT EXECUTION FORM

This Contract 2017-18 made this \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_ in the amount not to exceed \$ \_\_\_\_\_ by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and (name of Contractor)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Attest:

TOWN OF MIAMI LAKES

By: \_\_\_\_\_  
Gina Inguanzo, Town Clerk

By: \_\_\_\_\_  
Alex Rey, Town Manager

By: \_\_\_\_\_  
Town Attorney

Signed, sealed and witnessed in the  
presence of:

As to the Contractor:

( \_\_\_\_\_ )

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)



## LEASED EMPLOYEE AFFIDAVIT

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of workers who are not employees of the company are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the Town in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the Town with a certificate of insurance from the leasing company providing proof of workers' compensation coverage prior to these workers entering any Town Work site.

I further agree to notify the Town if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: \_\_\_\_\_

Workers' Compensation Carrier: \_\_\_\_\_

A.M. Best Rating of Carrier: \_\_\_\_\_

Inception Date of Leasing Arrangement: \_\_\_\_\_

I further agree to notify the Town in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the Town that documents the change of carrier.

Name of Contractor: \_\_\_\_\_

Signature of Owner/Officer: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

## 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. **2017-18**, awarded the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with Town which Contract Documents are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated damages, and other damages identified, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

1. Performs the Contract between Contractor and Town for Work on the **Hutchinson Road & Drainage Improvements Project**, the Contract being made a part of this Bond by reference, at the times and in the manner prescribed in the Contract; and
2. Pays Town all losses, liquidated damages, expenses, costs and attorney's fees including appellate proceedings, that Town sustains as a result of default by Contractor under the Contract; and
3. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract; then THIS BOND IS VOID, OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.
4. Whenever Contractor is, and declared by Town to be, in default under the Contract, and the Town having performed Town obligations hereunder, the Surety must promptly remedy the default, or must promptly:
  - 4.1. Complete the Project in accordance with the terms and conditions of the Contract Documents;
  - or

**FORM OF PERFORMANCE BOND (Page 2 of 2)**

4.2. Obtain a bid or bids for completing the Project in accordance with the terms and conditions of the Contract, and upon determination by Surety of the lowest responsible Bidder, or, if Town elects, upon determination by Town and Surety jointly of the lowest responsible Bidder, arrange for a contract between such Bidder and Town, and make available as Work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, means the total amount payable by Town to Contractor under the Contract and any amendments thereto, less the amount properly paid by Town to Contractor.

No right of action will accrue on this bond to or for the use of any person or corporation other than Town, as named herein.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Contractor

WITNESSES:

\_\_\_\_\_  
(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. 2017-18**, for the **Hutchinson Road & Drainage Improvements Project**, awarded the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with Town which Contract are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated damages, and other damages identified, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

1. Pays Town all losses, liquidated damages, expenses, costs and attorney's fees including appellate proceedings, that Town sustains because of default by Contractor under the Contract; and
2. Promptly makes payments to all claimants as defined by Florida Statute 255.05(1) for all labor, materials and supplies used directly or indirectly by Contractor in the performance of the Contract;

THEN CONTRACTOR'S OBLIGATION WILL BE VOID; OTHERWISE, IT WILL REMAIN IN FULL FORCE AND EFFECT SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:

- 2.1. A claimant, except a laborer, who is not in privity with Contractor and who has not received payment for its labor, materials, or supplies must, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish to Contractor a notice that he intends to look to the bond for protection.
- 2.2. A claimant who is not in privity with Contractor and who has not received payment for its labor, materials, or supplies must, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to Contractor and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment.
- 2.3. No action for the labor, materials, or supplies may be instituted against Contractor or the Surety unless the notices stated under the preceding conditions (2.1) and (2.2) have been given.

## FORM OF PAYMENT BOND (Page 2 of 2)

- 2.4. Any action under this Bond must be instituted in accordance with the longer of the applicable Notice and Time Limitations provisions prescribed in Section 255.05(2), or Section 95-11, Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect the Surety's obligation under this Bond.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Contractor

ATTEST:

\_\_\_\_\_  
(Name of Corporation)

\_\_\_\_\_  
(Secretary)

By:

\_\_\_\_\_  
(Signature)

(Corporate Seal)

\_\_\_\_\_  
(Print Name and Title)

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

IN THE PRESENCE OF:

INSURANCE COMPANY:

By:

\_\_\_\_\_  
Agent and Attorney-in-Fact

Address: \_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City/State/Zip Code)

Telephone No.: \_\_\_\_\_



**EXHIBIT "A"**  
**PLANS FOR HUTCHINSON ROAD DRAINAGE & ROADWAY IMPROVEMENTS**  
**CONTAINED IN SEPARATE ATTACHMENT ONLINE**

## EQUIPMENT LIST

ITEM No.	QUANTITY	DESCRIPTION AND CAPACITY OF ITEMS			YEAR MFGD
		DESCRIPTION	S/N		
1	1	CHEV. PK	1GCGC24U5YE358210		2000
2	1	CHEV. TK	1GBE4E1194F503600		2004
3	1	CHEV. TK	1GBJC34U71F203626		2001
4	1	CHEV. TK	1GHC24U03Z107777		2003
5	1	CHEV. VN	1GCHG39RX2188489		2002
6	1	FORD DP	1FTYY96D3WVA18515		1998
7	1	FORD F150 PK	1FTRX12W69KB36242		2009
8	1	FORD F350 TK	1FDWF36546EB22901		2006
9	1	FORD F350 TK	1FDWF36P06EC81688		2006
10	1	FORD F350 TK	1FDWW36R68EC45072		2008
11	1	FORD F350 TK	1FTW3BT7CEA76543		2012
12	1	FORD F350 TK	1FTWW31R98EB98339		2008
13	1	FORD F450 TK	1FDXF46P65EB88120		2005
14	1	FORD PK	1FTRX12W78FB87840		2008
15	1	FORD TK	1FDTFW1CV9AKB337669		2010
16	1	FORD TK	1FDXF46RX8EC01117		2008
17	1	FORD TK	1FDXF80E6VVA00842		1997
18	1	FORD TK	1FDXR82A9HVA00582		1987
19	1	FORD TK	1FTYA96WXXVVA42962		1997
20	1	FORD VN	1FTSE34L09DA16852		2009
21	1	FORD VN	1FTSS34LX4HA22801		2004
22	1	FREI TK	1FV6HJBAXXH989357		1999
23	1	FRHT DP	1FUWTMCB1WH963191		1998
24	1	FRHT TK	1FVACWDC97HX85458		2007
25	1	FRHT TK	1FVACXDC55HU97312		2005
26	1	FRHT TK	1FVHALAS71PH71752		2001
27	1	GMC TK	1GDM7H1CXXJ502373		1999
28	1	GMCTK	1GDESC1104F500268		2004
29	1	IHST TK	1HTMKAANX7H264398		2007
30	1	IHST TK	1HTMMAAN93H594781		2003
31					
32					
33					

## EQUIPMENT LIST

[illegible]

## EQUIPMENT LIST

ITEM No.	QUANTITY	DESCRIPTION AND CAPACITY OF ITEMS		YEAR MFGD
		DESCRIPTION	S/N	
1	1	ANDS TL	4YBNB16243C015850	2003
2	1	ANDS TL	4YBNB16283C015849	2003
3	1	ANDS TL	4YBNB12254C021521	2004
4	1	ANDS TL	4YBNB18206C044070	2006
5	1	BEHL	16JF01829S1026623	1995
6	1	BOMG TL	1B9PT132981744024	2008
7	1	CEB TL	CEB020XC8707	2007
8	1	CEC VS	CEC500831203	2003
9	1	CONTINELTAL	1ZJBA31317M051170	2007
10	1	CUST TL	5B732153521003966	2002
11	1	ECON TL	42EDOHF4131000634	2003
12	1	EQUF TL	4Y3US16222S011116	2002
13	1	HMD TL	HM20020143	2002
14	1	HORI TL	4Y3UC1223Y5007447	2001
15	1	KAUF TL	15XFS18285L001024	2005
16	1	KAUF TL	15XFS1865L001023	2005
17	1	KAUF TL	5VGFD2027GL003905	2016
18	1	KKSY TL	1K9BA08105T244070	2005
19	1	KKSY TL	1K9BA08105T244071	2005
20	1	KKSY TL	1K9BA08145T244072	2005
21	1	KKSY TL	1K9BA08165T244073	2005
22	1	LEEB TL	1B9DS15217D309305	2007
23	1	RORI TL	1R9PD27222M356074	2002
24	1	SEAM	159A51825W042158	1998
21	1	SOU TL	4Y3US18252S011379	2002
22	1	SOUT TL	4Y3US16202S011017	2002
23	1	SOUT TL	4Y3US18242S010935	2002
24	1	TLZE TL	3496877	1977
25	1	TRAI TL	1DA72R6D3GM008586	1987
26	1	WITTI TL	1W8A11E385S000079	2005
27				
28				
	300	BARRICADES		



## EQUIPMENT LIST

ITEM No.	QUANTITY	DESCRIPTION AND CAPACITY OF ITEMS			YEAR MFGD
		DESCRIPTION	S/N		
37	1	FORK LIFT F800	1FDXF80G6VVA00842		1997
38	1	CATERPILLAR RT600 6000 4X4X4 TELESCOPIC FORKLIFT	5G00475		1994
39	1	TREET SWEEPER CS500	SA/12VM-402/22068236		2004
40	1	DOBLE DRUM ROLLER C340C	109C14603329		
41	1	WG MILLING MACHINE W2000	06.20.1218		
42	1	EXCAVATOR E35	A93K14370		2012
43	1	LEE-BOY CRAWLER ASPHALT PAVER L8500T	1041202007104		2002
44	1	CRAWLER ASPHALT PAVER CR461R	051203		2002
45	1	SWEEPER 72" 72SB	783725887		
46	1	HYPAC WHEEL PNEUMATIV ROLLER C50AH9	901A22202324		2004
47	1	BROCE BROOM BB250B	303052		2003
48	1	BC SKID STEER LOADER 326E	1T0326ELD1254606		2014
49	1	BC SKID STEER LOADER S650	A3NV23274		2014
50	1	BOBCAT 220	200602539526		2006
52	1	JD BACKHOE LOADER 310SJ	1T0310SJKBD203996		2011
53	1	JD BACKHOE LOADER 310SJ	T0310SJHBD203019		2011
54	1	BOMAG 2000/60-2 MILLING MACHINE	821836261037		2014
55	1	BC SKID-STEER LOADER S650 T4	ALJ813842		2015
56		BA 72" SWEEPER	783732759		2014
57	1	BC SKID-STEER LOADER S650 T4	ALJ819024		2016
58	1	JD BACKHOE LOADER 310J 4X4	T0310JX179460		2009
59	1	JD VIBRATORY TANDEM ROLLER BW120L-5	861880291047		2015
60	1	JD SKID STEERR LOADER S 328D	1T0328DLCDD233281		2013
61	1	BC TRACTOR FRONT MOUNT SWEEPER CT450	AKBP11077		2012
62	1	JD MINI HYDRAULIC EXCAVATOR 35D	X237612		2007
63	1	JD MINI HYDRAULIC EXCAVATOR 35D	X260192		2008
64	1	LEE BOY CRAWLER ASPHALT PAVER L8816 T	4Q895		2004
65	1	BC SKID STEER LOADERS S650 T4	ALJ815757		2015
66	1	JD WHEEL LOADER 544K	1DW544KZLFE667576		2015
67	1	BC SKID STEER LOADERS S650 T4	ALJ814525		2015
68	1	BC SKID STEER LOADERS S650 T4	ALJ814176		2015
69	1	TEREX 760	SMFB44TR027CM7168		
70					
71					
72					



[illegible]

Conforms with The American Institute of Architects,  
A.I.A. Document A310 (2010 Edition)

**Bid Bond**

CONTRACTOR:

(Name, legal status and address)

Metro Express, Inc.  
9442 NW 109th Street, Ste. 100  
Medley, FL 33178

SURETY:

(Name, legal status and principal place  
of business)

Berkley Insurance Company  
255 South Orange Ave, Suite 1515  
Orlando, FL 32801

This document has important legal  
consequences. Consultation with  
an attorney is encouraged with  
respect to its completion or  
modification.

Any singular reference to  
Contractor, Surety, Owner or  
other party shall be considered  
plural where applicable.

OWNER:

(Name, legal status and address)

The Town of Miami Lakes  
6601 Main Street  
Miami Lakes, FL 33014

BOND AMOUNT:

Five Percent of Amount Bid (\*\*\*\*\*5%\*\*\*\*\*)

PROJECT:

(Name, location or address, and Project number, if any)

Hutchison Road & Drainage Improvements - ITB No. 2017-18

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 6th day of January 2017

(Witness)

(Witness)

Carmen E. Pillot

Metro Express, Inc.

(Principal)

(Seal)

(Title)

Berkley Insurance Company

(Surety)

(Seal)

(Title) Michael A. Bonet, Attorney-In-Fact





**ALEX SINK**  
Chief Financial Officer  
State of Florida

**MICHAEL ANTHONY BONET**

**License Number A0255509**

IS LICENSED TO TRANSACT THE FOLLOWING CLASSES OF INSURANCE

**General Lines (Prop & Casu) 05/25/1984**

**RESIDENT  
LICENSE**

This licensee must have an active appointment with the insurer or insurers for which products or services are being marketed.



POWER OF ATTORNEY  
BERKLEY INSURANCE COMPANY  
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: **Roy V. Fabry or Michael A. Bonet of Kahn-Carlin & Co., Inc. of Miami, FL** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

**RESOLVED**, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

**RESOLVED**, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 22 day of July, 2013.

Attest:

Berkley Insurance Company

(Seal)

By

By

Ira S. Lederman  
Senior Vice President & Secretary

Jeffrey M. Hafter  
Senior Vice President

**WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.**

STATE OF CONNECTICUT )

) ss:

COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 22 day of July, 2013, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

Kathleen Corey  
Notary Public, State of Connecticut

KATHLEEN COREY  
NOTARY PUBLIC  
CONNECTICUT  
MY COMMISSION EXPIRES OCTOBER 31, 2017

**CERTIFICATE**

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 6 day of January, 2014

(Seal)

Andrew M. Tuma



Please **verify the authenticity** of the instrument attached to this Power by:

Toll-Free Telephone: (800) 456-5486; or

Electronic Mail: [BSGInquiry@berkleysurety.com](mailto:BSGInquiry@berkleysurety.com)

---

Any written notices, inquiries, claims or demands to the Surety on the bond attached to this Power should be directed to:

Berkley Surety Group  
412 Mount Kemble Ave.  
Suite 310N  
Morristown, NJ 07960  
Attention: Surety Claims Department

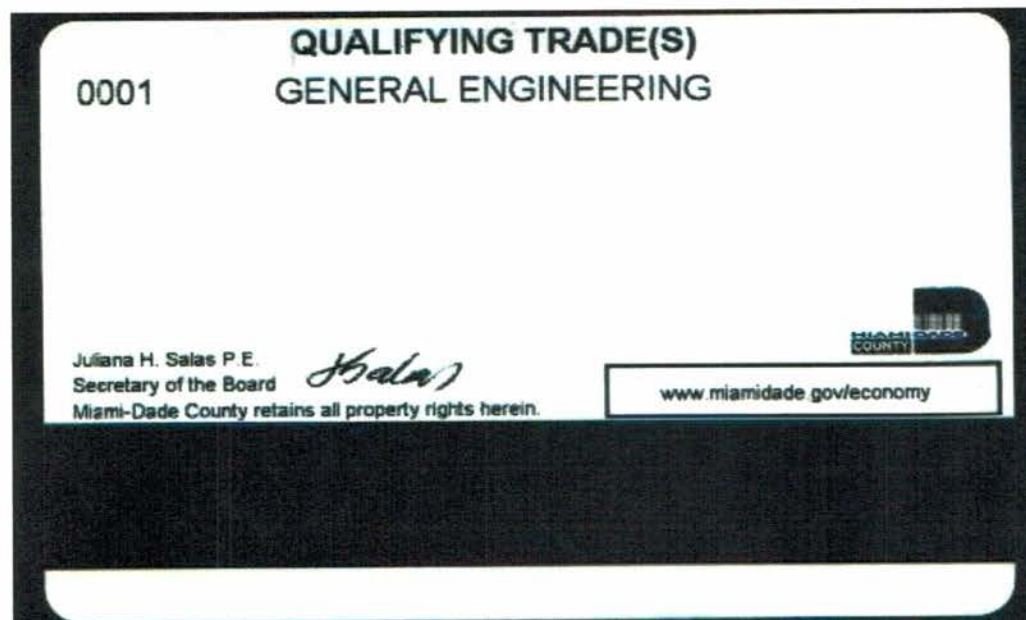
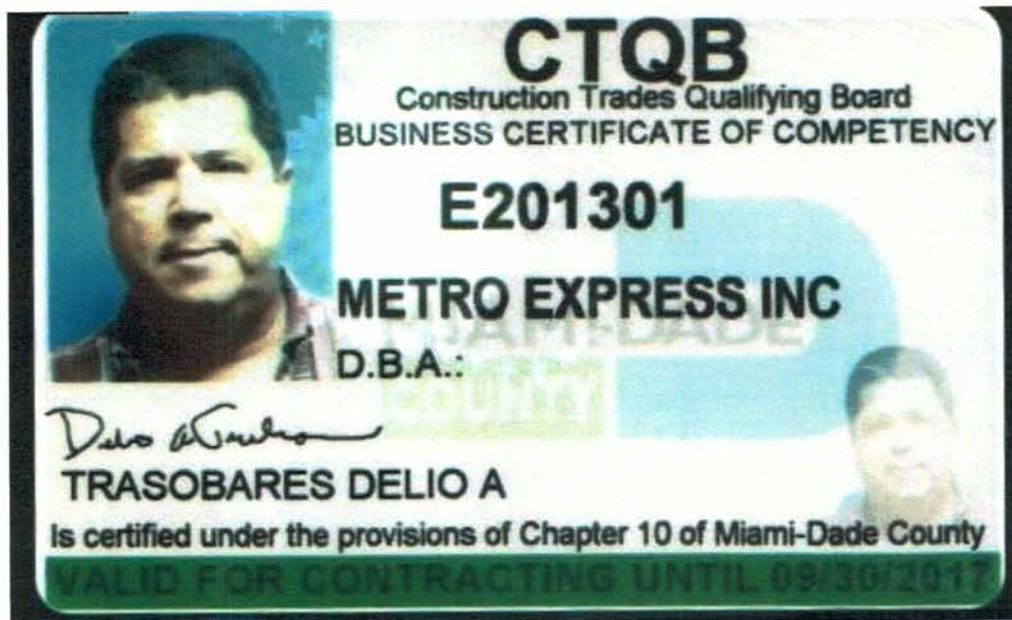
**Or**

Email: [BSGClaim@berkleysurety.com](mailto:BSGClaim@berkleysurety.com)

---

Please include with all communications the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond, please also identify the project to which the bond pertains.

Berkley Surety Group is an operating unit of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company, Berkley Regional Insurance Company and Carolina Casualty Insurance Company.



RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD



LICENSE NUMBER	
CGC050965	

The GENERAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2018

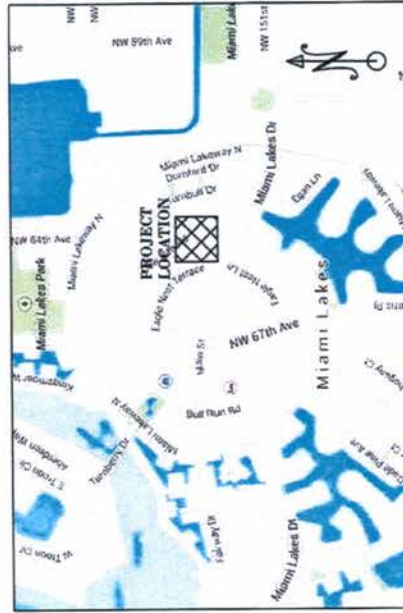
TRASOBARES, DELIO ALBERT  
METRO EXPRESS INC  
9442 N.W. 109 ST  
MEDLEY FL 33178



ISSUED: 06/15/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1606150001369

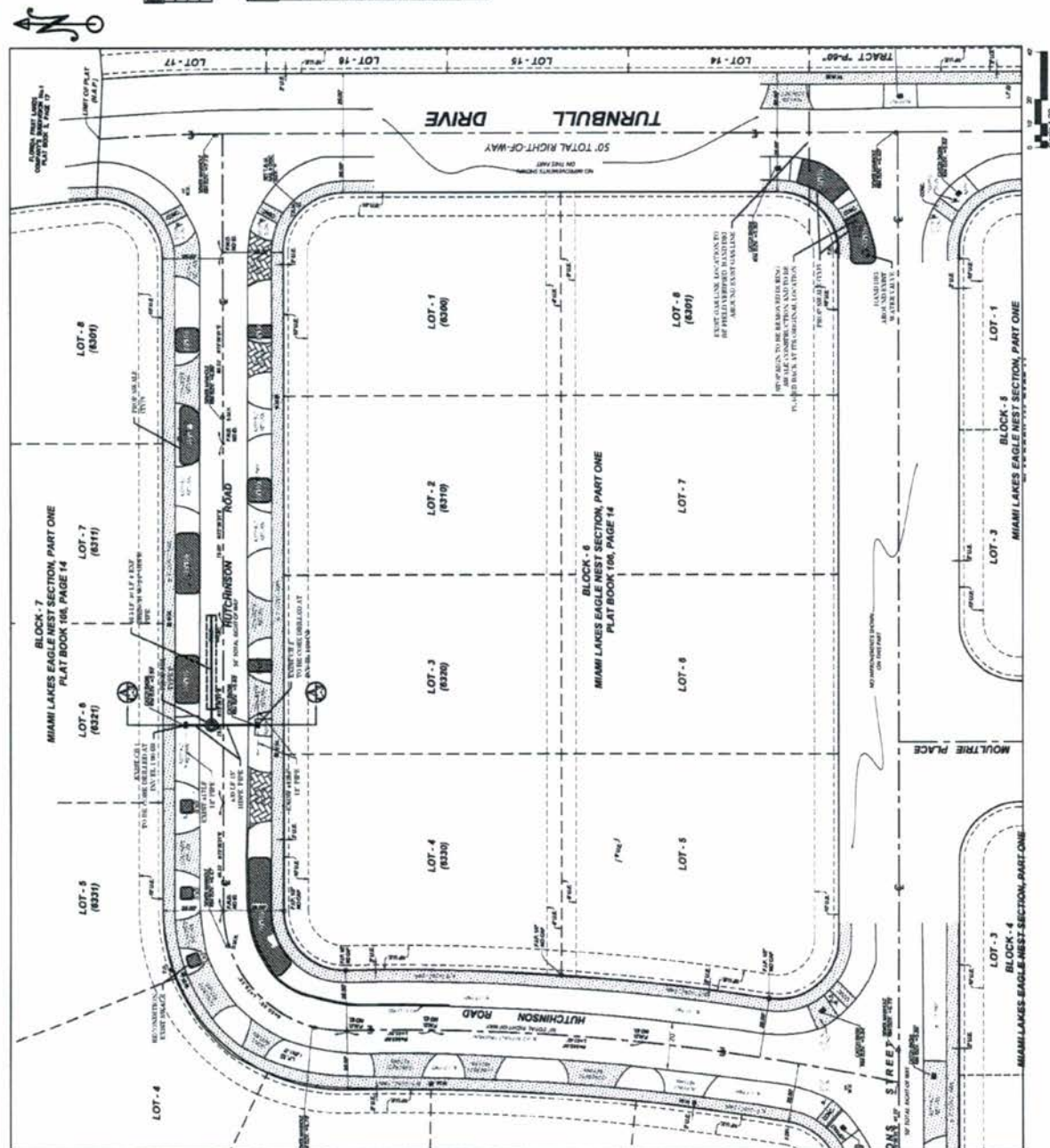


SHEET NO.	DRAWING NO.	TITLE
1	C-6	COVER SHEET
2	C-1	DRAINAGE PLAN
3	C-2	PAVEMENT RESTORATION, MARKING, & POLLUTION PREVENTION PLAN
4	C-3	SECTION & DETAILS
5	C-4	GENERAL & PAVEMENT MARKING NOTES

SHEET NO.	DRAWING NO.	TITLE
1	C-6	COVER SHEET
2	C-1	DRAINAGE
3	C-3	PAVEMENT
4	C-4	SECTION & GENERAL

WAYNE SLATOR,  
VICE MAYOR  
MARRY COO,  
COUNCIL MEMBER  
TIM DAUBERT,  
COUNCIL MEMBER  
TONY LARA,  
COUNCIL MEMBER  
CEASAR NESTLE,  
COUNCIL MEMBER  
FRANK NINGO,  
COUNCIL MEMBER  
NELSON RODRIGUEZ,  
COUNCIL MEMBER  
ALEX REY,  
DIRECTOR OF CAPITAL IMPROVEMENT  
PROGRAM  
GREGORY NETTO,  
PROGRAM





SUMMARY OF STRUCTURES					
	BSI CLV1	NSI CLV2	NSI CLV3	NSI CLV4	NSI CLV5
AX CH-1	1.59	-	1.50	1.51	1.51
AX CH-2	0.45	1.90	-	1.11	1.11
PROP. SOL	0.30	1.95	1.55	1.90	-

SUMMARY OF SWALES	
LOF # H or V swale	SIZE
0001 Let 8	1x6
0002 (R) Let 6	4x4
0003 Let 6	20x10
0004 Let 2	25x45
0005 (R) Let 6	23x48
0006 Let 8	20x10
0007 Let 8	15x10
0008 Let 2	10x10
0009 Let 2	10x10
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ERNESTO A. PEREZ, P.E.  
LIC. P.E. No. 22136  
6370 Northwest Terrace  
MIAMI LAKES, FL 33016  
PH. No. (305) 364-8100

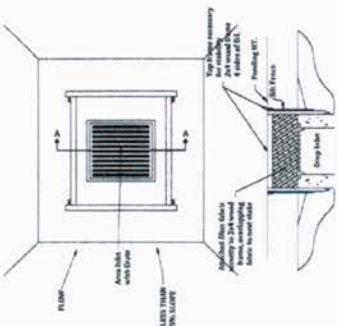
HUTCHINSON ROAD  
PAVEMENT RESTORATION, MARKING &  
POLLUTION PREVENTION PLAN

DEARH INC	08-2015	08-2015
TRAPLEIGHS PERCH	SCALE:	AS TO OWN
DATE:		PROJCT No.
		SHEET No.

C-2

## PAVEMENT MARKING NOTES

- ALL PAYMENT MARINOS WILL BE THROUGH APPA. UNDER  
OTHERWISE NOTED  
ALL RESIDENT AND PAYMENT MARINOS WILL CONFIRM TO THE  
MANUAL OF INFORMATION APPA CONTROL. THIS IS  
PREPARED PAYMENT APPLICABLE TYPE 6-113  
MIL. AND ROAD 307 AC. 1710 APPA 1.7

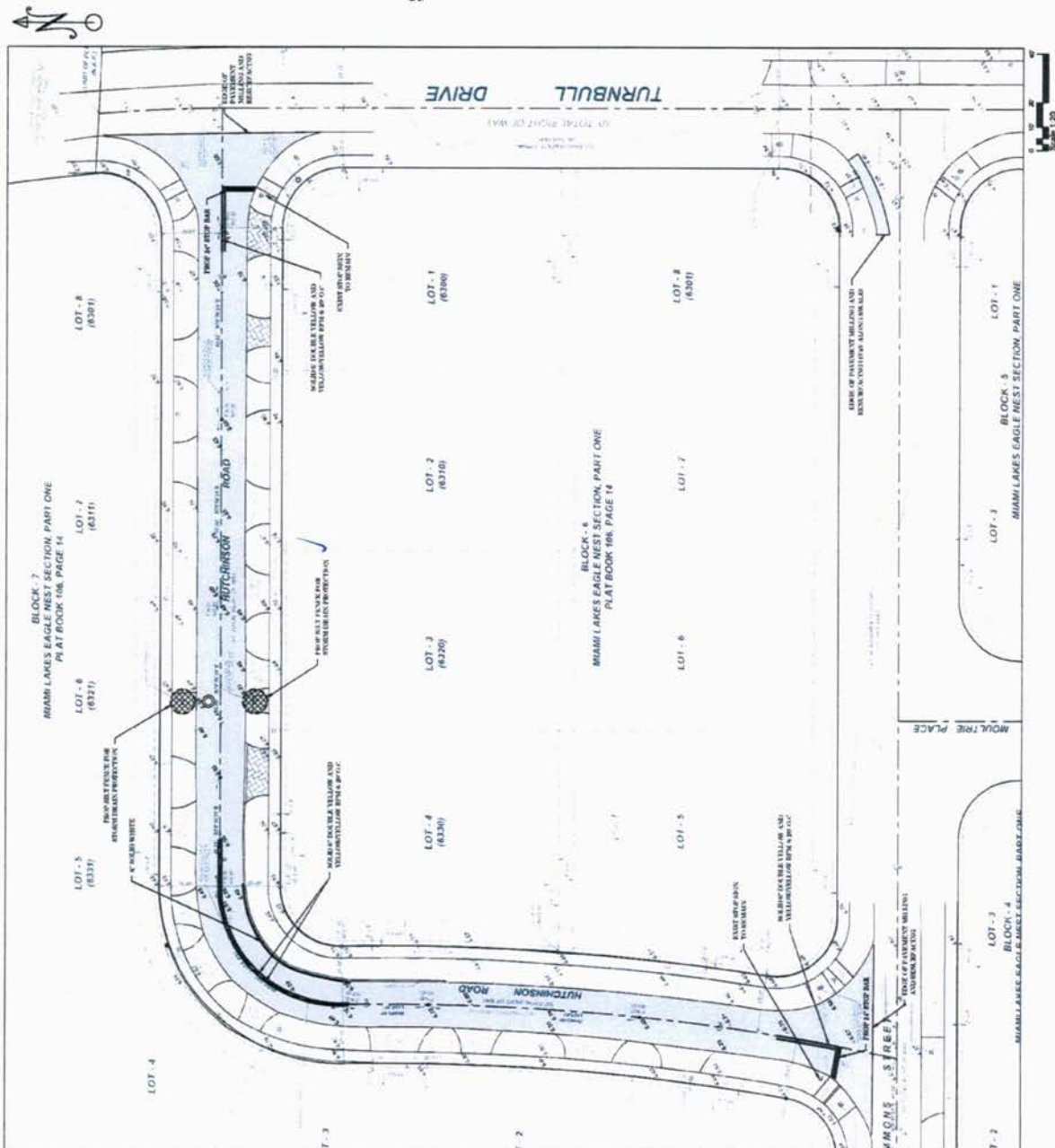


INLET PROTECTION DETAIL

This method of inlet protection is applicable where the inlet drains a relatively flat area (slopes not greater than 1%) where sheet or overland flows (not exceeding 0.5 cfs) are typical. The method shall not apply to inlets receiving concentrated flows, such as street or highway runoff.

### LEGEND

- | * CENTER LINE   |   |
|---|---|
|  | PAVEMENT REACTION STRIPS (ASPHALT) 3" x 10" |
|  | EXPOSED CATCH BASINS                        |
|  | 100-67% APPROXIMATE                         |
|  | PROPOSED RETAIN WALLS                       |
|  | PROPOSED TRAILS PROTECTED                   |



REVISIONS

DATE

BY

CHKD

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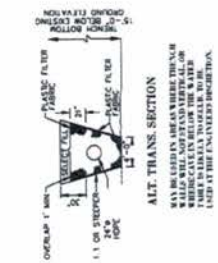
DATE

ERNESTO A. PEREZ, P.E.  
PROFESSIONAL ENGINEER  
6370 Northwinds Terrace  
Miami Lakes, FL 33014  
PH. NO. (305) 364-6128

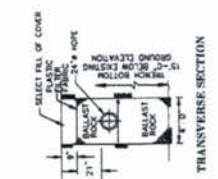


# HUTCHINSON ROAD SECTION AND DETAILS

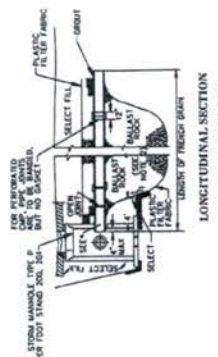
DRAWN BY: ERNESTO A. PEREZ  
CHECKED BY: J. L. BROWN  
DATE: 7/1/2013  
PROJECT NO.: 15-000000  
SHEET NO.: C-3



ALT. TRANS. SECTION  
WAYS BE USED IN AREAS WHERE THERE IS  
A HIGH WATER TABLE OR WHERE THE  
TRENCH IS TO BE USED FOR WATER  
TREATMENT. THE TRENCH SHALL BE  
USED IN THE INSTALLED CONDITION.



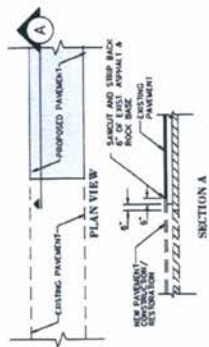
TRANSVERSE SECTION  
WAYS BE USED IN AREAS WHERE THERE IS  
A HIGH WATER TABLE OR WHERE THE  
TRENCH IS TO BE USED FOR WATER  
TREATMENT. THE TRENCH SHALL BE  
USED IN THE INSTALLED CONDITION.



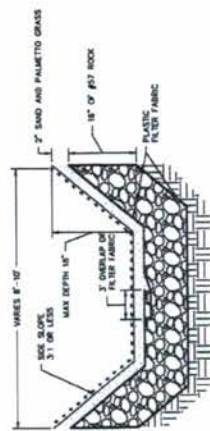
LONGITUDINAL SECTION  
WAYS BE USED IN AREAS WHERE THERE IS  
A HIGH WATER TABLE OR WHERE THE  
TRENCH IS TO BE USED FOR WATER  
TREATMENT. THE TRENCH SHALL BE  
USED IN THE INSTALLED CONDITION.

NOTES:  
1. THE TRENCH SHALL BE USED IN AREAS WHERE THERE IS A HIGH WATER TABLE OR WHERE THE TRENCH IS TO BE USED FOR WATER TREATMENT. THE TRENCH SHALL BE USED IN THE INSTALLED CONDITION.  
2. THE TRENCH SHALL BE USED IN AREAS WHERE THERE IS A HIGH WATER TABLE OR WHERE THE TRENCH IS TO BE USED FOR WATER TREATMENT. THE TRENCH SHALL BE USED IN THE INSTALLED CONDITION.  
3. THE TRENCH SHALL BE USED IN AREAS WHERE THERE IS A HIGH WATER TABLE OR WHERE THE TRENCH IS TO BE USED FOR WATER TREATMENT. THE TRENCH SHALL BE USED IN THE INSTALLED CONDITION.

## EXFILTRATION TRENCH DETAIL



## CONNECTION NEW/EXISTING PAVEMENT



## SWALE DETAIL



## CROSS SECTION OF ROADWAY DETAIL

GENERAL NOTES

1. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF THE TOWN OF MIAMI LAKES, MIAMI DADE COUNTY, FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) AND ALL OTHER LOCAL AND NATIONAL CODES WHERE APPLICABLE.
2. ALL CONSTRUCTION SHALL BE DONE IN A SAFE MANNER. SPECIFICALLY, THE RULES AND REGULATIONS OF THE GOLE PERSONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) AND THE RULES OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) SHALL BE STRICTLY OBSERVED.
3. THE CONTRACTOR SHALL OBTAIN A SUFFICIENT CERTIFICATE OF INSURANCE AT LEAST 30 DAYS PRIOR TO BEGINNING ANY CONSTRUCTION.
4. PRIOR TO BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THE SAFE LOCATION, DIMENSIONS AND MATERIALS OF ALL EXISTING UTILITIES WITHIN THE AREA OF CONSTRUCTION.
5. EXISTING UTILITIES LOCATIONS SHOWN ON THESE PLANS ARE APPROXIMATE. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF EXISTING UTILITIES SHOWN ON THESE PLANS.
6. ALL UTILITIES SHALL BE PROTECTED AND MAINTAINED TO REMAIN AS SHOWN. UTILITIES SHALL BE PROPERLY MARKED AND BARRICADED TO AVOID THE SAFETY OF THE PUBLIC AND SHALL BE PROTECTED BY THE CONTRACTOR.
7. ALL EXISTING UTILITIES SHALL BE PROTECTED BY THE CONTRACTOR. A MINIMUM 18" DRAINAGE SHALL BE PROVIDED TO THE PROTECTED UTILITIES. THE WATER MAINS SHALL BE PROTECTED BY THE CONTRACTOR.
8. ALL EXISTING UTILITIES SHALL BE PROTECTED BY THE CONTRACTOR. A MINIMUM 18" DRAINAGE SHALL BE PROVIDED TO THE PROTECTED UTILITIES.
9. ALL EXISTING UTILITIES SHALL BE PROTECTED BY THE CONTRACTOR. A MINIMUM 18" DRAINAGE SHALL BE PROVIDED TO THE PROTECTED UTILITIES.
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17. ALL EXISTING UTILITIES SHALL BE PROTECTED BY THE CONTRACTOR. A MINIMUM 18" DRAINAGE SHALL BE PROVIDED TO THE PROTECTED UTILITIES.

Standard Project Plan Notes

Item No.	Title	Description
1	Utility Protection	Contractor is responsible for all utility protection and safety measures. Contractor is to provide all necessary equipment and materials for utility protection. Contractor is to provide all necessary equipment and materials for utility protection.
2	Deep Drawings & Submittals	Contractor is to provide all necessary equipment and materials for utility protection. Contractor is to provide all necessary equipment and materials for utility protection.
3	Site Investigation	Contractor is to provide all necessary equipment and materials for utility protection. Contractor is to provide all necessary equipment and materials for utility protection.
4	Health Safety Act Certification	Contractor is to provide all necessary equipment and materials for utility protection. Contractor is to provide all necessary equipment and materials for utility protection.
5	Working Utilities	Contractor is to provide all necessary equipment and materials for utility protection. Contractor is to provide all necessary equipment and materials for utility protection.
6	Protection of Property, Utilities, & the Public	Contractor is to provide all necessary equipment and materials for utility protection. Contractor is to provide all necessary equipment and materials for utility protection.
7	As Built Drawings	Contractor is to provide all necessary equipment and materials for utility protection. Contractor is to provide all necessary equipment and materials for utility protection.
8	Compliance with Applicable Laws	Contractor is to provide all necessary equipment and materials for utility protection. Contractor is to provide all necessary equipment and materials for utility protection.
9	Item Furnished	Contractor is to provide all necessary equipment and materials for utility protection. Contractor is to provide all necessary equipment and materials for utility protection.
10	Inspection of the Work	Contractor is to provide all necessary equipment and materials for utility protection. Contractor is to provide all necessary equipment and materials for utility protection.

HUTCHINSON ROAD  
GENERAL AND PAVEMENT MARKING NOTES



ERNESTO A. PEREZ, P.E.  
PROFESSIONAL ENGINEER  
LIC. P.E. NO. 22120  
MIAMI LAKES, FL 33016  
PH. NO. (305) 364-0100

REVISIONS  
NEW DATE  
BY  
1/1/2023  
1/1/2023  
1/1/2023  
1/1/2023

NAME OF PROJECT  
DATE  
SCALE  
SHEET NO.  
SHEET TOTAL  
C-4

**Bid Tabulation**

<b>Bidder's Name</b>	<b>Total Bid Amount</b>	
Metro Express, Inc.	\$	82,935.00
Terra Hyle Contractors, Inc.	\$	87,440.00
Maggolc, Inc.	\$	88,075.00
JVA Engineering Contractor, Inc.	\$	86,965.00
Roadway Construction, LLC	\$	117,354.84
LCCI Construction	\$	108,015.00

[illegible]





## **Town of Miami Lakes Memorandum**

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**To:** Honorable Mayor and Councilmembers

**From:** Gina M. Inguanzo, Town Clerk

**Subject:** Approval of Minutes

**Date:** January 17, 2017

---

### **Recommendation:**

Approval of Minutes

- December 6th 2016 Regular Council Meeting
- December 14th 2016 Attorney-Client Executive Session
- December 28th 2016 Madden's Hammock Meeting

### **Attachments:**

**December 6 2016 Regular Council Meeting Minutes**

**December 14 2016 Attorney Client Executive Session Minutes**

**December 28 2016 Madden's Hammock Meeting**

**MINUTES**  
**Regular Council Meeting**  
**December 6, 2016**  
**6:30 PM**  
**Government Center**  
**6601 Main Street**  
**Miami Lakes, Florida 33014**

**1. CALL TO ORDER:**

Mayor Cid called the meeting to order at 6:45 pm.

**2. ROLL CALL:**

The Town Clerk, Gina Inguanzo, called the roll with the following Councilmembers present: Luis Collazo, Tim Daubert, Ceasar Mestre, Frank Mingo, Tony Lama, Nelson Rodriguez and Mayor Manny Cid.

**3. MOMENT OF SILENCE**

Mr. Ramiro Inguanzo led the invocation.

**4. PLEDGE OF ALLEGIANCE:**

Joshua Dieguez led the Pledge of Allegiance.

**5. SPECIAL PRESENTATION:**

Mayor and Town Council gave a special recognition to the Senior Games MVP Award winners, George and Nancy Pringle.

Bella Mar Real Estate Group presented a check to the town council for \$10,000 as a title sponsor for the Movies in the Park series.

Councilman Nelson Rodriguez presented a special recognition to Standing Innovations Catering, who received the “Minority Supplier of the Year” award by the Florida State Minority Council.

Councilman Ceasar Mestre presented a special recognition to Ms. Mayri Martinez, the Bob Graham Education Center Dance Team Coach.

Mayor and Town Council presented a proclamation to the Zonta Club of Miami Lakes. Mayor Cid proclaimed December 6, 2016 as Zonta Says no to Violence against Women and Girls Day.

## **6. ELECTION OF VICE MAYOR:**

The Council submitted ballots, thereby casting its vote for Vice Mayor. Councilmember Tony Lama received 6 nominations. Councilmember Nelson Rodriguez received 1 nomination. Thus, Councilmember Tony Lama became the Vice Mayor.

## **7. PUBLIC COMMENTS:**

Angelo Garcia came before the Town Council to speak about the canal stabilization project. He believes it is not up to par. He would like Town Staff, Mayor and Council to visit the project.

Roy M Hartman came before the Town Council to discuss item 14. His client, Caballero & Fierman, was the top ranked bidder. However, he claims a bid protest was made by RTC for local business preference at the last Council meeting and RTC did not follow the proper procedure for a bid protest. As such, Mr. Hartman's clients have filed a formal bid protest. He also states that RTC should not receive local business preference points because the amount of employees they have living in the town is less than the required amount in our Town ordinance.

Joshua Dieguez came before the town Council to extend his well-wishes to the newly elected councilmembers. He also asked the Council to take into consideration lake quality issues in the town and charter revision issues such as the selection of the Town Attorney and Town Manager.

Gloria Garcia gave her time to Lynn Matos to speak on Relay for Life.

Lynn Matos came before the town council to speak about Relay for Life. She asked for support from the Town Council for the Relay for Life event and invited them to the kick-off event.

Grace Loeb came before the Town Council to speak about the Guardian Hands Foundation. She invited the Mayor and Council to a Charity event the Guardian Hands foundation is hosting giving mother's makeovers. She congratulated the newly elected councilmembers and brought flowers for Mayor Cid.

Dave Oliver came before the Town Council to speak about the Optimist Park and how long it has taken the construction company to do work.

Dr. Dave Bennet came before the Town Council to speak about the traffic situation. He states it is damaging to the town's businesses.

Sebastian Salas and Erick Rivera came before the Town Council to speak about their company, Wunderthought, which seeks to help schools with funding. They sought support from the Mayor and Council.

Esther Bonnie Cintron came before the Town Council to request that our town have someone attend the public hearing about the "Dream Mall."

#### **8. ORDER OF BUSINESS (DEFERRALS/ADDITIONS/DELETIONS):**

Councilmember Rodriguez requested to defer 15A, so that it can be workshop. Councilmember Daubert asked to add an item to 15C, so that the Marines Corps Toys for Tots Program can be added along with the Town Toy Drive. Councilmember Collazo asked to co-sponsor item 15C and asked if Toy Drive could partner with the Elderly Affairs Committee.

Councilmember Daubert made a motion for the agenda to be adopted as amended. Vice mayor Lama seconded the motion and all were in favor.

#### **9. APPOINTMENTS:**

Ms. Gunila Crawford was appointed to the Elderly Affairs Committee, nominated by Councilmember Mingo.

Mr. Fred Senra was appointed to the Planning & Zoning, nominated by Councilmember Nelson Rodriguez.

Mr. Jose Zelaya was appointed to the Neighborhood Improvement Committee, nominated by Luis Collazo.

Councilmember Daubert made a motion to approve the appointment and the motion received a second from Councilmember Rodriguez. All were in favor.

#### **10. COMMITTEE REPORTS:**

- a. Economic Development Committee
- b. Elderly Affairs Committee
- c. Miami Lakes Youth Council Report

#### **11. CONSENT CALENDAR:**

Vice Mayor Lama made a motion to approve all the items on the Consent Calendar. Councilmember Mestre seconded the motion and all were in favor.

- A. Approval of Minutes

- November 1, 2016, Regular Council Meeting Minutes.

Approved on Consent.

- B. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, TO APPROVE AWARD OF A CONTRACT FOR RFP 2016-47, STATE LOBBYING SERVICES, IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS FOR THREE YEARS WITH TWO (2) ONE-YEAR OPTIONS TO RENEW TO SOUTHERN STRATEGY GROUP; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. (Rey)

Approved on Consent.

- C. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, MODIFYING THE BUDGET APPROVED BY ORDINANCE NO. 16-197; MODIFYING BUDGETED LINE ITEMS; AUTHORIZING THE TOWN MANAGER TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THIS RESOLUTION; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.(Rey)

Approved on Consent.

- D. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, TO AUTHORIZE THE TOWN MANAGER TO ACCEPT A COOPERATIVE FUNDING PROGRAM (CFP) GRANT, AND ENTER INTO AN AGREEMENT WITH THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD) FOR THE MIAMI LAKES LAKE SARAH DRAINAGE IMPROVEMENTS PROJECT; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Approved on Consent.

- E. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AWARDING CONTRACT FROM CALL TO ARTIST TO HANS FEYERABEND NOT TO EXCEED \$11,900.00; AUTHORIZING THE TOWN MANAGER TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE CONTRACT; PROVIDING FOR INCORPORATION RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE. (REY)

Approved on Consent.



## **12. ORDINANCES-SECOND READING (PUBLIC HEARING):**

- A. ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING THE TOWN OF MIAMI LAKES LAND DEVELOPMENT CODE BY AMENDING ARTICLE III, BY AMENDING LANGUAGE IN SECTION 13-308; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; AND PROVIDING FOR AN EFFECTIVE DATE. (Lama)

The Town Attorney, Raul Gastesi, read the title of the Ordinance into the record.

Mayor Cid opened the public hearing. Being that no one wished to speak, the Mayor closed the public hearing.

Vice Mayor Lama made a motion to adopt the ordinance in second reading. The ordinance received a second from Councilmember Mestre. The Town Clerk called the roll and the ordinance passed 6-1. Mayor Cid voted in opposition.

## **13. QUASI-JUDICIAL ITEMS/APPEALS (PUBLIC HEARING):**

QUASI-JUDICIAL PUBLIC HEARINGS – Please be advised that the following item on the Board's agenda is quasi-judicial in nature. An opportunity for persons to speak on this item will be made available after the applicant and staff have made their presentations on the item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to cross-examination. If you do not wish to be either cross-examined or sworn, your testimony will be given its due weight. The general public will not be permitted to cross-examine witnesses, but the public may request the Board to ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Any person presenting documents to the Board should provide the Town Clerk with a minimum of 10 copies. Further details of the quasi-judicial procedure may be obtained from the Clerk.

- A. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING A REQUEST IN ACCORDANCE WITH SUBSECTION 13-308(F)(2) OF THE LAND DEVELOPMENT CODE FOR A PRELIMINARY PLAT ENTITLED "BOB GRAHAM BUILDING", APPROVING A SITE PLAN IN ACCORDANCE WITH SECTION 13-304 OF THE LAND DEVELOPMENT CODE, SUBMITTED FOR PROPERTY LOCATED WEST OF OAK LANE AND SOUTH OF GOVERNOR'S SQUARE BOULEVARD, MIAMI LAKES, FLORIDA, IN THE IU-C ZONING DISTRICT; PROVIDING FINDINGS; PROVIDING FOR APPROVAL; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATION OF CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR AN EFFECTIVE DATE. (Rey)

The Town Attorney, Raul Gastesi, read the title of the Resolution into the record. The Town Clerk swore in anyone wishing to speak on the four quasi-judicial items to be discussed.

Mayor Cid opened the public hearing.

Brandon Schaad, Director of Planning & Zoning, presented the item and answered questions posed by the Board.

Robert Elias, the Applicant, spoke in favor of the resolution.

There being no one else willing to speak, Mayor Cid closed the public hearing.

Vice Mayor Lama made a motion to approve the Preliminary Plat entitled “Bob Graham Building” and to approve the Site Plan in accordance with section 13-304 of the Land Development Code submitted for the property located west of Oak land and south of Governor’s Square Boulevard. Councilmember Mestre seconded the motion. The Town Clerk called the roll and the resolution passed unanimously.

B. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING A REQUEST IN ACCORDANCE WITH SECTION 13-303 OF THE TOWN OF MIAMI LAKES LAND DEVELOPMENT CODE FOR A PRELIMINARY PLAT ENTITLED “GOVERNORS SQUARE SENIOR COMMUNITY” SUBMITTED FOR PROPERTY LOCATED ON THE WEST SIDE OF OAK LANE ACROSS FROM THE INTERSECTION OF NW 146<sup>TH</sup> STREET, MIAMI LAKES, FLORIDA, IN THE IU-C ZONING DISTRICT; PROVIDING FINDINGS; PROVIDING FOR APPROVAL; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATION OF CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR AN EFFECTIVE DATE. (Rey)

The Town Attorney, Raul Gastesi, read the title of the Resolution into the record.

Mayor Cid opened the public hearing.

Brandon Schaad, Director of Planning & Zoning, presented the item and answered questions posed by the Board.

Robert Elias, the Applicant, spoke in favor of the resolution.

Councilmember Collazo made a motion to approve the Preliminary Plat entitled “Governors Square Senior Community” submitted for the property located west side of Oak Lane across from the intersection of NW 146<sup>th</sup> Street. Vice Mayor Lama seconded the motion. The Town Clerk called the roll and the resolution passed unanimously.

C. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING A REQUEST IN ACCORDANCE WITH SUBSECTION 13-308(F)(2) OF THE TOWN OF MIAMI LAKES LAND DEVELOPMENT CODE FOR A PRELIMINARY PLAT ENTITLED “TGC LAKESIDE II” SUBMITTED FOR PROPERTY LOCATED NORTH OF COMMERCE WAY ON THE EAST AND WEST SIDES OF THEORETICAL NW 82ND AVENUE, MIAMI LAKES, FLORIDA, IN THE BU-2 ZONING DISTRICT; PROVIDING FINDINGS; PROVIDING FOR APPROVAL; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATION OF CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR AN EFFECTIVE DATE. (Rey)

The Town Attorney, Raul Gastesi, read the title of the Resolution into the record.

Mayor Cid opened the public hearing.

Brandon Schaad, Director of Planning & Zoning, presented the item and answered questions posed by the Board.

Vice Mayor Lama made a motion to approve the Preliminary Plat for the property located north of commerce way on the east and west sides of theroretical NW 82<sup>nd</sup> Avenue. Councilmember Mestre seconded the motion. The Town Clerk called the roll and the resolution passed unanimously.

D. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING A REQUEST IN ACCORDANCE WITH SUBSECTION 13-308(F)(2) OF THE LAND DEVELOPMENT CODE FOR A PRELIMINARY PLAT ENTITLED "TGC BUILDING 64 AND 65", APPROVING A SITE PLAN IN ACCORDANCE WITH SECTION 13-304 OF THE LAND DEVELOPMENT CODE, SUBMITTED FOR PROPERTY LOCATED AT THE SOUTHWEST CORNER OF COMMERCE WAY AND NW 82<sup>ND</sup> AVENUE, MIAMI LAKES, FLORIDA, IN THE IU-C ZONING DISTRICT; PROVIDING FINDINGS; PROVIDING FOR APPROVAL; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATION OF CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR AN EFFECTIVE DATE. (Rey)

The Town Attorney, Raul Gastesi, read the title of the Resolution into the record.

Mayor Cid opened the public hearing.

Brandon Schaad, Director of Planning & Zoning, presented the item and answered questions posed by the Board.

Carol Wyllie, the Applicant, spoke in favor of the resolution.

The Mayor called for a five minute recess.

The Town Clerk called the roll and all the councilmember were present.

Jose Aguada, architect from the Applicant, spoke in favor of the landscaping of building 64 & 65.

Councilmember Mingo made a motion to approve the Preliminary Plat and Site Plan for the property located at the SW corner of Commerce Way and the NW 82<sup>nd</sup> Avenue. The motion was seconded by Vice Mayor Lama. The Town Clerk called the roll and the resolution passed unanimously.

#### **14. RESOLUTIONS:**

A. RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AWARDDING THE CONTRACT FOR FALSE ALARM MONITORING SERVICES BETWEEN AOT PUBLIC SAFETY CORPORATION DBA PUBLIC SAFETY CORPORATION AND THE TOWN OF MIAMI LAKES IN THE ANNUAL AMOUNT NOT TO EXCEED BUDGETED

FUNDSBY WAIVING THE COMPETITIVE PROCUREMENT BIDDING PROCESS; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY 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; AND PROVIDING FOR AN EFFECTIVE DATE.(Rey)

The Town Attorney, Raul Gastesi, read the resolution. Councilmember Mestre made a motion to pass the resolution. The motion received a second from Councilmember Rodriguez. The Town Clerk called the roll and all were in favor.

B. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE SHORTLIST ESTABLISHED BY THE AUDITOR SELECTION COMMITTEE AND APPROVING THE COMMITTEE'S RECOMMENDATION TO AWARD RFP 2016-46 INDEPENDENT AUDITING SERVICES TO ONE OF THE THREE HIGHEST RANKED FIRMS; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. (Rey)

The Town Attorney, Raul Gastesi, read the resolution. Mayor Cid and Councilmember Mingo recused themselves from this item.

Councilmember Daubert made a motion to accept the committee's recommendation to award RFP 2016-46 to Alberni, Caballero and Fierman, LLP. The motion was seconded by Councilmember Mestre. Councilmember Rodriguez made a friendly amendment to limit the length of the contract to one (1) year. The amendment to the motion was accepted by Councilmember Rodriguez. On the amendment to the motion, the Town Clerk called the roll and the amendment passed 5-0. Mayor Cid and Councilmember Mingo were recused.

The Town Clerk called the roll for the original motion with the amendment, and it passed 5-0. Mayor Cid and Councilmember Mingo were recused.

## **15. NEW BUSINESS:**

A. Appeal of Zoning/ Special Master Decisions

Item 15A was deferred by Councilmember Rodriguez, so that it could be workshopped.

B. Cheese-A-Palooza Hosted in Miami Lakes (Cid)

Mayor Cid made a motion for the Town of Miami Lakes to host Cheese-A-Palooza event and to waive the permit fees and any park rental fees regarding this event.

Councilmember Rodriguez seconded the motion. After some discussion, Mayor Cid withdrew his motion.

Vice Mayor Lama made a motion for the Town of Miami Lakes to host Cheese-A-Palooza event and suggested by Mayor Cid, to waive the special permit fees and also ask the Town Manager and staff to come back with policy and recommendation on how can we encourage these events and contribute to our community, but at the same time, to take into consideration the financial burden of doing these events for the first time. The motion was seconded by Councilmember Mingo and all were in favor.

C. 4<sup>th</sup> Annual Toy Drive (Mingo, Daubert, Collazo)

Councilmember Mingo made a motion for the Town of Miami Lakes to host the 4<sup>th</sup> Annual Toy Drive, to partner up with the Youth Activity Task Force and to add a box to the Toys for Tots to be placed on the reception area of Town Hall, so that these toys benefit *His House Children's Home* and the *Nicklaus Children's Hospital* of Miami Lakes. The motion was seconded by Councilmember Daubert and all were in favor. Councilmember Collazo asked to be included as a co-sponsor and he mentioned that the Elderly Affairs Committee would also partner up with the Toy Drive.

D. Moratorium for Dispensaries (Mestre)

Councilmember Mestre made a motion requesting that an ordinance imposing a six (6) month moratorium for marijuana dispensaries within our town limits be drafted and brought back to the Town Council on the January meeting. The motion was seconded by Councilmember Rodriguez and all were in favor.

E. Fencing Around Construction Sites (Rodriguez)

Councilmember Rodriguez made a motion for a protective fence or green mesh to be put around construction sites of new homes or vacated property. Vice Mayor Lama seconded the motion. Councilmember Mestre made a friendly amendment to impose a requirement on non-residential properties, that an image of what's proposed, what's going to be coming there, or putting the Miami Lakes Growing Beautifully on the mesh. Councilmember Rodriguez seconded the motion. After some discussion, Councilmember Mestre pulled the amendment.

F. Special Taxing District (Cid, Lama)

\*This item will require the waiver of section 7.3 of the Special Rules of Order from the Town of Miami Lakes.



Vice Mayor Lama made a motion to waive section 7.3 of the Special Rules of Order from the Town of Miami Lakes. Councilmember Collazo seconded the motion and all were in favor.

Mayor Cid made a motion to direct the Town Manager to engage with HOA's to determine if they want to participate in the new special taxing district and to begin the process of turning them over. Vice Mayor Lama asked to be co-sponsor on this item. The motion was seconded by Vice Mayor Lama and all were in favor.

## **16. MAYOR AND COUNCILMEMBER REPORTS:**

### **A. Venomous Snakes in Miami Lakes (Cid)**

Mayor Cid stated that many residents have been seeing snakes and water moccasins after the construction of the Lennar homes. Mayor Cid just wants the Town to be well aware with this issue and that he anticipates this being an issue at the Dog Recreation Area, due to its proximity to the canal.

### **B. MDX Meeting (Lama)**

\*This item will require the waiver of section 7.3 of the Special Rules of Order from the Town of Miami Lakes.

Councilmember Rodriguez made a motion to waive section 7.3 of the Special Rules of Order from the Town of Miami Lakes. Councilmember Collazo seconded the motion and all were in favor.

Vice Mayor Lama stated that Mayor Cid, Councilmember Rodriguez and himself had a meeting with MDX and he explained that there is a real possibility that within the next two (2) years, NW 67<sup>th</sup> Avenue will have an on ramp onto the Gratigny and that will improve the interconnectedness of Northwest Miami- Dade County and alleviate the traffic on 67<sup>th</sup> Avenue and on 154. Vice Mayor Lama also stated that Miami Lakes needs access to I-75, without having to get on 154 or drive to Miami Gardens Drive.

### **C. Zip Code (Cid)**

\*This item will require the waiver of section 7.3 of the Special Rules of Order from the Town of Miami Lakes.

## **17. MANAGER'S REPORT:**

### **a. January Council Meeting Date**

The Town Manager, Alex Rey, requested for the January Regular Council Meeting, which is scheduled to take place on January 3<sup>rd</sup>, to be changed to January 17<sup>th</sup>, because the Agenda would have to go out between the Christmas and New Year's Holiday, and that allows very little time for staff to prepare the agenda. Councilmember Collazo made the motion to move the January Meeting to the 17<sup>th</sup>. Councilmember Mestre seconded the motion and all were in favor.

b. Dog Recreation Area Name Selection

Mrs. Melissa Cid gave a report on the Dog Recreation Area Volunteer Group and explained that the Town created this group to assist in the planning and the future development of our Dog Recreational Area. She also explained that last year, the Town had a Dog Recreational Area naming contest online, which received 46 submissions and the name selected was "K-9 Cove".

Mayor Cid made a motion to adopt the name K-9 Cove for the Dog Recreational Area. The motion received a second from Councilmember Rodriguez and all were in favor.

## **18. ATTORNEY'S REPORT:**

a. Attorney Report on Pending Litigation

Regarding the Lochness case, a complaint was filed in court. He stated that because it is a procedure the Town can try to come to a resolution and if not, come to a Special Master Hearing to make a decision. The decision would not be binding on the town. Pursuant to the procedures, the attorney will pursue mediation. He requested an executive session, if it is allowable. He also stated the former mayor's case is heating up. Clerk will schedule an executive session for it.

b. Settlement of Foreclosure Matter

The Town Attorney, Raul Gastesi, explained that there were 5 liens on a property and 3 of them were foreclosed, 2 of them are trying to clean up the title work. The Town had very little chance of recovery and they offered the Town \$500 and the Town accepted to settle the case.

c. Cellular Telephone Towers

The Town Attorney, Raul Gastesi, spoke about new state legislation on Cellphone Towers. He would like to discuss the alternatives to how to approach this issue. The Town Manager has set up meetings with the City of Miami Beach to discuss their approach. The Town Attorney stated he would like a workshop with the council to discuss the new legislation.

**ADJOURNMENT:**

There being no further business to come before the Council, the meeting adjourned at 8:38 pm.

Approved on this 17<sup>th</sup> day of January 2017.

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Manny Cid, Mayor

Attest:

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Gina M. Inganzo, Town Clerk

**MINUTES**  
**ATTORNEY-CLIENT EXECUTIVE SESSION**  
**December 14, 2016**  
**6:00 p.m.**  
**Town Hall**  
**6601 Main Street, Miami Lakes, FL 33014**

**1. Call to Order**

Mayor Manny Cid called the meeting to order at 6:15 p.m.

**2. Roll Call**

The Town Clerk, Gina Inguanzo, called the roll and the following Councilmembers were present: Luis Collazo, Tim Daubert, Ceasar Mestre, Frank Mingo, Nelson Rodriguez and Mayor Manny Cid. Vice Mayor Tony Lama was absent.

**3. Pledge of Allegiance**

Councilmember Tim Daubert led the pledge of allegiance.

**4. Moment of Silence**

Councilmember Luis Collazo led the invocation.

**5. Recess of the Public Meeting and beginning of the closed Executive Attorney-client Session:**

Mayor Manny Cid announced that the council was going into a closed attorney client session, pursuant to Section 286.011(8) of the Florida Statutes, to discuss strategy related to litigation expenditures and/or settlement negotiations in the following case:

1. Michael A. Pizzi, Jr., vs. Town of Miami Lakes, Florida [Miami-Dade Case No.: 15-019303-CA-01(05)]

Mayor Manny Cid announced that Florida Statute Section 286.011(8) provides an exemption from public meetings law in order to allow the Town Council to conduct a closed session to discuss litigation expenditures and /or settlement negotiations. Then he read the names of the individuals attending the attorney-client session. The individuals were: Councilmembers Luis Collazo, Tim Daubert, Ceasar Mestre, Frank Mingo, Nelson Rodriguez and Mayor Manny Cid; Town Manager Alex Rey, Town Attorney's Raul Gastesi, Jr., and Lorenzo Cobiella; and Town's litigation counsel, Onier Llopiz and Joan Carlos Wize; and, a Certified Court Reporter.

Once the names were read, only the individual's whose names were read, left the Council Chambers and moved to the Community Conference Room at 6:19 pm, to initiate the closed

session.

Following the closed session and termination of the Executive Attorney-Client session, the Town Council returned to the Council Chambers and reconvened in open session. Mayor Manny Cid reopened the public meeting and stated for the record that the private attorney-client session had concluded. The Town Clerk, called the roll with the following Councilmembers being present: Luis Collazo, Tim Daubert, Ceasar Mestre, Frank Mingo, Nelson Rodriguez and Mayor Manny Cid. Vice Mayor Tony Lama was absent. No motions were made.

## **6. Adjournment**

There being no further business, the meeting adjourned at 8:10 pm.

Approved this \_\_\_\_ day of \_\_\_\_\_, 2017.

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Manny Cid, Mayor

Attest:

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Gina M. Inganzo, Town Clerk



**MINUTES**  
**Madden's Hammock Meeting Minutes**  
**December 28, 2016**  
**10:00 a.m.**  
**Mayor's Conference Room**  
**6601 Main Street**  
**Miami Lakes, FL 33014**

**I. Call to Order:**

The meeting began at 10:15 AM.

The following individuals were present: Mayor Manny Cid; Councilman Luis E. Collazo; Tony Lopez, Chief of Operations; Bob Carr, FPAN; and Priscilla Aleman.

**II. Discussion of Madden's Hammock**

Priscilla Aleman spoke about art in public places and what she envisioned with Madden's Hammock. She showed Mayor Cid and Councilman Collazo her design concepts. The archeological importance of the project was discussed. Tony Lopez spoke about the Town's history with Madden's Hammock. It was decided that interested parties would create a work group to further discuss the project.

**III. Adjournment**

There being no more items to discuss, the meeting ended at 4:23 pm.

Approved this 17th day of January 2017

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Manny Cid, Mayor

Attest:

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Gina M. Inguanzo, Town Clerk



## **Town of Miami Lakes Memorandum**

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**To:** Honorable Mayor and Town Council

**From:** Alex Rey, Town Manager

**Subject:** FY 2016-17 Carryforward Budget Amendment

**Date:** January 17, 2017

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### **Recommendation:**

Approve an amendment to the FY 2016-17 Budget to carry over the prior year's estimated surplus to fund the following: the completion of projects that were budgeted and commenced, but not completed in the prior fiscal year; allocate funds for legal fees/settlement of prior Mayor's claim against the Town; and allocate funds for one-time operating and/or capital improvement expenditures. In addition, this budget amendment recognizes grants awarded to the Town, as well as donations received and their related appropriations for specific Town events. The proposed line item modifications are described below and summarized in Exhibit A and Exhibit B.

### **Background:**

#### **GENERAL FUND**

The General Fund Balance at the beginning of FY 2015-16 was approximately \$4,567,000. During the year, \$1,504,340 was transferred from Fund Balance for FEMA reimbursement (\$747,000), additional funding of legal fees and a litigation reserve (\$550,000), special election mail ballot (\$75,000), and other miscellaneous projects (\$132,340) including the Town's marketing initiative, software enhancements, and an increase in Public Officials Liability insurance premium. This reduced the Fund Balance to approximately \$3,062,000.

At the end of FY 2015-16, budgeted operations are estimated to result in a net surplus of approximately \$1,400,000 with an estimated \$1,328,165 of expenditures lower than budgeted, an excess of \$362,692 of revenues over budget, and a transfer out of \$291,334 to the Building Fund which represents the Building Departments accumulated fund balance as a result of the

separation from the General Fund. From the net surplus of approximately \$1,400,000 staff is now proposing to bring over \$1,399,523 into FY 2016-17 Budget: \$120,480 for projects that were budgeted but not completed, \$600,000 for legal fees in defending and/or potential settlement in the criminal case of Michael Pizzi vs Town of Miami Lakes, \$200,000 for beautification projects which includes a grant match of \$100,000, \$162,300 for parks improvements, employee retention program \$100,000, reinstate travel and training budget \$38,300, contractual legal services on land use development issues \$24,000 and \$20,000 for media strategy implementation and training. This will leave an unassigned reserve of \$134,443 to fund one-time projects at the Council's discretion.

The carryover amount to the General Fund FY 2016-17 Budget as proposed is summarized in the chart below and detailed in Exhibit A:

### **General Fund Carryover Summary**

Project Related Expense Carryover	\$120,480
Legal Fee Settlement	\$600,000
Beautification Projects	\$200,000
Parks Improvements	\$162,300
Employee Retention	\$100,000
Travel and Training	\$38,300
Legal Services - Land Use Development	\$24,000
Media Strategy Implementation & Training	\$20,000
<b>Subtotal for Carryover</b>	<b>\$1,265,080</b>
Unassigned Surplus	<u>\$134,443</u>
<b>Total Operating Surplus for Carryover</b>	<b>\$1,399,523</b>

Project Related Expense Carry-over - \$120,480 - The budget amendment includes the programming of expenses for projects that were budgeted but not completed in the prior fiscal year. It includes \$50,000 for Town Branding to market and bring new business to the Town of Miami Lakes; \$7,105 for the Strategic Plan web portal and Community Outreach; \$21,872 to replace the safety surface under the playground at Royal Oaks Park; \$21,000 for landscape and ground cover at the SE corner of 154th Street and Palmetto; \$11,240 for a new alarm/electrical panel at Mary Collins Community Center; \$4,998 for the replacement and installation of six (6) doors at Royal Oaks Park; and \$4,265 for entrance signs at Park West.

Legal Fee Settlement - \$600,000 – In the criminal case of Michael Pizzi vs Town of Miami Lakes staff is proposing to appropriate \$600,000 for the potential settlement of legal fees. At Council's discretion, this amount can either be appropriated as Litigation Reserves with this budget amendment or remain in Fund Balance for appropriation at a later date.

Beautification Projects - \$200,000 – As part of the Town's Strategic Plan Goals to enhance signature beauty and park landscape, staff is proposing to appropriate \$100,000 to complete tree and landscape installation and irrigation enhancements in accordance to the Beautification Master Plan along NW 154th Street between the Palmetto Expressway and NW 67th Avenue. In addition, the Town was awarded \$100,000 in grant funding from the Florida Department of Transportation which requires a Town match of \$100,000. This amendment allocates \$100,000 for the match from the prior year's operating surplus and transfers said amount to the Capital Projects Fund where the project is budgeted.

Parks Improvements - \$162,300 – Funding includes replacing the water fountains (\$20,000) and soccer goals (\$25,000) at Royal Oaks Park, new playground and safety surface at P84-West Lakes (\$25,000) and P91-Royal Oaks (25,000), drainage improvements at P87-Florinda Estates (\$17,000), swale curbing, sod and irrigation to address parking issues at P35-Big Cypress Drive (\$15,000), sod restoration at P44 & P45-Miami Lakes Drive (\$6,800), remove playground at P69-Lake Sandra (\$5,000), and the replacement of rule signs (\$23,500) throughout the Town's 92 mini parks phased over years.

Employee Retention - \$100,000 - At the September 2016 Council meeting, staff was directed to develop an employee retention program to be presented to Council in April 2017. This amendment sets aside a portion of the cost (\$100,000) from the prior year operating surplus to implement the employee retention plan, upon Council approval. Proposed elements of the program will include wellness initiatives, customer service training and professional development, employee recognitions and rewards as well as bonuses to bring employees closer to the average compensation for comparable positions.

Travel and Training - \$38,300 – At the December Meeting, Council approved fully reinstating the travel, training and education budget using the prior year's surplus funds. However, due to the immediate need for available funds to accommodate Council and staff training and travel prior to the adoption of the carryover budget amendment, instead, a budget revision was approved and processed to temporarily transfer \$10,000 from the Independent Audit line item to cover registration, training, travel and per diem. This amendment reverses the \$10,000 to the Independent Audit line item and fully reinstates the Travel, Training and Education Budget at \$38,300 across Town Council and General Fund staff.

Legal Services for Land Use Development - \$24,000 – The Town is dealing with several complicated development, and planning/land use requests including the Lennar development, Graham developments, Loch Ness development law suit and others. As a result, in coordination with the Town Attorney, staff recommends retaining legal specialized outside counsel to protect the best interest of the Town.

Media Strategy Implementation and Training - \$20,000 - This initiative proposes to hire a consultant to assist the Town with increasing public awareness of the Town through local, regional, and national news media. The goal is to develop and maintain a narrative in the public eye, showcasing the Town of Miami Lakes, not as a continuation of its recent past at the mayoral level, but instead as the vibrant, positive, growing community it truly is. The consulting firm will provide multiple facets of media training, including media optimization, which will cover how to identify, develop, pitch and market positive news stories involving the Town, its leaders, employees, and residents. The media strategy consulting firm will also provide one-on-one training for those designated by the Town Manager, who will represent the Town in media interviews. The consultant will also provide guidance, direction and feedback on editorials, news releases, and other written materials. Additionally, the firm will assist in Town crisis preparation and crisis response as it specifically relates to media strategy.

## **GENERAL FUND UNASSIGNED SURPLUS**

As mentioned earlier, if Council approves the prior year carryover amendment as proposed, the General Fund will have an unassigned prior year operating surplus of \$134,443 which can either remain in fund balance, be used to fund the following initiatives that have been requested by individual Councilmembers, or, can be used as otherwise directed by Council.

- **Sunday On-Demand Transit Service - \$4,500** – At the October, 2016 Council Meeting, staff was directed to try to find funds within the FY 2016-17 Budget to

possibly reinstate the On-Demand Transit Service and to pursue other alternatives such as Uber/Lift service. To date, staff is still studying/reviewing the alternatives and in the interim. Staff has earmarked \$4,500 from the prior year carryforward amount to fund the On-Demand service in a limited capacity of two hours drop-off and pick-up at Our Lady of the Lakes Church on Sundays.

- **Black Olive Tree Removal - \$50,000** – The Town’s 15-Year Removal Program requires funding at approximately \$85,000 per year for the removal of approximately 3,040 black olive trees in phases which will allow us to mitigate the costs involved with the program and the impact to the Town’s tree canopy. Since its adoption in 2012, the Town has not been able to fully fund the Program annually; however, it remains a high priority for the Council and residents. FY 2016-17 Budget currently provides for \$28,807 for black olive tree removals.
- **Tree Removal at Lake Katherine - \$50,000** - The business community at the NE corner of 154th Street and Miami Lakeway Drive have expressed concern about the overgrowth of trees and shrubbery which blocks their visibility from the roadway. The area is full of Mahoe trees that are on Miami Dade County Prohibited Tree Species List and their removal is anticipated to enhance economic development through improved visibility and aesthetics to the local shopping center. The area is also adjacent to the upcoming Safe Routes to Schools project on Miami Lakeway North and will receive new landscaping and tree planting consistent with the Town’s Beautification Master Plan as part of that project to improve the overall aesthetics of this area.

## **CAPITAL PROJECTS FUND**

At the beginning of FY2015-16, the Capital Projects Fund had \$5,576,804 available to fund capital improvements throughout the Town. During the year, the Fund received \$1,411,333 in inter-governmental revenues and inter-fund transfers, and approximately \$4,269,209 was spent on completing budgeted projects. These projects include the Youth Center at Park East and Playground, Lake Martha Roadway and Drainage improvements, West Lakes Phase A Roadway and Drainage improvements, beautification projects on NW 154th Street at the Palmetto Expressway and along 77th Court to Miami Lakeway North and South, installation of pedestrian crosswalks at Main Street and Bull Run, design of on-road striping of bike paths throughout the Town, and substantial completion of Optimist Clubhouse. This resulted in a net surplus of \$2,718,928 at the end of FY 2015-16.

The FY 2016-17 Adopted Budget assumed a carry-forward amount of \$1,811,680 of the fund balance in the Capital Projects Fund for the generator at Town Hall, park projects, roadway and drainage projects, and stormwater improvements including the canal stabilization project. This budget amendment adjusts the carry-forward amount for the net difference of \$907,248 and re-appropriates the balances for projects which were funded yet not completed from the prior fiscal year. In addition, due to timing, revenues that were not received in the prior year are also re-budgeted to offset the project expense. The difference is allocated to the contingency reserves for future project expense. These projects are summarized in the chart below. See Exhibit A.

### **Capital Projects Fund Carryover Summary**

Parks Impact Fees Transfer revenues	\$(350,500)
Safe Routes to School Grant revenue	\$(111,981)



FDOT Beautification Grant revenue	\$(100,000)
Canal Bank Stabilization Grant revenue	\$(45,572)
Town Hall Emergency Generator	\$(12,600)
Dog Recreation Area	\$121,927
Youth Center at Park East	\$5,915
Parks IT Infrastructure Upgrade	\$51,067
Optimist Clubhouse	\$528,402
Safe Routes to School	\$233,481
FDOT - 154 St & Palmetto Beautification	\$182,597
Beautification/Entrance Feature at	\$48,592
Windmill Gate Improvements	\$45,415
164th Street & 87th Avenue	\$(17,061)
Feasibility Study - Palmetto & NW 67th Ave	\$16,000
Greenway & trails Striping	\$5,143
Pedestrian Crosswalks	\$20,358
Canal Bank Stabilization	\$45,572
Contingency reserves	<u>\$240,493</u>
<b>Total (Net) Capital Projects Carryover</b>	<b>\$907,248</b>

## **SPECIAL REVENUE FUND**

**Impact Fee Fund - Art in Public Places - \$14,400** - In conjunction with Miami Dade County Ordinance and the construction of the Youth Center at Park East, the Town is required to appropriate not less than 1.5% of the construction cost of any new governmental building for the purpose of acquiring works of art. Funds will be used to commission a professional artist to design an interior art piece that artistically enhances the existing architecture and complements the use and vision of the Youth Center. This amendment transfers \$14,400 from the Impact Fee Fund – Parks Improvements reserves to the Capital Projects Fund where the Youth Center construction is budgeted.

## **GRANTS AND DONATIONS**

**Grant Awards - \$766,494** – The following grants were recently awarded to the Town. This amendment recognizes the grants and appropriations as follows:

- \$100,000 Highway Beautification Council Grant from Florida Department of Transportation with a Town match of \$100,000. Funding is to enhance landscaping along the NW 154th Street northbound and southbound exits, and to improve the hardscape median area underneath the Palmetto Expressway underpass and NW 154th Street. Project must be completed by December 2017.
- \$125,000 grant from South Florida Water Management District under the Cooperative Funding Program for Lake Sarah Drainage Improvement project. Funding covers

construction related costs incurred and expended during the period October 1, 2016 to September 30, 2018.

- \$541,544 Transportation Alternative Program Priority grant awarded by the Metropolitan Planning Organization for Miami Lakes GREEN 2.0 Project. This project includes the reconstruction of NW 146th Street between NW 89th Avenue and NW 87th Avenue to two lanes with bike lanes and landscaped path. The grant covers the period FY2020-21 and as such, only an amendment to the Five Year Capital Improvement Plan is required at this time. See attached Exhibit B.

Donations - \$15,298 - During the year, unanticipated donations are received from individuals and the business community 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. To date, donations totaling \$15,298 were received from sponsors for the following: Youth Activity Task Force events including Movies in the Park (\$10,473) and Halloween Haunted House (\$3,825), and the annual Holiday Toy Drive (\$1,000).

## **Attachments:**

**Exhibit A - FY 2016-17 Budget**

**Exhibit B- Five-Year- Capital Improvement**

**Ordinance**

**ORDINANCE NO. 2017-\_\_\_\_\_**

**AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING ORDINANCE NO. 16-197; AMENDING THE TOWN'S FISCAL YEAR 2016-2017 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 2016-2017 Budget (the "Budget") by Ordinance 16-197; 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 Exhibits "A" and "B," 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 2016-2017 Budget adopted in Ordinance No. 16-197 is amended as set forth in the documents entitled "Town of Miami Lakes FY 2016-2017 Adopted Budget" and "Town of Miami Lakes FY 2016-2017 Five-Year Capital Improvement Plan," attached hereto as Exhibits "A" and "B," respectively. The Town Council hereby modifies the Budget to provide for the inclusion of additional carryover funds, line item adjustments, and 2016-2017 project related expense carryover. All other terms and conditions of Ordinance No. 16-197 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 Tony Lama	_____
Councilmember Luis Collazo	_____
Councilmember Tim Daubert	_____
Councilmember Ceasar Mestre	_____
Councilmember Frank Mingo	_____
Councilmember Nelson Rodriguez	_____

Passed and adopted on first reading this 17<sup>th</sup> day of January, 2017.

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## 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 Tony Lama	_____
Councilmember Luis Collazo	_____
Councilmember Tim Daubert	_____
Councilmember Ceasar Mestre	_____
Councilmember Frank Mingo	_____
Councilmember Nelson Rodriguez	_____

Passed and adopted on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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Manny Cid  
MAYOR

Attest:

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Gina Inganzo  
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 2016-17 ADOPTED BUDGET**  
**GENERAL FUND**  
**Revenue by Line Item**

ACCOUNT NAME/DESCRIPTION	FY2016-17 ADOPTED BUDGET	FY2016-17 REVISION/AMD JAN 2017	FY2016-17 AMENDED BUDGET	COMMENTS
<b><u>Ad Valorem Taxes</u></b>				
Current Ad Valorem Taxes	\$ 6,234,000		\$ 6,234,000	
Delinquent Ad Valorem Taxes	-		-	
<b>Sub-total: Taxes</b>	<b>\$ 6,234,000</b>	<b>\$ -</b>	<b>\$ 6,234,000</b>	
<b><u>Franchise Fees</u></b>				
Franchise Fees - Electricity	\$ 1,200,000		\$ 1,200,000	
<b>Sub-total: Franchise Fees</b>	<b>\$ 1,200,000</b>	<b>\$ -</b>	<b>\$ 1,200,000</b>	
<b><u>Utility Service Tax</u></b>				
Utility Service Tax - Electricity	\$ 2,480,000		\$ 2,480,000	
Utility Service Tax - Water	400,000		400,000	
Utility Service Tax - Gas	70,000		70,000	
<b>Sub-total: Utility Services Tax</b>	<b>\$ 2,950,000</b>	<b>\$ -</b>	<b>\$ 2,950,000</b>	
<b><u>Intergovernmental Revenues</u></b>				
Communications Service Tax	\$ 1,251,551		\$ 1,251,551	
State Revenue Sharing	825,000		825,000	
Alcoholic Beverage License	18,000		18,000	
Grants - Byrne Grant	3,600		3,600	
Grants - VARIOUS	-		-	
Half-cent Sales Tax	2,400,000		2,400,000	
<b>Sub-total: Intergovernmental</b>	<b>\$ 4,498,151</b>	<b>\$ -</b>	<b>\$ 4,498,151</b>	
<b><u>Permits &amp; Fees</u></b>				
Local Business Licenses: TOML	110,000		110,000	
Local Business Licenses: County	37,000		37,000	
False Alarm Fees	65,000		65,000	
Zoning Hearings	16,000		16,000	
Administrative Site Plan Review	1,500		1,500	
Zoning Letters	3,000		3,000	
Zoning Fees	134,750		134,750	
Staff Costs	1,500		1,500	
Fine Violation Interest	15,000		15,000	
<b><u>Planning Department Revenues:</u></b>	<b>383,750</b>	<b>-</b>	<b>383,750</b>	
Public Works Permits	35,000		35,000	
<b>Sub-total: Permits &amp; Fees</b>	<b>\$ 418,750</b>	<b>\$ -</b>	<b>\$ 418,750</b>	

**TOWN OF MIAMI LAKES**  
**FY 2016-17 ADOPTED BUDGET**  
**GENERAL FUND**  
**Revenue by Line Item**

ACCOUNT NAME/DESCRIPTION	FY2016-17 ADOPTED BUDGET	FY2016-17 REVISION/AMD JAN 2017	FY2016-17 AMENDED BUDGET	COMMENTS
<b><u>Fines &amp; Forfeitures</u></b>				
Police Traffic Fines	40,000		40,000	
Police - L.E.T.F.	3,500		3,500	
Public School Crossing Guards	35,000		35,000	
Code Violation Fines	75,000		75,000	
Lien Amnesty	-		-	
Police Parking Fines	20,000		20,000	
<b>Sub-total: Fines &amp; Forfeitures</b>	<b>\$ 173,500</b>	<b>\$ -</b>	<b>\$ 173,500</b>	
<b><u>Miscellaneous Revenues</u></b>				
Interest Income	\$ 35,000		\$ 35,000	
Other Charges & Fees - Clerk's	2,000		2,000	
Lobbyist Registration	2,000		2,000	
Park - Services & Rental Fees	60,000		60,000	
Revenue Sharing Programs	40,000		40,000	
Lien Inquiry Letters	36,000		36,000	
FDOT - Landscape Maintenance	5,784		5,784	
Contributions and Donations	16,000	15,298	31,298	Donations for Toy Drive (\$1,000) and for Youth Activity Task Force Committee programs (\$14,298)
Insurance Claims	-		-	
Miscellaneous Revenues - Other	5,000		5,000	
<b>Sub-total: Miscellaneous Revenues</b>	<b>\$ 201,784</b>	<b>\$ 15,298</b>	<b>\$ 217,082</b>	
<b><u>Interfund &amp; Equity Transfers</u></b>				
Interfund transfer from Road 13 to Debt	\$ -		\$ -	
Prior Year Carry Over Funds	-	1,399,523	1,399,523	Carryover funds for projects not completed in prior year (\$120,480), one-time expense for operating/capital projects (\$1,124,600) and unassigned surplus (\$154,443)
Interfund transfers from Special Revenue Fund	-		-	
Interfund transfers from Capital Projects	111,416		111,416	
Appropriation from RESERVED Fund Balance	-		-	
<b>Sub-total: Contributions</b>	<b>\$ 111,416</b>	<b>\$ 1,399,523</b>	<b>\$ 1,510,939</b>	
<b>Total Income: General Fund</b>	<b>\$ 15,787,601</b>	<b>\$ 1,414,821</b>	<b>\$ 17,202,422</b>	

**TOWN OF MIAMI LAKES**  
**FY 2016-17 ADOPTED BUDGET**  
**GENERAL FUND**  
Expenditure by Line Item

ACCOUNT NAME/DESCRIPTION	FY2016-17 ADOPTED BUDGET	FY2016-17 REVISED BUDGET	FY2016-17 REV/AMD JAN 2017	FY2016-17 AMENDED BUDGET	COMMENTS
<b>GENERAL FUND EXPENDITURES</b>					
<b>TOWN COUNCIL AND MAYOR</b>					
EXECUTIVE SALARIES- MAYOR	\$18,000	\$18,000		\$18,000	
REGULAR SALARIES	\$80,000	\$80,000		\$80,000	
PAYROLL TAXES	\$13,500	\$13,500		\$13,500	
FRS CONTRIBUTIONS	\$7,370	\$7,370		\$7,370	
HEALTH & LIFE INSURANCE	\$77,843	\$77,843		\$77,843	
HEALTH INSURANCE MAYOR	\$10,023	\$10,023		\$10,023	
WIRELESS STIPEND	\$960	\$960		\$960	
TRAVEL & PER DIEM	\$0	\$2,000	\$8,500	\$10,500	Reinstatement of transportation, hotel accommodation and meals for attendance to conferences
CAR ALLOWANCE -MAYOR	\$7,200	\$7,200		\$7,200	
CAR ALLOWANCE -COUNCIL	\$36,000	\$36,000		\$36,000	
EXP ALLOWANCE MAYOR & COUNCIL	\$50,000	\$50,000		\$50,000	
CELL PHONES	\$6,720	\$6,720		\$6,720	
PRINTING & BINDING	\$1,000	\$1,000		\$1,000	
STATE OF TOWN ADDRESS	\$6,000	\$6,000		\$6,000	
TOY DRIVE	\$0	\$0	\$1,000	\$1,000	Donation
COUNCIL DISCRETIONARY FUND	\$700	\$700		\$700	
CHARTER COMMITTEE SUPP MISC EXP	\$0	\$0		\$0	
COUNCIL UNIFORMS	\$360	\$360		\$360	
MEETING SET UP	\$300	\$300		\$300	
COUNCIL AWARDS	\$1,250	\$1,250		\$1,250	
MEMBERSHIPS SUBSCRIPTIONS	\$9,100	\$9,100		\$9,100	
EDUCATION & TRAINING	\$0	\$2,000	\$5,800	\$7,800	Reinstatement of registration at conferences and training.
SMALL EQUIPMENT	\$0	\$0		\$0	
<b>TOTAL TOWN COUNCIL EXPENDITURES:</b>	<b>\$326,326</b>	<b>\$330,326</b>	<b>\$15,300</b>	<b>\$345,626</b>	
<b>TOWN CLERK</b>					
REGULAR SALARIES	\$70,000	\$70,000		\$70,000	
PAYROLL TAXES	\$5,355	\$5,355		\$5,355	
FRS CONTRIBUTIONS	\$5,264	\$5,264		\$5,264	
HEALTH & LIFE INSURANCE	\$10,148	\$10,148		\$10,148	
WIRELESS STIPEND	\$480	\$480		\$480	
PROFESSIONAL SERVICES	\$5,000	\$5,000		\$5,000	
TOWN CLERK AGENDA MANAGER	\$30,000	\$30,000		\$30,000	
TOWN CLERK DATA SERVICE	\$480	\$480		\$480	
RENTALS AND LEASES	\$2,100	\$2,100		\$2,100	
TOWN CLERK CODIFICATION	\$11,000	\$11,000		\$11,000	
TOWN CLERK LEGAL ADVERTISING	\$20,000	\$20,000		\$20,000	
ADMINISTRATIVE SUPPORT	\$1,000	\$1,000		\$1,000	
TOWN CLERK ELECTION COSTS	\$60,000	\$60,000		\$60,000	
UNIFORMS	\$50	\$50		\$50	
SOFTWARE LICENSES	\$1,920	\$1,920		\$1,920	
CLERK EDUCATION AND TRAINING	\$800	\$800		\$800	
<b>TOTAL TOWN CLERK EXPENDITURES:</b>	<b>\$223,597</b>	<b>\$223,597</b>	<b>\$0</b>	<b>\$223,597</b>	
<b>TOWN ATTORNEY</b>					
GENERAL LEGAL	\$150,000	\$150,000		\$150,000	
ROUTINE LITIGATION RESERVE	\$85,000	\$85,000	\$24,000	\$109,000	Legal services for land use development
M. PIZZI LITIGATION	\$0	\$0		\$0	
CHARTER REVIEW COMMISSION	\$0	\$0		\$0	
<b>TOTAL TOWN ATTORNEY EXPENDITURES:</b>	<b>\$235,000</b>	<b>\$235,000</b>	<b>\$24,000</b>	<b>\$259,000</b>	

**TOWN OF MIAMI LAKES**  
**FY 2016-17 ADOPTED BUDGET**  
**GENERAL FUND**  
**Expenditure by Line Item**

ACCOUNT NAME/DESCRIPTION	FY2016-17 ADOPTED BUDGET	FY2016-17 REVISED BUDGET	FY2016-17 REV/AMD JAN 2017	FY2016-17 AMENDED BUDGET	COMMENTS
<b>TOWN ADMINISTRATION</b>					
REGULAR SALARIES	\$791,126	\$791,126		\$791,126	
EMPLOYEE BONUSES/COLA	\$25,000	\$25,000	\$100,000	\$125,000	Employee Retention Program
ADM OVERTIME	\$2,000	\$2,000		\$2,000	
PAYROLL TAXES	\$70,796	\$70,796		\$70,796	
FRS CONTRIBUTIONS	\$90,728	\$90,728		\$90,728	
ICMA 457 PL	\$21,512	\$21,512		\$21,512	
HEALTH & LIFE INSURANCE	\$149,783	\$149,783		\$149,783	
WIRELESS STIPEND	\$960	\$960		\$960	
ADM UNEMPLOYMENT CLAIMS	\$2,000	\$2,000		\$2,000	
PROFESSIONAL SERVICES	\$10,000	\$10,000		\$10,000	
INTERGOVERNMENTAL (LOBBYIST)	\$48,000	\$48,000		\$48,000	
ACCOUNTING & PAYROLL	\$23,665	\$23,665		\$23,665	
INDEPENDENT AUDIT	\$52,175	\$42,175	\$10,000	\$52,175	Reimburse line item for funds used towards Travel and Training
ADM HEALTH SPENDING ACCT/WELLN	\$10,000	\$10,000		\$10,000	
ADM BACKGROUND CHECKS	\$1,500	\$1,500		\$1,500	
ADM - TRAVEL & PER DIEM	\$0	\$3,000	\$7,000	\$10,000	Reinstatement of transportation, hotel accommodation and meals for attendance to conferences
CAR ALLOWANCE	\$6,000	\$6,000		\$6,000	
TELEPHONE SERVICES	\$0	\$0		\$0	
TELEPHONE - CELLULAR	\$580	\$580		\$580	
ADM - POSTAGE & DELIVERY	\$19,000	\$19,000		\$19,000	
ADM - UTILITIES	\$0	\$0		\$0	
RENTALS AND LEASES	\$0	\$0		\$0	
ADM - COPIER LEASE	\$16,500	\$16,500		\$16,500	
ADM - INSURANCE	\$215,326	\$215,326		\$215,326	
REPAIR AND MAINT CONTRACTS	\$0	\$0		\$0	
ADM - PRINTING & BINDING	\$1,500	\$1,500		\$1,500	
ADM TOWN BRANDING & STRATEGIC PLAN	\$10,000	\$10,000	\$57,105	\$67,105	
ADM ADVERTISEMENT RECRUITMENT	\$1,000	\$1,000		\$1,000	
HEALTH WELLNESS/549000 OTHER CURR CHARGE	\$0	\$0		\$0	
CLERICAL/ADMINISTRATIVE SUPPORT	\$5,000	\$5,000		\$5,000	
INVESTMENT ADVISORY SERVICE	\$7,000	\$7,000		\$7,000	
FINANCIAL INSTITUTION FEES	\$9,000	\$9,000		\$9,000	
CREDIT CARD FEES	\$0	\$0		\$0	
HURRICANE EXPENSES	\$9,160	\$9,160		\$9,160	
ADMIN LICENSES AND PERMITS	\$0	\$0		\$0	
ADM - OFFICE SUPPLIES	\$30,000	\$30,000		\$30,000	
UNIFORMS	\$600	\$600		\$600	
ADM-BOOKS/PUBLIC/SUBSCRIP/MEM	\$5,500	\$5,500		\$5,500	
EDUCATION & TRAINING	\$0	\$3,000	\$27,000	\$30,000	Reinstatement of registration at training conferences (\$10,000), and media strategy implementation and training (\$20,000)
ADM-FURNITURE/EQUIP NON-CAP	\$1,000	\$1,000		\$1,000	
<b>SUB-TOTAL ADMINISTRATION EXPENDITURES</b>	<b>\$1,636,412</b>	<b>\$1,632,412</b>	<b>\$201,105</b>	<b>\$1,833,517</b>	
<b>INFORMATION SYSTEMS</b>					
IT CORE SERVICE SUPPORT	\$110,000	\$110,000		\$110,000	
WEB SUPPORT	\$8,400	\$8,400		\$8,400	
VOICE SUPPORT	\$25,000	\$25,000		\$25,000	
DIGITAL IMAGING	\$0	\$0		\$0	
INTERNET SERVICES	\$15,600	\$15,600		\$15,600	
RENTALS AND LEASES	\$3,000	\$3,000		\$3,000	
TRAINING	\$5,000	\$5,000		\$5,000	
INFRASTRUCTURE - IT	\$40,000	\$40,000		\$40,000	
MACHINERY & EQUIPMENT	\$0	\$0		\$0	
TECHNOLOGY ENHANCEMENTS/SOFTWARE	\$0	\$0		\$0	
COMPUTER SOFTWARE LICENSES	\$117,866	\$117,866		\$117,866	
<b>SUB-TOTAL INFORMATION SYSTEMS:</b>	<b>\$324,866</b>	<b>\$324,866</b>	<b>\$0</b>	<b>\$324,866</b>	



**TOWN OF MIAMI LAKES**  
**FY 2016-17 ADOPTED BUDGET**  
**GENERAL FUND**  
Expenditure by Line Item

ACCOUNT NAME/DESCRIPTION	FY2016-17 ADOPTED BUDGET	FY2016-17 REVISED BUDGET	FY2016-17 REV/AMD JAN 2017	FY2016-17 AMENDED BUDGET	COMMENTS
<b>ADMINISTRATION - TRANSFERS</b>					
RESERVE FOR FUTURE DONATIONS	\$10,000	\$10,000		\$10,000	
TRANSFER OUT - CIP PARKS	\$100,000	\$100,000	\$384,172	\$484,172	Transfer to CPF for Parks Beautification Projects (\$100,000), FDOT Beautification Grant match (\$100,000), Parks improvements (\$162,300), and replace safety surface at ROP Tot Lot
TRANSFER OUT - CIP FUND	\$0	\$0		\$0	
TRANSFER OUT - CIP FUND	\$0	\$0		\$0	
TRANSF -CPF/FACILITIES & EQUIP/ELEC UTIL	\$0	\$0		\$0	
TRANSFER TO DEBT SERVICE FUND	\$0	\$0		\$0	
TRANSFER TO SPECIAL REVENUE FUND	\$11,416	\$11,416		\$11,416	
TRANSFER TO FACILITIES MAINTENANCE FUND	\$167,081	\$167,081		\$167,081	
<b>SUB-TOTAL ADMINISTRATIONTRANSFERS:</b>	<b>\$288,497</b>	<b>\$288,497</b>	<b>\$384,172</b>	<b>\$672,669</b>	
<b>TOTAL ADMINISTRATION EXPENDITURES:</b>	<b>\$2,249,776</b>	<b>\$2,245,776</b>	<b>\$585,277</b>	<b>\$2,831,053</b>	
<b>POLICE</b>					
POL - PATROL SERVICES	\$6,937,252	\$6,937,252		\$6,937,252	
POL - PATROL SERVICES	\$40,600	\$40,600		\$40,600	
POLICE OVERTIME	\$350,000	\$350,000		\$350,000	
RETRO ACTIVE SALARY & BENEFITS	\$176,890	\$176,890		\$176,890	
PROSECUTION-CRIMINAL VIOLATION	\$200	\$200		\$200	
POLICE TELEPHONE SVC	\$0	\$0		\$0	
TELEPHONE- DEDICATED LINES	\$2,400	\$2,400		\$2,400	
POLICE UTILITIES	\$0	\$0		\$0	
POLICE COPIER COSTS	\$2,500	\$2,500		\$2,500	
POLICE REPAIR & MAINTENANCE	\$0	\$0		\$0	
VEHICLE REPAIR AND MAINTENANCE	\$3,000	\$3,000		\$3,000	
POLICE - MISC. EXPENSE	\$500	\$500		\$500	
POLICE OFFICE SUPPLIES	\$3,500	\$3,500		\$3,500	
OPERATING SUPPLIES	\$3,000	\$3,000		\$3,000	
POLICE UNIFORMS	\$4,000	\$4,000		\$4,000	
POLICE - FUEL COSTS	\$1,000	\$1,000		\$1,000	
POLICE CRIME PREVENT TRAIN	\$3,000	\$3,000		\$3,000	
TRANSFER TO FACILITIES MAINTENANCE FUND	\$75,187	\$75,187		\$75,187	
<b>SUB-TOTAL POLICE EXPENDITURES:</b>	<b>\$7,603,028</b>	<b>\$7,603,028</b>	<b>\$0</b>	<b>\$7,603,028</b>	
<b>SCHOOL CROSSING GUARDS</b>					
REGULAR SALARIES	\$89,495	\$89,495		\$89,495	
PAYROLL TAXES	\$6,846	\$6,846		\$6,846	
FRS CONTRIBUTIONS	\$6,730	\$6,730		\$6,730	
WORKMAN'S COMPENSATION	\$3,019	\$3,019		\$3,019	
OPERATING SUPPLIES	\$750	\$750		\$750	
UNIFORMS	\$3,000	\$3,000		\$3,000	
<b>SUB-TOTAL SCHOOL CROSSING GUARDS:</b>	<b>\$109,841</b>	<b>\$109,841</b>	<b>\$0</b>	<b>\$109,841</b>	
<b>TOTAL POLICE EXPENDITURES:</b>	<b>\$7,712,869</b>	<b>\$7,712,869</b>	<b>\$0</b>	<b>\$7,712,869</b>	
<b>PLANNING</b>					
REGULAR SALARIES	\$95,000	\$95,000		\$95,000	
PAYROLL TAXES	\$7,268	\$7,268		\$7,268	
FRS CONTRIBUTIONS	\$7,144	\$7,144		\$7,144	
HEALTH & LIFE INSURANCE	\$10,191	\$10,191		\$10,191	
WIRELESS STIPEND	\$480	\$480		\$480	
PLANNING CONSULTING	\$8,000	\$8,000		\$8,000	
PLANNING-SITE PLAN REVIEW	\$500	\$500		\$500	
PLANNING PRINTING COSTS	\$500	\$500		\$500	
<b>SUB-TOTAL PLANNING:</b>	<b>\$129,082</b>	<b>\$129,082</b>	<b>\$0</b>	<b>\$129,082</b>	

**TOWN OF MIAMI LAKES**  
**FY 2016-17 ADOPTED BUDGET**  
**GENERAL FUND**  
Expenditure by Line Item

ACCOUNT NAME/DESCRIPTION	FY2016-17 ADOPTED BUDGET	FY2016-17 REVISED BUDGET	FY2016-17 REV/AMD JAN 2017	FY2016-17 AMENDED BUDGET	COMMENTS
<b>CODE COMPLIANCE</b>					
REGULAR SALARIES	\$69,581	\$69,581		\$69,581	
PAYROLL TAXES	\$5,323	\$5,323		\$5,323	
FRS CONTRIBUTIONS	\$5,233	\$5,233		\$5,233	
HEALTH & LIFE INSURANCE	\$17,582	\$17,582		\$17,582	
SPECIAL MASTER	\$3,000	\$3,000		\$3,000	
CONTRACT CODE ENF SER	\$148,000	\$148,000		\$148,000	
PLANNING MOBILE PHONES	\$360	\$360		\$360	
ABANDONED PROPERTY MAINT	\$2,000	\$2,000		\$2,000	
CODE ENF-DOCUMENT SCANNING	\$0	\$0		\$0	
ALARM MONITORING PROGRAM	\$25,000	\$25,000		\$25,000	
CODE ENF LIEN RECORDING	\$7,000	\$7,000		\$7,000	
REMOTE ACCESS DEVICE	\$1,000	\$1,000		\$1,000	
CODE ENFORCEMENT UNIFORMS	\$600	\$600		\$600	
EDUCATION & TRAINING	\$1,000	\$1,000		\$1,000	
<b>SUB-TOTAL CODE COMPLIANCE:</b>	<b>\$285,678</b>	<b>\$285,678</b>	<b>\$0</b>	<b>\$285,678</b>	
<b>TRANSIT</b>					
DEMAND SERVICES - CONTRACT	\$75,000	\$75,000		\$75,000	
<b>SUB-TOTAL TRANSIT:</b>	<b>\$75,000</b>	<b>\$75,000</b>	<b>\$0</b>	<b>\$75,000</b>	
<b>TOTAL PLANNING, CODE COMPLIANCE &amp; TRANSIT EXPENDITURES:</b>	<b>\$489,761</b>	<b>\$489,761</b>	<b>\$0</b>	<b>\$489,761</b>	
<b>QNIP</b>					
QNIP DEBT SERVICE	\$153,423	\$153,423		\$153,423	
<b>TOTAL QNIP EXPENDITURES:</b>	<b>\$153,423</b>	<b>\$153,423</b>	<b>\$0</b>	<b>\$153,423</b>	
<b>ZONING</b>					
REGULAR SALARIES	\$93,380	\$93,380		\$93,380	
PAYROLL TAXES	\$7,144	\$7,144		\$7,144	
FRS CONTRIBUTIONS	\$7,022	\$7,022		\$7,022	
HEALTH & LIFE INSURANCE	\$10,359	\$10,359		\$10,359	
<b>SUB-TOTAL ZONING EXPENDITURES</b>	<b>\$117,905</b>	<b>\$117,905</b>	<b>\$0</b>	<b>\$117,905</b>	
<b>TOTAL BUILDING &amp; ZONING EXPENDITURES:</b>	<b>\$117,905</b>	<b>\$117,905</b>	<b>\$0</b>	<b>\$117,905</b>	
<b>PARKS - COMMUNITY SERVICES</b>					
REGULAR SALARIES	\$339,950	\$339,950		\$339,950	
OVERTIME	\$1,000	\$1,000		\$1,000	
PAYROLL TAXES	\$25,796	\$25,796		\$25,796	
FRS CONTRIBUTIONS	\$25,564	\$25,564		\$25,564	
HEALTH & LIFE INSURANCE	\$68,333	\$68,333		\$68,333	
WIRELESS STIPEND	\$2,400	\$2,400		\$2,400	
VEHICLE REPAIR & MAINTENANCE	\$4,000	\$4,000		\$4,000	
PRINTING EXPENSE	\$1,500	\$1,500		\$1,500	
FINANCIAL INSTITUTION FEES	\$0	\$0		\$0	
CREDIT CARD FEES	\$3,500	\$3,500		\$3,500	
MISCELLANEOUS	\$600	\$600		\$600	
PARKS - PERMIT FEES	\$500	\$500		\$500	
COACHES BACKGROUND CK	\$5,600	\$5,600		\$5,600	
CHECK CERTIFICATION CLINIC	\$2,500	\$2,500		\$2,500	
VEHICLE FUEL	\$5,000	\$5,000		\$5,000	
<b>SUB-TOTAL COMMUNITY SERVICES:</b>	<b>\$486,243</b>	<b>\$486,243</b>	<b>\$0</b>	<b>\$486,243</b>	

**TOWN OF MIAMI LAKES**  
**FY 2016-17 ADOPTED BUDGET**  
**GENERAL FUND**  
**Expenditure by Line Item**

ACCOUNT NAME/DESCRIPTION	FY2016-17 ADOPTED BUDGET	FY2016-17 REVISED BUDGET	FY2016-17 REV/AMD JAN 2017	FY2016-17 AMENDED BUDGET	COMMENTS
<b>ROYAL OAKS PARK</b>					
ROYAL OAKS PARK TELECOMMUNICATIONS	\$11,400	\$11,400		\$11,400	
ROYAL OAKS PARK UTILITIES	\$90,880	\$90,880		\$90,880	
ROP MAINTENANCE CONTRACT	\$358,050	\$358,050		\$358,050	
ROP REPAIRS & MAINTENANCE (GROUNDS)	\$65,000	\$65,000		\$65,000	
ROP OPERATING COSTS (FACILITY)	\$36,500	\$36,500	\$4,998	\$41,498	Replacement of doors at ROP
ROP-FUR & EQUIP / NON CAP	\$5,000	\$5,000		\$5,000	
INFRASTRUCTURE	\$0	\$0		\$0	
ROYAL OAKS PARK IMPROV	\$0	\$0		\$0	
<b>SUB-TOTAL ROYAL OAKS PARK:</b>	<b>\$566,830</b>	<b>\$566,830</b>	<b>\$4,998</b>	<b>\$571,828</b>	
<b>PARK EAST YOUTH CENTER</b>					
SALARIES	\$30,000	\$30,000		\$30,000	
PAYROLL TAXES	\$2,295	\$2,295		\$2,295	
FRS RETIREMENT CONTRIBUTION	\$2,256	\$2,256		\$2,256	
HEALTH & LIFE INSURANCE	\$10,191	\$10,191		\$10,191	
JANITORIAL	\$30,600	\$30,600		\$30,600	
TELECOMMUNICATIONS	\$2,960	\$2,960		\$2,960	
UTILITIES	\$18,000	\$18,000		\$18,000	
MAINTENANCE CONTRACT	\$16,485	\$16,485		\$16,485	
REPAIRS & MAINTENANCE (GROUNDS)	\$5,000	\$5,000		\$5,000	
OPERATING COSTS (FACILITY)	\$12,500	\$12,500		\$12,500	
MISCELLANEOUS EXPENSE	\$0	\$0		\$0	
PARKS IMPROVEMENT / NON CAP	\$5,000	\$5,000		\$5,000	
<b>SUB-TOTAL PARK EAST YOUTH CENTER:</b>	<b>\$135,287</b>	<b>\$135,287</b>	<b>\$0</b>	<b>\$135,287</b>	
<b>PARK WEST - MARY COLLINS COMMUNITY CENTER</b>					
JANITORIAL	\$42,768	\$42,768		\$42,768	
TELECOMMUNICATIONS	\$2,000	\$2,000		\$2,000	
UTILITIES	\$22,100	\$22,100		\$22,100	
REPAIR & MAINTENANCE CONTRACT	\$21,195	\$21,195		\$21,195	
REPAIR AND MAINTENANCE (GROUNDS)	\$7,500	\$7,500		\$7,500	
REPAIR AND MAINTENANCE (FACILITY)	\$27,000	\$27,000		\$27,000	
PARKS IMP - OPERATING	\$20,000	\$20,000		\$20,000	
INFRASTRUCTURE	\$0	\$0	\$15,505	\$15,505	Entrance sign installation at Park West
PARKS - CAP OUTLAY	\$0	\$0		\$0	
<b>SUB-TOTAL MINI PARK - WEST:</b>	<b>\$142,563</b>	<b>\$142,563</b>	<b>\$15,505</b>	<b>\$158,068</b>	
<b>MIAMI LAKES OPTIMIST PARK</b>					
MIAMI LAKES OPTIMIST TELECOMMUNICATIONS	\$11,025	\$11,025		\$11,025	
MIAMI LAKES OPTIMIST UTILITIES	\$132,300	\$132,300		\$132,300	
MIAMI LAKES OPTIMIST PARK MAINTENANCE	\$499,900	\$499,900		\$499,900	
REPAIRS AND MAINTENANCE (GROUNDS)	\$36,000	\$36,000		\$36,000	
REPAIRS AND MAINTENANCE (FACILITY)	\$16,000	\$16,000		\$16,000	
MIAMI LAKES PARK MARINA OPERATIONS	\$1,500	\$1,500		\$1,500	
MIAMI LAKES PARK/IMPROVEMENTS	\$20,000	\$20,000		\$20,000	
<b>UB -TOTAL MIAMI LAKES OPTIMIST PARK:</b>	<b>\$716,725</b>	<b>\$716,725</b>	<b>\$0</b>	<b>\$716,725</b>	
<b>MINI PARKS</b>					
UTILITIES	\$22,000	\$22,000		\$22,000	
MAINTENANCE CONTRACT	\$252,317	\$252,317		\$252,317	
REPAIRS & MAINTENANCE (GROUNDS)	\$44,330	\$44,330		\$44,330	
MINI PARKS-TREE TRIMMING	\$27,500	\$27,500		\$27,500	
FURNITURE & NON CAPITAL OUTLAY	\$5,000	\$5,000		\$5,000	
PARK IMPROVEMENT - INFRASTRUCTURE	\$0	\$0		\$0	
<b>SUB-TOTAL MINI PARKS:</b>	<b>\$351,147</b>	<b>\$351,147</b>	<b>\$0</b>	<b>\$351,147</b>	

**TOWN OF MIAMI LAKES**  
**FY 2016-17 ADOPTED BUDGET**  
**GENERAL FUND**  
Expenditure by Line Item

ACCOUNT NAME/DESCRIPTION	FY2016-17 ADOPTED BUDGET	FY2016-17 REVISED BUDGET	FY2016-17 REV/AMD JAN 2017	FY2016-17 AMENDED BUDGET	COMMENTS
<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>	
<b>TOTAL PARKS - COMMUNITY SERVICES</b>	<b>\$2,402,795</b>	<b>\$2,402,795</b>	<b>\$20,503</b>	<b>\$2,423,298</b>	
<b>COMMUNITY ENGAGEMENT AND OUTREACH</b>					
<b>LEISURE SERVICES</b>					
SALARIES	\$289,224	\$289,224		\$289,224	
PAYROLL TAXES	\$22,126	\$22,126		\$22,126	
FRS RETIREMENT CONTRIBUTION	\$21,750	\$21,750		\$21,750	
HEALTH & LIFE INSURANCE	\$30,572	\$30,572		\$30,572	
WIRELESS STIPEND	\$1,440	\$1,440		\$1,440	
YOUTH CENTER COMMUNITY PROGRAMS	\$10,100	\$10,100		\$10,100	
TOWN COMMUNITY PROGRAMS	\$14,795	\$14,795		\$14,795	
UNIFORMS	\$1,040	\$1,040		\$1,040	
<b>SUB-TOTAL LEISURE SERVICES:</b>	<b>\$391,047</b>	<b>\$391,047</b>	<b>\$0</b>	<b>\$391,047</b>	
<b>ECONOMIC DEVELOPMENT</b>					
SALARIES	\$22,700	\$22,700		\$22,700	
PAYROLL TAXES	\$1,737	\$1,737		\$1,737	
FRS RETIREMENT CONTRIBUTION	\$1,690	\$1,690		\$1,690	
HEALTH & LIFE INSURANCE	\$0	\$0		\$0	
WIRELESS STIPEND	\$240	\$240		\$240	
<b>SUB-TOTAL ECONOMIC DEVELOPMENT:</b>	<b>\$26,367</b>	<b>\$26,367</b>	<b>\$0</b>	<b>\$26,367</b>	
<b>COMMUNICATIONS</b>					
SALARIES	\$22,700	\$22,700		\$22,700	
PAYROLL TAXES	\$1,737	\$1,737		\$1,737	
FRS RETIREMENT CONTRIBUTION	\$1,690	\$1,690		\$1,690	
HEALTH & LIFE INSURANCE	\$0	\$0		\$0	
WIRELESS STIPEND	\$240	\$240		\$240	
<b>SUB-TOTAL COMMUNICATIONS:</b>	<b>\$26,367</b>	<b>\$26,367</b>	<b>\$0</b>	<b>\$26,367</b>	
<b>SPECIAL EVENTS</b>					
SALARIES	\$58,384	\$58,384		\$58,384	
PAYROLL TAXES	\$4,466	\$4,466		\$4,466	
FRS RETIREMENT CONTRIBUTION	\$4,390	\$4,390		\$4,390	
HEALTH & LIFE INSURANCE	\$17,582	\$17,582		\$17,582	
WIRELESS STIPEND	\$480	\$480		\$480	
SPEC EVENTS VETERANS DAY	\$6,000	\$6,000		\$6,000	
SPEC EVENTS 4TH JULY	\$25,000	\$25,000		\$25,000	
OTHER EVENTS - 15 YEAR TOWN ANNIV	\$0	\$0		\$0	
<b>SUB-TOTAL SPECIAL EVENTS:</b>	<b>\$116,303</b>	<b>\$116,303</b>	<b>\$0</b>	<b>\$116,303</b>	
<b>COMMITTEES</b>					
<b>NEIGHBORHOOD IMPROVEMENT COMMITTEE</b>					
LAKE LAKE AWARENESS MONTH	\$200	\$200		\$200	
LAKE TESTING	\$850	\$850		\$850	
HOA QUARTERLY HOA PROJECTS	\$100	\$100		\$100	
LITT ANTI LITTER CAMPAIGN	\$1,500	\$1,500		\$1,500	
THE HOUSE/BUSINESS MONTH CONTEST	\$0	\$0		\$0	
<b>TOTAL NEIGHBORHOOD IMP COMMITTEE:</b>	<b>\$2,650</b>	<b>\$2,650</b>	<b>\$0</b>	<b>\$2,650</b>	

**TOWN OF MIAMI LAKES**  
**FY 2016-17 ADOPTED BUDGET**  
**GENERAL FUND**  
Expenditure by Line Item

ACCOUNT NAME/DESCRIPTION	FY2016-17 ADOPTED BUDGET	FY2016-17 REVISED BUDGET	FY2016-17 REV/AMD JAN 2017	FY2016-17 AMENDED BUDGET	COMMENTS
<b>CULTURAL AFFAIRS COMMITTEE</b>					
ARTPA ART IN THE PARKS	\$0	\$0		\$0	
BASEL ART BASEL MIAMI LAKES	\$1,500	\$1,500		\$1,500	
BLACK BLACK HISTORY MONTH CONCERT	\$2,750	\$2,750		\$2,750	
FILM CLASSIC FILM IN THE PARK	\$2,650	\$2,650		\$2,650	
WOMEN WOMEN HISTORY MONTH	\$1,250	\$1,250		\$1,250	
SCOT SCOTTISH AMERICAN HERITAGE MONTH	\$600	\$600		\$600	
BOOK BOOK READING	\$750	\$750		\$750	
COF CONCERT ON THE FAIRWAY	\$10,500	\$10,500		\$10,500	
CON CONCERTS	\$4,500	\$4,500		\$4,500	
FT FISHING	\$500	\$500		\$500	
FOUR FOURTH OF JULY	\$11,500	\$11,500		\$11,500	
HISP HISPANIC HERITAGE	\$10,500	\$10,500		\$10,500	
S FLI SPRING FLING(PAINT A PICTURE)	\$600	\$600		\$600	
<b>TOTAL CULTURAL AFFAIRS COMMITTEE:</b>	<b>\$47,600</b>	<b>\$47,600</b>	<b>\$0</b>	<b>\$47,600</b>	
<b>ECONOMIC DEVELOPMENT COMMITTEE</b>					
MARKE MARKETING MATERIALS	\$7,000	\$7,000		\$7,000	
ML CH MISC EXPENSES	\$7,000	\$7,000		\$7,000	
REALT REALTOR EVENTS	\$5,200	\$5,200		\$5,200	
TRADE SHOW - BIO FLORIDA	\$0	\$0		\$0	
SHOWS MISC EXPENSES	\$3,000	\$3,000		\$3,000	
<b>TAL ECONOMIC DEVELOPMENT COMMITTEE:</b>	<b>\$22,200</b>	<b>\$22,200</b>	<b>\$0</b>	<b>\$22,200</b>	
<b>EDUCATIONAL ADVISORY BOARD</b>					
AP LANGUAGE ARTS PROGRAM	\$26,000	\$26,000		\$26,000	
DIREC DIRECT INSTRUCTION TUTORING	\$0	\$0		\$0	
FRIEN FRIENDS OF THE LIBRARY	\$4,000	\$4,000		\$4,000	
IMAG IMAGINATION LIBRARY	\$2,000	\$2,000		\$2,000	
MISC. MISC. EXPENSES	\$300	\$300		\$300	
SAT/ SAT/ACT PREP COURSES	\$4,000	\$4,000		\$4,000	
STEM ELECTIVE COURSES	\$10,000	\$10,000		\$10,000	
EVENT TOWN EVENTS	\$2,000	\$2,000		\$2,000	
TEST STANDARDIZED TESTING SUPPORT	\$10,000	\$10,000		\$10,000	
<b>TOTAL EDUCATIONAL ADVISORY BOARD:</b>	<b>\$58,300</b>	<b>\$58,300</b>	<b>\$0</b>	<b>\$58,300</b>	
<b>ELDERLY AFFAIRS COMMITTEE</b>					
FORU COMMUNITY FORUMS	\$1,500	\$1,500		\$1,500	
HF EAC - HEALTH FAIR	\$500	\$500		\$500	
METET MEET & EAT	\$4,000	\$4,000		\$4,000	
MISC MISC EXPENSE	\$2,500	\$2,500		\$2,500	
SENIO SENIOR FIELD TRIP	\$6,000	\$6,000		\$6,000	
SG SR. GAMES	\$2,500	\$2,500		\$2,500	
SRSO SENIOR SOCIAL	\$19,000	\$19,000		\$19,000	
<b>TOTAL ELDERLY AFFAIRS COMMITTEE:</b>	<b>\$36,000</b>	<b>\$36,000</b>	<b>\$0</b>	<b>\$36,000</b>	
<b>YOUTH ACTIVITIES TASK FORCE</b>					
BR BICYCLE RODEO	\$2,500	\$2,500		\$2,500	
HHH HALLOWEEN HAUNTED HOUSE	\$8,500	\$8,500	\$3,825	\$12,325	Donation
JUST JUST RUN	\$1,000	\$1,000		\$1,000	
MP MOVIES IN THE PARK	\$21,000	\$21,000	\$10,473	\$31,473	Donation
SPRIN SPRING FLING	\$6,000	\$6,000		\$6,000	
SPORT SPORTS PALOOZA/PRO SPORTS DAY	\$1,000	\$1,000		\$1,000	
SUMMER YOUTH EMPL INITIATIVE	\$1,000	\$1,000		\$1,000	
WINTERFEST	\$0	\$0		\$0	
<b>TOTAL YOUTH ACTIVITIES TASK FORCE:</b>	<b>\$41,000</b>	<b>\$41,000</b>	<b>\$14,298</b>	<b>\$55,298</b>	



**TOWN OF MIAMI LAKES**  
**FY 2016-17 ADOPTED BUDGET**  
**GENERAL FUND**  
Expenditure by Line Item

ACCOUNT NAME/DESCRIPTION	FY2016-17 ADOPTED BUDGET	FY2016-17 REVISED BUDGET	FY2016-17 REV/AMD JAN 2017	FY2016-17 AMENDED BUDGET	COMMENTS
<b>PUBLIC SAFETY COMMITTEE</b>					
PUBLIC SAFETY COMMITTEE	\$0	\$0		\$0	
BRKF POLICE APPRECIATION BREAKFAST	\$1,000	\$1,000		\$1,000	
CERT C.E.R.T TRAINING	\$250	\$250		\$250	
EDUCATIONAL MATERIALS	\$750	\$750		\$750	
<b>TOTAL PUBLIC SAFETY COMMITTEE:</b>	<b>\$2,000</b>	<b>\$2,000</b>	<b>\$0</b>	<b>\$2,000</b>	
<b>VETERANS AFFAIRS COMMITTEE</b>					
CARE PACKAGE DRIVE	\$1,000	\$1,000		\$1,000	
FLAG FLAG RETIREMENT CEREMONY	\$100	\$100		\$100	
MM MARLINS FIELD TRIP-MILITARY MONDAY	\$0	\$0		\$0	
PLAQU PURCH TREES W/PLAQUES	\$900	\$900		\$900	
<b>TOTAL VERTERANS AFFAIRS COMMITTEE:</b>	<b>\$2,000</b>	<b>\$2,000</b>	<b>\$0</b>	<b>\$2,000</b>	
<b>TOTAL COMMITTEES EXPENDITURES:</b>	<b>\$211,750</b>	<b>\$211,750</b>	<b>\$14,298</b>	<b>\$226,048</b>	
<b>TOTAL COMMUNITY ENGAGEMENT AND OUTREACH EXPENDITURES</b>	<b>\$771,834</b>	<b>\$771,834</b>	<b>\$14,298</b>	<b>\$786,132</b>	
<b>PUBLIC WORKS</b>					
<b>PUBLIC WORKS ADMINISTRATION</b>					
REGULAR SALARIES	\$119,500	\$119,500		\$119,500	
ADMINISTRATIVE SUPP TO STORMWA	\$0	\$0		\$0	
PAYROLL TAXES	\$8,931	\$8,931		\$8,931	
FRS CONTRIBUTIONS	\$8,234	\$8,234		\$8,234	
HEALTH & LIFE INSURANCE	\$10,945	\$10,945		\$10,945	
WIRELESS STIPEND	\$480	\$480		\$480	
TOWN ENGINEER	\$25,000	\$25,000		\$25,000	
PERMITS PLAN REVIEW	\$38,000	\$38,000		\$38,000	
VEHICLE REPAIR & MAINTENANCE	\$4,000	\$4,000		\$4,000	
UNDERGROUND UTILITY LOCATION	\$27,240	\$27,240		\$27,240	
PW MISCELLANEOUS	\$5,000	\$5,000		\$5,000	
OPERATING SUPPLIES	\$3,000	\$3,000		\$3,000	
UNIFORMS	\$40	\$40		\$40	
VEH OPERATING & MAINT	\$3,000	\$3,000		\$3,000	
FURN & EQUIP NON CAPITAL	\$4,000	\$4,000		\$4,000	
<b>B-TOTAL PUBLIC WORKS ADMINISTRATION:</b>	<b>\$257,370</b>	<b>\$257,370</b>	<b>\$0</b>	<b>\$257,370</b>	
<b>PW - GREEN SPACE</b>					
RIGHT OF WAY ELECTRICITY	\$11,000	\$11,000		\$11,000	
WATER	\$65,000	\$65,000		\$65,000	
REPAIR & MAINTENANCE	\$523,247	\$523,247		\$523,247	
PUBLIC WORK ENTRY MAINT	\$4,700	\$4,700		\$4,700	
EXTERMINATION SERVICES	\$3,000	\$3,000		\$3,000	
PW TREE REMOVAL	\$20,000	\$20,000		\$20,000	
TREE TRIMMING	\$170,000	\$170,000		\$170,000	
NEW TREE PLANTING	\$50,000	\$50,000		\$50,000	
TREE REPLACEMENT PROG-BLACK OL	\$0	\$0		\$0	
BEAUTIFICATION PLAN	\$0	\$0	\$21,000	\$21,000	Landscape and ground cover at SE corner of NW 154th Street and Palmetto
<b>SUB-TOTAL PW-GREEN SPACE:</b>	<b>\$846,947</b>	<b>\$846,947</b>	<b>\$21,000</b>	<b>\$867,947</b>	
<b>TOTAL PUBLIC WORKS EXPENDITURES:</b>	<b>\$1,104,317</b>	<b>\$1,104,317</b>	<b>\$21,000</b>	<b>\$1,125,317</b>	

**TOWN OF MIAMI LAKES**  
**FY 2016-17 ADOPTED BUDGET**  
**GENERAL FUND**  
Expenditure by Line Item

ACCOUNT NAME/DESCRIPTION	FY2016-17 ADOPTED BUDGET	FY2016-17 REVISED BUDGET	FY2016-17 REV/AMD JAN 2017	FY2016-17 AMENDED BUDGET	COMMENTS
<b>NON-DEPARTMENTAL</b>					
BAD DEBT EXPENSE- EMPLOY TAX 1	\$0			\$0	
EX ORD ITEM, PUBLIC OFFICIALS LEGAL REIMB	\$0	\$0		\$0	
SPECIAL ITEM, FEMA REIMB	\$0	\$0		\$0	
OPERATING SURPLUS	\$0	\$0	\$134,443	\$134,443	Unassigned operating surplus
RESERVE FOR LITIGATION/SETTLEMENT	\$0	\$0	\$600,000	\$600,000	Pizzi vs Town of Miami Lakes legal fee settlement
<b>TOTAL NON-DEPARTMENTAL EXPENDITURES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$734,443</b>	<b>\$734,443</b>	
<b>TOTAL GENERAL FUND EXPENDITURES</b>	<b>\$15,787,601</b>	<b>\$15,787,601</b>	<b>\$1,414,821</b>	<b>\$17,202,422</b>	

**TOWN OF MIAMI LAKES**  
**FY 2016-17 ADOPTED BUDGET**  
**ALL OTHER FUNDS**

Revenue and Expenditure by Line Item

ACCOUNT NAME/DESCRIPTION	FY2016-17 ADOPTED BUDGET	FY2016-17 REV/AMD JAN 2017	FY2016-17 AMENDED BUDGET	COMMENTS
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**SPECIAL REVENUE FUND**

**TRANSPORTATION GAS TAX**

**REVENUE**

1ST LOCAL OPT GAS TAXES - 6¢	\$425,500		\$425,500
SR TRANSP BUDGET CARRYFORWARD	\$0		\$0
<b>TOTAL REVENUES</b>	<b>\$425,500</b>	<b>\$0</b>	<b>\$425,500</b>

**EXPENDITURE**

TRANSP- ADA COMPLIANCE	\$30,000		\$30,000
ROADS - POTHOLE REPAIRS	\$20,000		\$20,000
SIDEWALK PRESSURE CLEANING	\$85,000		\$85,000
ROADS - SIDEWALK REPLACEMENT	\$175,000		\$175,000
ROADS - STRIPING & SIGNS	\$15,500		\$15,500
ROADS - CONTINGENCY	\$0		\$0
TRANSP - ROAD SYSTEM MAINT	\$100,000		\$100,000
<b>TOTAL EXPENDITURES</b>	<b>\$425,500</b>	<b>\$0</b>	<b>\$425,500</b>

**TRANSIT**

**REVENUE**

FTA-SRTA HYBRID BUS	\$0		\$0
TRANSPORTATION 20% SALES TAX	\$230,000		\$230,000
STATE GRANT BUS OPERATING	\$0		\$0
TRAFFIC STUDY GRANT	\$0		\$0
SR TRANSIT BUDGET CARRYFORWARD	\$517,853		\$517,853
<b>TOTAL REVENUES</b>	<b>\$747,853</b>	<b>\$0</b>	<b>\$747,853</b>

**EXPENDITURE**

REGULAR SALARIES	\$50,750		\$50,750
PAYROLL TAXES	\$3,882		\$3,882
FRS CONTRIBUTIONS	\$3,816		\$3,816
HEALTH AND LIFE INSURANCE	\$20,382		\$20,382
TRAFFIC STUDIES	\$25,000		\$25,000
TRANSIT BUS CIRCULATOR CO	\$124,950		\$124,950
TRANSIT BUS SHELTER INS	\$22,950		\$22,950
TRAVEL & PER DIEM	\$1,500		\$1,500
TRANSIT BUS SHELTERS REPAIRS & MAINT	\$16,000		\$16,000
GPS REPAIR AND MAINTENANCE	\$8,600		\$8,600
TRANSIT BUS REPAIR AND MAINTENANCE	\$35,000		\$35,000
CONTINGENCY	\$377,523		\$377,523
MARKETING PROMOTIONAL SUPPORT	\$20,000		\$20,000
TRANSIT ADMIN PROG EXP5%	\$11,500		\$11,500
FUEL, GAS, OIL	\$25,000		\$25,000
EDUCATION & TRAINING	\$1,000		\$1,000
BUS STOP SIGNS	\$0		\$0
GLOBAL POSITIONING SYSTEM	\$0		\$0
<b>TOTAL EXPENDITURES</b>	<b>\$747,853</b>	<b>\$0</b>	<b>\$747,853</b>

**IMPACT FEES - POLICE**

**REVENUE**

IMPACT FEES - PUBLIC SAFETY	\$0		\$0
SPEC REV POLICE BUD CARRYFWD	-\$138,536		-\$138,536
<b>TOTAL REVENUES</b>	<b>-\$138,536</b>	<b>\$0</b>	<b>-\$138,536</b>

**EXPENDITURE**

POLICE IMPACT FEE EXP	-\$138,536		-\$138,536
TRANSFER OUT - CIP FUND	\$0		\$0
<b>TOTAL EXPENDITURES</b>	<b>-\$138,536</b>	<b>\$0</b>	<b>-\$138,536</b>

**TOWN OF MIAMI LAKES**  
**FY 2016-17 ADOPTED BUDGET**  
**ALL OTHER FUNDS**

Revenue and Expenditure by Line Item

ACCOUNT NAME/DESCRIPTION	FY2016-17 ADOPTED BUDGET	FY2016-17 REV/AMD JAN 2017	FY2016-17 AMENDED BUDGET	COMMENTS
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**TREE ORDINANCE - BLACK OLIVE REMOVAL PROGRAM**

<b>REVENUE</b>				
BLACK OLIVE PROGRAM - FEE	\$5,000		\$5,000	
TREE REMOVAL PROGRAM - FEE	\$5,000		\$5,000	
TRANSF IN FROM GENERAL FUND	\$11,416		\$11,416	
BUDGET CARRYFORWARD	\$7,391		\$7,391	
<b>TOTAL REVENUES</b>	<b>\$28,807</b>	<b>\$0</b>	<b>\$28,807</b>	
<b>EXPENDITURE</b>				
BLACK OLIVE TREE PROGRAM	\$28,807		\$28,807	
TRANSFER OUT - GEN FUND	\$0		\$0	
<b>TOTAL EXPENDITURES</b>	<b>\$28,807</b>	<b>\$0</b>	<b>\$28,807</b>	

**PEOPLE'S TRANSPORTATION PLAN (PTP 80%)**

<b>REVENUE</b>				
TRANSPORTATION 80% PTP	\$925,000		\$925,000	
INTEREST EARNINGS	\$0		\$0	
TRANSFER IN FROM GENERAL FUND	\$0		\$0	
SR TRANSPORTATION BUDGET CARRYFORWARD	\$165,216		\$165,216	
<b>TOTAL REVENUES</b>	<b>\$1,090,216</b>	<b>\$0</b>	<b>\$1,090,216</b>	
<b>EXPENDITURE</b>				
REGULAR SALARIES	\$50,750		\$50,750	
PAYROLL TAXES	\$3,882		\$3,882	
FRS CONTRIBUTIONS	\$3,817		\$3,817	
HEALTH AND LIFE INSURANCE	\$20,382		\$20,382	
PROFESSIONAL SERVICES	\$20,000		\$20,000	
TRANSPORTATION STUDIES	\$50,000		\$50,000	
STREET LIGHTING UTILITIES	\$280,000		\$280,000	
STREET LIGHTING REPAIRS AND MAINT	\$110,000		\$110,000	
BIKEPATH/GREENWAY REPAIR & MAINT	\$25,000		\$25,000	
CONTINGENCY	\$88,859		\$88,859	
ADMIN PTP EXP 5%	\$46,250		\$46,250	
LED LIGHT RETROFIT	\$365,000		\$365,000	
TRANSFER OUT- CIP PARKS	\$0		\$0	
TRANSFER CAPITAL-TRANSPORTATION	\$26,276		\$26,276	
TRANSFER CAPITAL-STORMWATER	\$0		\$0	
TRANSFER TO SERIES 2013	\$0		\$0	
<b>TOTAL EXPENDITURES</b>	<b>\$1,090,216</b>	<b>\$0</b>	<b>\$1,090,216</b>	

**MOBILITY FEE TRUST ACCOUNT FUND**

<b>REVENUE</b>				
MOBILITY FEE	\$50,000		\$50,000	
BUDGET CARRYFORWARD	\$650,000		\$650,000	
<b>TOTAL REVENUES</b>	<b>\$700,000</b>	<b>\$0</b>	<b>\$700,000</b>	
<b>EXPENDITURE</b>				
CONTINGENCY RESERVES	\$0		\$0	
TRANSFER TO CAPITAL-TRANSPORTATION	\$700,000		\$700,000	
<b>TOTAL EXPENDITURES</b>	<b>\$700,000</b>	<b>\$0</b>	<b>\$700,000</b>	

**TOWN OF MIAMI LAKES**  
**FY 2016-17 ADOPTED BUDGET**  
**ALL OTHER FUNDS**

Revenue and Expenditure by Line Item

ACCOUNT NAME/DESCRIPTION	FY2016-17 ADOPTED BUDGET	FY2016-17 REV/AMD JAN 2017	FY2016-17 AMENDED BUDGET	COMMENTS
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**SPECIAL REVENUES - OTHER**

**REVENUE**

CONTRIBUTION FROM DEVELOPER	\$0		\$0
BUDGET CARRYFORWARD	\$300,000		\$300,000
<b>TOTAL REVENUES</b>	<b>\$300,000</b>	<b>\$0</b>	<b>\$300,000</b>

**EXPENDITURE**

TRANSFER TO GENERAL FUND	\$0		\$0
CONTINGENCY FOR EDUCATION	\$300,000		\$300,000
<b>TOTAL EXPENDITURES</b>	<b>\$300,000</b>	<b>\$0</b>	<b>\$300,000</b>

**TOTAL SPECIAL REVENUE FUND REVENUES: \$3,153,840 \$0 \$3,153,840**

**TOTAL SPECIAL REVENUE FUND EXPENDITURES: \$3,153,840 \$0 \$3,153,840**

**BUILDING DEPARTMENT FUND**

**REVENUE**

BUILDING PERMITS - TECHNOLOGY FEE	\$120,000		\$120,000
BUILDING PERMITS - LOST PLANS	\$10,000		\$10,000
BUILDING PERMITS	\$2,480,000		\$2,480,000
BUILDING PERMITS - VIOLATION FEE	\$45,000		\$45,000
INTEREST INCOME	\$0		\$0
FUND BALANCE CARRYFORWARD	-\$9,492		-\$9,492
<b>TOTAL BUILDING DEPARTMENT REVENUES</b>	<b>\$2,645,508</b>	<b>\$0</b>	<b>\$2,645,508</b>

**EXPENDITURE**

REGULAR SALARIES	\$876,621		\$876,621
EMPLOYEE BONUS/COLA	\$9,500		\$9,500
PAYROLL TAXES	\$67,368		\$67,368
FRS CONTRIBUTIONS	\$65,922		\$65,922
HEALTH & LIFE INSURANCE	\$100,608		\$100,608
WIRELESS STIPEND	\$1,920		\$1,920
BLDG ELECT RECORDS STORAGE	\$3,000		\$3,000
CONTRACTUAL SERVICES	\$1,000		\$1,000
BUILDING CONTRACTUAL SERVICE	\$7,500		\$7,500
BUILDING TRAVEL & PER DIEM	\$2,500		\$2,500
CAR ALLOWANCE	\$18,000		\$18,000
BUILDING - TELEPHONE & FAX	\$0		\$0
BUILDING UTILITIES	\$0		\$0
BUILDING COPIER LEASE	\$2,220		\$2,220
REPAIR AND MAINTENANCE CONTRACTS	\$0		\$0
CONTINGENCY	\$1,257,008		\$1,257,008
SOFTWARE MAINTENANCE	\$34,036		\$34,036
PRINTING & BINDING	\$600		\$600
BUILDING ADMIN SUPPORT	\$125,364		\$125,364
FINANCIAL INSTITUTION FEES	\$0		\$0
BUILDING - CREDIT CARD FEES	\$18,000		\$18,000
BUILDING - REMOTE ACCESS DEVIC	\$8,740		\$8,740
BUILDING OFFICE SUPPLIES	\$2,500		\$2,500
BUILDING UNIFORMS & BADGES	\$4,000		\$4,000
BOOKS/PUBLIC/SUBSCRIP/MEM	\$400		\$400
MACH & EQUIP	\$2,500		\$2,500
TRANSFER TO FACILITIES MAINTENANCE FUND	\$36,201		\$36,201
<b>TOTAL BUILDING DEPARTMENT EXPENDITURES:</b>	<b>\$2,645,508</b>	<b>\$0</b>	<b>\$2,645,508</b>



**TOWN OF MIAMI LAKES**  
**FY 2016-17 ADOPTED BUDGET**  
**ALL OTHER FUNDS**

Revenue and Expenditure by Line Item

ACCOUNT NAME/DESCRIPTION	FY2016-17 ADOPTED BUDGET	FY2016-17 REV/AMD JAN 2017	FY2016-17 AMENDED BUDGET	COMMENTS
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**ELECTRIC UTILITY TAX REVENUE**

**REVENUES**

ELECTRIC UTILITY SERVICE TAX	\$2,850,000		\$2,850,000
ELECTRIC UTILITY SERVICE TAX TO GF	-\$2,480,000		-\$2,480,000
ELEC UTIL BUDGET CARRYFORWARD	\$61,692		\$61,692
TRANS GF ELEC UTIL	\$0		\$0
TRANS FR DEBT SERVICE 2010	\$0		\$0
<b>TOTAL REVENUES</b>	<b>\$431,692</b>	<b>\$0</b>	<b>\$431,692</b>

**EXPENDITURES**

CONTINGENCY	\$58,563		\$58,563
FINANCIAL INSTITUTION FEES	\$1,350		\$1,350
ANNUAL DISSEMINATION AGENT FEE	\$2,000		\$2,000
8038 CP FILING FEE	\$200		\$200
TRANSFER OUT	\$0		\$0
TRANSFER TO DEBT SERV FUND	\$369,579		\$369,579
<b>TOTAL EXPENDITURES</b>	<b>\$431,692</b>	<b>\$0</b>	<b>\$431,692</b>

**IMPACT FEES FUND**

**PARKS IMPACT FEES**

**REVENUES**

PARKS IMPACT FEES - OPEN SPACE	\$10,000		\$10,000
PARKS IMPACT FEES - IMPROVEMENTS	\$10,000		\$10,000
PARKS BUDGET CARRYFORWARD	\$2,119,457		\$2,119,457
<b>TOTAL REVENUES</b>	<b>\$2,139,457</b>	<b>\$0</b>	<b>\$2,139,457</b>

**EXPENDITURES**

TRANSFER TO CPF - PARKS	\$370,000	\$14,400	\$384,400	Transfer to CPF for Art in Public Places Program at Park East Youth Center
CONTINGENCY - OPEN SPACE	\$1,230,895		\$1,230,895	
CONTINGENCY - IMPROVEMENTS	\$538,562	-\$14,400	\$524,162	
<b>TOTAL EXPENDITURES</b>	<b>\$2,139,457</b>	<b>\$0</b>	<b>\$2,139,457</b>	

**PUBLIC SAFETY IMPACT FEES**

**REVENUES**

PUBLIC SAFETY IMPACT FEES	\$16,000		\$16,000
PUBLIC SAFETY BUDGET CARRYFORWARD	\$420,955		\$420,955
<b>TOTAL REVENUES</b>	<b>\$436,955</b>	<b>\$0</b>	<b>\$436,955</b>

**EXPENDITURES**

POLICE IMPACT FEE EXP	\$0		\$0
CONTINGENCY	\$286,955		\$286,955
TRANSFER TO CPF - FACILITIES	\$150,000		\$150,000
<b>TOTAL EXPENDITURES</b>	<b>\$436,955</b>	<b>\$0</b>	<b>\$436,955</b>

<b>TOTAL IMPACT FEE FUND REVENUES:</b>	<b>\$2,576,412</b>	<b>\$0</b>	<b>\$2,576,412</b>
<b>TOTAL IMPACT FEE FUND EXPENDITURES:</b>	<b>\$2,576,412</b>	<b>\$0</b>	<b>\$2,576,412</b>

**TOWN OF MIAMI LAKES  
FY 2016-17 ADOPTED BUDGET  
ALL OTHER FUNDS**

Revenue and Expenditure by Line Item

ACCOUNT NAME/DESCRIPTION	FY2016-17 ADOPTED BUDGET	FY2016-17 REV/AMD JAN 2017	FY2016-17 AMENDED BUDGET	COMMENTS
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**DEBT SERVICE FUND**

**REVENUES**

INTEREST INCOME	\$0		\$0
TRANSF FR SRF PTP	\$0		\$0
TRANSFER IN FROM ELEC UTIL FD	\$369,579		\$369,579
TRANSF ROAD 13 TO DEBT	\$0		\$0
TRANSFER IN FROM GENERAL FUND	\$0		\$0
UNREALIZED CAP GAIN/LOSS	\$0		\$0
FEDERAL DIRECT PAYMENT	\$178,920		\$178,920
<b>TOTAL REVENUES</b>	<b>\$548,499</b>	<b>\$0</b>	<b>\$548,499</b>

**EXPENDITURES**

SERIES 2013 PRINCIPAL	\$0		\$0
SERIES 2013 INTEREST	\$0		\$0
SERIES 2010 INTEREST	\$548,499		\$548,499
TRANSFER OUT - GENERAL FUND	\$0		\$0
TRANSFER OUT - ELECTRIC UTILITY REVENUE FUND	\$0		\$0
<b>TOTAL EXPENDITURES</b>	<b>\$548,499</b>	<b>\$0</b>	<b>\$548,499</b>

**CAPITAL PROJECTS FUND**

**FACILITIES AND EQUIPMENT IMPROVEMENT**

**REVENUES**

TRANSFER FROM IMPACT FEE FUND - POLICE	\$150,000	\$0	\$150,000	
CAP PROJBUDGET CARRYFORWARD	\$136,181	-\$12,600	\$123,581	Adjustment to prior year carryover fund balance
<b>TOTAL REVENUES</b>	<b>\$286,181</b>	<b>-\$12,600</b>	<b>\$273,581</b>	

**EXPENDITURES**

MACHINERY & EQUIPMENT	\$174,765	-\$12,600	\$162,165	Revised budget for Emergency Generator with enclosure
TRANSFER TO GENERAL FUND	\$111,416		\$111,416	
<b>TOTAL EXPENDITURES</b>	<b>\$286,181</b>	<b>-\$12,600</b>	<b>\$273,581</b>	

**PARKS IMPROVEMENTS**

**REVENUES**

FDOT - 2017 HIGHWAY BEAUTIFICATION GRANT	\$0	\$100,000	\$100,000	FDOT - Highway Beautification Council Grant awarded
CONTRIBUTION FROM DEVELOPER	\$0		\$0	
CAP PARKS BUDGET CARRYFORWARD	\$308,588	\$353,925	\$662,513	Adjustment to prior year carryover fund balance
GF TRANS PARKS OTHER	\$100,000	\$384,172	\$484,172	Transfer in from General Fund for FDOT Grant match (\$100,000), Mini Parks Improvements (\$117,300), Royal Oaks Parks water fountains and soccer goals (\$45,000), NW 154th Street and Palmetto Beautification (\$100,000) and safety
GF TRANS BEAUTIFICATION GRANT MATCH	\$0		\$0	
TRANS FR PARKS IMPACT FEE FUND	\$370,000	\$364,900	\$734,900	Rebudget FY16 transfer from Parks Impact Fee Fund. Includes MCCC Improvements (\$155,000), MLOP Improvements (\$65,000), Parks IT Enhancement, and additional funding for Optimist Building (\$65,000) and Dog Park (\$50,000), Art in Public Places at Youth Center (\$14,400) and other (\$15,500)
TRANSF IN-SPEC REVENUE	\$0		\$0	
<b>TOTAL REVENUES:</b>	<b>\$778,588</b>	<b>\$1,202,997</b>	<b>\$1,981,585</b>	

**TOWN OF MIAMI LAKES**  
**FY 2016-17 ADOPTED BUDGET**  
**ALL OTHER FUNDS**

Revenue and Expenditure by Line Item

ACCOUNT NAME/DESCRIPTION	FY2016-17 ADOPTED BUDGET	FY2016-17 REV/AMD JAN 2017	FY2016-17 AMENDED BUDGET	COMMENTS
<b>EXPENDITURES</b>				
DOG PARK	\$0	\$121,927	\$121,927	Carryover project balance
CIP RESERVE FOR PARKS	\$128,588	-\$2,886	\$125,702	
IT INFRASTRUCTURE	\$0	\$51,067	\$51,067	Carryover project balance
MINI PARKS IMPROVEMENTS	\$0		\$0	
WEST LAKE NEIGHBORHOOD REFORESTATION PRG	\$100,000		\$100,000	
<b>TOTAL CLS ADMINISTRATIVE PROJECTS:</b>	<b>\$228,588</b>	<b>\$170,108</b>	<b>\$398,696</b>	
FDOT HIGHWAY BEAUTIFICATION	\$0	\$200,000	\$200,000	FDOT Grant and Match for gateway at NW 154th Street and Palmetto
BMP - 154TH STREET AND PALMETTO	\$0	\$100,000	\$100,000	BMP - Tree and landscape installation and irrigation enhancement at 154th Street between Palmetto expressway and NW 67th Avenue
<b>TOTAL GREENWAY AND TRAILS:</b>	<b>\$0</b>	<b>\$300,000</b>	<b>\$300,000</b>	
ROP COMM CTR PLAYGROUND	\$0	\$21,872	\$21,872	Safety surface replacement
ROP BASKETBALL COURT	\$0		\$0	
ROP BALLFIELDS IMPROVEMENTS	\$0	\$45,000	\$45,000	Water fountain (\$20,000) and soccer goal (\$25,000) replacements
ROP PLAYGROUND CANOPY	\$0		\$0	
<b>TOTAL ROYAL OAKS PARK PROJECTS:</b>	<b>\$0</b>	<b>\$66,872</b>	<b>\$66,872</b>	
PLAY PLAYGROUND RENOVATION	\$0		\$0	
MINI PARKS COMM CENT EAST	\$0	\$20,315	\$20,315	Carryover project balance (\$5,715) and Art in Public Places program (\$14,400)
<b>TOTAL PARK -EAST (YOUTH CENTER):</b>	<b>\$0</b>	<b>\$20,315</b>	<b>\$20,315</b>	
MINI PARKS COMM CENT WEST	\$155,000		\$155,000	
<b>TOTAL PARK - WEST (MARY COLLINS):</b>	<b>\$155,000</b>	<b>\$0</b>	<b>\$155,000</b>	
MLOP CLUBHOUSE	\$0	\$528,402	\$528,402	Carryover project balance
MLOP MARINA	\$140,000		\$140,000	
MLOP STORAGE FACILITY	\$80,000		\$80,000	
MLOP MASTER PLAN	\$100,000		\$100,000	
MLOP W&S CONNECT -CURR CONST	\$0		\$0	
<b>TOTAL MIAMI LAKES OPTIMIST PARK</b>	<b>\$320,000</b>	<b>\$528,402</b>	<b>\$848,402</b>	
MINI PARKS IMPROVEMENTS	\$50,000	\$117,300	\$167,300	Improvements include new playground, safety surface, drainage and irrigation, swale curbing, sod restoration, and rule signs
<b>TOTAL MINI PARKS</b>	<b>\$50,000</b>	<b>\$117,300</b>	<b>\$167,300</b>	
BRIDGE PARK	\$25,000		\$25,000	
PAR 3 PARK	\$0		\$0	
PASSIVE PARK DEVELOPMENT	\$0		\$0	
<b>TOTAL PASSIVE PARK DEVELOPMENT</b>	<b>\$25,000</b>	<b>\$0</b>	<b>\$25,000</b>	
<b>TOTAL PARKS IMPROVEMENTS EXPENDITURES</b>	<b>\$778,588</b>	<b>\$1,202,997</b>	<b>\$1,981,585</b>	

**TOWN OF MIAMI LAKES**  
**FY 2016-17 ADOPTED BUDGET**  
**ALL OTHER FUNDS**

Revenue and Expenditure by Line Item

ACCOUNT NAME/DESCRIPTION	FY2016-17 ADOPTED BUDGET	FY2016-17 REV/AMD JAN 2017	FY2016-17 AMENDED BUDGET	COMMENTS
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**TRANSPORTATION IMPROVEMENTS**

<b>REVENUES</b>				
SECOND LOC OPT GAS TAXE 3 cent	\$164,080		\$164,080	
MPO GRANT	\$40,000		\$40,000	
SAFE ROUTES TO SCHOOL	\$0	\$111,981	\$111,981	Balance on Grant Award rebudgeted
STATE GRANT	\$0	\$100,000	\$100,000	FDOT Highway Beautification Grant rebudgeted
INTEREST INCOME	\$0		\$0	
TRANSF F/SRF PTP	\$26,276		\$26,276	
TRANSF FROM MOBILITY FEE FUND	\$700,000		\$700,000	
CAPTRANSB BUDGET CARRYFORWARD	\$944,888	\$341,454	\$1,286,342	Adjustment to prior year carryover fund balance
<b>TOTAL REVENUES</b>	<b>\$1,875,244</b>	<b>\$553,435</b>	<b>\$2,428,679</b>	
<b>EXPENDITURES</b>				
TRAFFIC CALMING	\$0		\$0	
CIP RESERVE FOR TRANSPORT		\$18,910	\$18,910	Contingency for Transportation project needs.
BUS SHELTER ACQUISITION	\$0		\$0	
59TH AVENUE EXTENSION, PUBLIC WORKS	\$191,334		\$191,334	
STORAGE YARD AND BOAT YARD				
TRANSF LAKE MARTHA IMPROV	\$0		\$0	
TRANSF LAKE SARAH IMPROV	\$170,660		\$170,660	
SAFE ROUTES TO SCHOOL ALONG MLS	\$0	\$233,481	\$233,481	Carryover project balance
HUTCHINSON ROADWAY & DRAINAGE IMPR	\$74,750		\$74,750	
BEAUTIFICATION	\$0	\$48,592	\$48,592	Carryover project balance
BEAUTIFICATION FDOT	\$0	\$182,597	\$182,597	Carryover project balance
WINDMILL GATE ROAD IMPROVEMENTS	\$350,000	\$45,415	\$395,415	Carryover project balance
PALMETTO & NW 67TH AVENUE	\$0	\$16,000	\$16,000	Carryover project balance
GREENWAY AND TRAILS STRIPING	\$0	\$5,143	\$5,143	Carryover project balance
PEDESTRIAN CROSSWALKS	\$0	\$20,358	\$20,358	Carryover project balance
164TH STREET & NW 87TH AVENUE	\$18,500	-\$17,061	\$1,439	Project completed in FY 2016
MIAMI LAKES GREEN (NW 77TH CT GREENWAY	\$140,000		\$140,000	
154TH STREET & 77TH COURT	\$130,000		\$130,000	
COMPLETE STREETS IMPLEMENTATION PLAN	\$50,000		\$50,000	
BICYCLE/PEDESTRIAN IMPROVEMENTS	\$50,000		\$50,000	
146TH STREET UNDERPASS BRIDGE	\$170,000		\$170,000	
160TH STREET UNDERPASS BRIDGE	\$170,000		\$170,000	
ADAPTIVE SIGNALIZATION PROGRAM	\$360,000		\$360,000	
<b>TOTAL EXPENDITURES:</b>	<b>\$1,875,244</b>	<b>\$553,435</b>	<b>\$2,428,679</b>	

**STORMWATER IMPROVEMENTS**

<b>REVENUES</b>				
STORMWATER GRANTS	\$300,000	\$125,000	\$425,000	SFWMD Grant awarded for Lake Sarah
STORMWATER GRANTS	\$678,500	\$45,572	\$724,072	Balance on Grant Award rebudgeted
CAPITAL SW BUDGET CARRYFORWD	\$422,023	\$224,469	\$646,492	Adjustment to prior year carryover fund balance
TRANSF IN-PEOPLES TRANSPORTATION PRGM	\$0		\$0	
TRANSF IN-STORMWATER	\$468,967		\$468,967	
<b>TOTAL REVENUES:</b>	<b>\$1,869,490</b>	<b>\$395,041</b>	<b>\$2,264,531</b>	
<b>EXPENDITURES</b>				
ROYAL OAKS DRAINAGE & ROADWAY IMPROVS	\$0		\$0	
CANAL BANK STABILIZATION	\$678,500	\$45,572	\$724,072	Carryover project balance
LAKE MARTHA DRAINAGE IMPROVEMENT	\$0		\$0	
LAKE SARAH IMPROVEMENT	\$1,150,740	\$125,000	\$1,275,740	Lake Sarah Grant
HUTCHINSON ROADWAY & DRAINAGE IMPR	\$40,250		\$40,250	
OPERATING CONTINGENCY- STORM	\$0	\$224,469	\$224,469	Contingency for Stormwater capital project needs.
<b>TOTAL EXPENDITURES:</b>	<b>\$1,869,490</b>	<b>\$395,041</b>	<b>\$2,264,531</b>	

<b>TOTAL CAPITAL FUND PROJECTS REVENUES</b>	<b>\$4,809,503</b>	<b>\$2,138,873</b>	<b>\$6,948,376</b>	
<b>TOTAL CAPITAL FUND PROJECTS EXPENDITURES</b>	<b>\$4,809,503</b>	<b>\$2,138,873</b>	<b>\$6,948,376</b>	

**TOWN OF MIAMI LAKES**  
**FY 2016-17 ADOPTED BUDGET**  
**ALL OTHER FUNDS**

Revenue and Expenditure by Line Item

ACCOUNT NAME/DESCRIPTION	FY2016-17 ADOPTED BUDGET	FY2016-17 REV/AMD JAN 2017	FY2016-17 AMENDED BUDGET	COMMENTS
<b>STORMWATER UTILITY FUND</b>				
<b>REVENUES</b>				
STORMWATER UTILITY FEES	\$1,050,000		\$1,050,000	
INTEREST EARNINGS	\$32,000		\$32,000	
STORMWATER BUDGET CARRYFORWD	\$546,065		\$546,065	
INTER-FUND TRANSFERS	\$0		\$0	
<b>TOTAL REVENUES:</b>	<b>\$1,628,065</b>	<b>\$0</b>	<b>\$1,628,065</b>	
<b>EXPENDITURES</b>				
ADMINISTRATIVE SUPP TO STORMWATER	\$0		\$0	
WASAD FEE COLLECTION	\$31,500		\$31,500	
STORMWATER ADMINISTRATION	\$32,000		\$32,000	
PUBLIC OUTREACH/WORKSHOPS	\$5,000		\$5,000	
BOOKS PUBLICATIONS	\$1,000		\$1,000	
TRAINING AND EDUCATION	\$5,000		\$5,000	
S/W UTIL REVENUE BOND DEBT	\$68,000		\$68,000	
FEMA FUNDED CANAL DREDGING PAYMENT	\$15,000		\$15,000	
TRANSFER TO CAP PROJECTS FD	\$468,967		\$468,967	
<b>TOTAL STORMWATER UTILITY EXPENSES</b>	<b>\$626,467</b>	<b>\$0</b>	<b>\$626,467</b>	
NPDES COMPUT. DISCHARGE MOD	\$1,000		\$1,000	
NPDES PERMIT FEES	\$15,000		\$15,000	
<b>TOTAL NPDES COSTS</b>	<b>\$16,000</b>	<b>\$0</b>	<b>\$16,000</b>	
REGULAR SALARIES	\$148,653		\$148,653	
EMPLOYEE BONUS/COLA	\$1,600		\$1,600	
STORMWATER OVERTIME	\$1,000		\$1,000	
PAYROLL TAXES	\$11,372		\$11,372	
FRS CONTRIBUTIONS	\$11,179		\$11,179	
HEALTH & LIFE INSURANCE	\$36,421		\$36,421	
WIRELESS STIPEND	\$750		\$750	
LAKE QUALITY ASSESSMENT	\$50,000		\$50,000	
MASTER PLAN UPDATE	\$30,000		\$30,000	
STORMWATER INSPECTOR	\$65,000		\$65,000	
CLEAN BASINS PIPES TRENCHES	\$42,000		\$42,000	
MINOR REPAIRS & IMPROVEMENTS	\$100,000		\$100,000	
COMMUNITY RATING SYSTEM	\$2,000		\$2,000	
STREET SWEEPING	\$31,875		\$31,875	
REPAIR AND MAINTENANCE	\$15,000		\$15,000	
CANAL MAINTENANCE	\$218,125		\$218,125	
STORMWATER CONTINGENCY	\$205,652		\$205,652	
MISC EXPENSES/REMOTE ACCESS DEVICE	\$960		\$960	
UNIFORMS	\$1,410		\$1,410	
GAS, OIL, LUBRICANTS	\$12,000		\$12,000	
EDUCATION & TRAINING	\$0		\$0	
MACHINERY AND EQUIPMENT	\$0		\$0	
NW 79 AVE NO OF 154 STREET	\$0		\$0	
COMPUTER SOFTWARE LICENSES	\$600		\$600	
<b>TOTAL STORMWATER OPERATING</b>	<b>\$985,598</b>	<b>\$0</b>	<b>\$985,598</b>	
<b>TOTAL STORMWATER UTILITY REVENUES</b>	<b>\$1,628,065</b>	<b>\$0</b>	<b>\$1,628,065</b>	
<b>TOTAL STORMWATER UTILITY EXPENDITURES</b>	<b>\$1,628,065</b>	<b>\$0</b>	<b>\$1,628,065</b>	



**TOWN OF MIAMI LAKES  
FY 2016-17 ADOPTED BUDGET  
ALL OTHER FUNDS**

Revenue and Expenditure by Line Item

ACCOUNT NAME/DESCRIPTION	FY2016-17 ADOPTED BUDGET	FY2016-17 REV/AMD JAN 2017	FY2016-17 AMENDED BUDGET	COMMENTS
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**FACILITY MAINTENANCE FUND**

**REVENUES**

TRANS FROM GENERAL FUND - ADMINISTRATION	\$167,081		\$167,081
TRANS FROM GENERAL FUND - POLICE	\$75,187		\$75,187
TRANS FROM BUILDING FUND	\$36,201		\$36,201
<b>TOTAL FACILITY MAINTENANCE REVENUES:</b>	<b>\$278,469</b>	<b>\$0</b>	<b>\$278,469</b>

**EXPENDITURES**

SALARIES	\$40,000		\$40,000
PAYROLL TAXES	\$3,060		\$3,060
FRS CONTRIBUTIONS	\$3,008		\$3,008
HEALTH & LIFE INSURANCE	\$10,191		\$10,191
TELEPHONE SERVICES	\$16,140		\$16,140
UTILITIES	\$57,860		\$57,860
REPAIR AND MAINT CONTRACTS	\$146,000		\$146,000
REMOTE ACCESS DEVICE	\$960		\$960
OPERATING SUPPLIES	\$1,250		\$1,250
<b>TOTAL FACILITY MAINTENANCE EXPENDITURES:</b>	<b>\$278,469</b>	<b>\$0</b>	<b>\$278,469</b>

**TOWN OF MIAMI LAKES**  
**FY 2016-17 ADOPTED BUDGET**  
**REVISED FIVE-YEAR CAPITAL IMPROVEMENT PLAN**  
Revenue and Expenditure by Line Item

	FY2016-17	FY2017-18	FY2018-19	FY2019-20	FY2020-21	COMMENTS
<b>FACILITIES AND EQUIPMENT IMPROVEMENT</b>						
<b>REVENUES</b>						
TRANSFER FROM IMPACT FEES FUND	\$150,000	\$0	\$0	\$0	\$0	Transfer from Police Impact Fees Fund for public safety capital improvement as identified
CAP PROJ BUDGET CARRYFORWARD	\$136,181	\$0	\$0	\$0	\$0	Prior year carryforward sub-fund balance
<b>TOTAL REVENUES</b>	<b>\$286,181</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
<b>EXPENDITURES</b>						
MACHINERY & EQUIPMENT	\$174,765	\$0	\$0	\$0	\$0	Installation of emergency generator and construction of enclosure at Town Hall, which is essentially the Town's command center for the Police Department in the event of a hurricane
TRANSF TO SRF - BLACK OLIVE PROGRAM	\$111,416	\$0	\$0	\$0	\$0	Transfer/Reversal of carryforward funding for generator and enclosure back to the General Fund
<b>TOTAL EXPENDITURES</b>	<b>\$286,181</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
<b>PARKS IMPROVEMENT</b>						
<b>REVENUES</b>						
CAP PARKS BUDGET CARRYFORWARD	\$308,588	\$0	\$0	\$0	\$0	Prior year carryforward sub-fund balance
GF TRANSF PARKS OTHER	\$100,000	\$450,000	\$0	\$0	\$0	Transfers from General Fund
GF TRANSF BEAUTIFCATION GRANT MATCH	\$0	\$10,000	\$10,000	\$10,000	\$10,000	Town's matching grant for Neighborhood Improvement
TRANSF IN- PARKS IMPACT FEE FUND - OPEN SPACE	\$0	\$75,000	\$0	\$0	\$0	Transfers from Parks Impact Fee Fund - Open Space for projects as identified
TRANSF IN- PARKS IMPACT FEE FUND - IMPROVEMENTS	\$370,000	\$550,000	\$0	\$0	\$0	Transfers from Parks Impact Fee Fund - Parks Improvements for improvements to Parks facilities
<b>TOTAL REVENUES:</b>	<b>\$778,588</b>	<b>\$1,085,000</b>	<b>\$10,000</b>	<b>\$10,000</b>	<b>\$10,000</b>	
<b>EXPENDITURES</b>						
CIP RESERVE FOR PARKS	\$128,588	\$0	\$0	\$0	\$0	Reserve for future parks improvement projects earmarked for FDOT FY17 Beautification Grant match if awarded
NIC BEAUTIFCATION MATCHING GRANT PROGRAM	\$0	\$10,000	\$10,000	\$10,000	\$10,000	Grant match funding for neighborhood improvement

**TOWN OF MIAMI LAKES**  
**FY 2016-17 ADOPTED BUDGET**  
**REVISED FIVE-YEAR CAPITAL IMPROVEMENT PLAN**  
Revenue and Expenditure by Line Item

	FY2016-17	FY2017-18	FY2018-19	FY2019-20	FY2020-21	COMMENTS
WEST LAKE REFORESTATION PROGRAM	\$100,000	\$0	\$0	\$0	\$0	Total project is estimated at \$500,000. FY 17 Remove and replace 1/5 of tree canopy in West Lake neighborhood.
<b>TOTAL CLS ADMINISTRATIVE PROJECTS:</b>	<b>\$228,588</b>	<b>\$10,000</b>	<b>\$10,000</b>	<b>\$10,000</b>	<b>\$10,000</b>	
PARKS WEST COMM CENTERT	\$155,000	\$0	\$0	\$0	\$0	Mary Collins Community Center Improvements to include Roof Replacement (\$50,000), impact resistant windows & doors (\$75,000) and air condition (\$30,000)
<b>TOTAL MCCC - PARK WEST</b>	<b>\$155,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
MLOP MARINA	\$140,000	\$0	\$0	\$0	\$0	Replace roof and upgrade marina bathrooms with energy efficient fixtures and fittings
MLOP STORAGE FACILITY	\$80,000	\$0	\$0	\$0	\$0	Replace roof, A/C unit, ice machine, and renovate bathrooms. Remodel interior for an office space and complete storage space for Parks equipment; paint interior and exterior of building
MLOP MASTER PLAN	\$100,000	\$1,000,000	\$0	\$0	\$0	FY17 Funding to complete design of MLOP Master Plan; FY18 Implementation of design to include construction.
<b>TOTAL MIAMI LAKES OPTIMIST PARK</b>	<b>\$320,000</b>	<b>\$1,000,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
MINI PARKS IMPROVEMENTS	\$50,000	\$0	\$0	\$0	\$0	New furniture throughout pocket parks including signage, benches and waste bins
<b>TOTAL MINI PARKS</b>	<b>\$50,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
BRIDGE PARK	\$25,000	\$0	\$0	\$0	\$0	Develop interlocal agreement between Miami Lakes and City of Hialeah
MADDEN'S HAMMOCK PARK	\$0	\$75,000	\$0	\$0	\$0	Design services for Madden's Hammock
<b>TOTAL PASSIVE PARK</b>	<b>\$25,000</b>	<b>\$75,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
<b>TOTAL PARKS IMPROVEMENTS EXPENDITURES</b>	<b>\$778,588</b>	<b>\$1,085,000</b>	<b>\$10,000</b>	<b>\$10,000</b>	<b>\$10,000</b>	

**TOWN OF MIAMI LAKES**  
**FY 2016-17 ADOPTED BUDGET**  
**REVISED FIVE-YEAR CAPITAL IMPROVEMENT PLAN**  
Revenue and Expenditure by Line Item

	FY2016-17	FY2017-18	FY2018-19	FY2019-20	FY2020-21	COMMENTS
<b>TRANSPORTATION IMPROVEMENT</b>						
<b>REVENUES</b>						
SECOND LOCAL OPTION GAS TAX 3 cent	\$164,080	\$165,000	\$170,000	\$170,000	\$170,000	1 to 5 cent tax per Florida Statute 336.025
MPO GRANT	\$40,000	\$0	\$0	\$0	\$0	Complete Streets Grant Award from MPO
SAFE ROUTES TO SCHOOL	\$0	\$0	\$0	\$0	\$0	FY16 includes grant with Town match of \$121,500
154TH AND PALMETTO GRANT	\$0	\$0	\$0	\$0	\$0	FY16 FDOT Grant for 154 Street and Palmetto beautification.
STATE GRANT - TAP	\$0	\$1,600,000	\$85,000	\$0	\$0	FDOT & MPO Grant for Transportation Alternative Program (TAP) - Greenway Trail Phase 3
STATE GRANT - TAP	\$0	\$0	\$0	\$0	\$541,544	FDOT & MPO Grant for Transportation Alternative Program (TAP) - GREEN 2.0 Project
301 381050 GF TRANS FOR TRANSPORTATION	\$0	\$0	\$0	\$0	\$0	Funding for Beautification Master Plan
TRANSFER IN- SRF PTP	\$26,276	\$350,000	\$350,000	\$350,000	\$350,000	Transfers from Special Revenue Fund PTP 80% (half-cent discretionary sales surtax) for transportation related and roadway improvement capital projects
TRANSFER IN- MOBILITY FEE FUND	\$700,000	\$0	\$0	\$0	\$0	Transfers from Mobility Fee Trust Account Fund for projects as identified
CAPTRANSP BUDGET CARRYFORWARD	\$944,888	\$0	\$0	\$0	\$130,000	Prior year carryforward sub-fund balance
<b>TOTAL REVENUES</b>	<b>\$1,875,244</b>	<b>\$2,115,000</b>	<b>\$605,000</b>	<b>\$520,000</b>	<b>\$1,191,544</b>	
<b>EXPENDITURES</b>						
CIP RESERVE FOR TRANSPORT	\$0	\$0	\$0	\$130,000	\$260,000	Contingency for transportation project needs
59TH AVENUE EXTENSION, PUBLIC WORKS STORAGE YARD AND BOAT YARD	\$191,334	\$317,840	\$0	\$0	\$0	Secure approval from FAA and South Florida Water Management District to extend 59th Avenue south to Miami Lakes Drive to include construction of PW Yard and Boat Storage facility. Total project cost \$5.8M
TRANSP LAKE SARAH/HILDA ROADWAY AND DRAINAGE IMP	\$170,660	\$197,160	\$0	\$0	\$0	Total project cost is estimated at \$2 million. FDEP grant awarded for \$300,000. Design completed in FY14; bidding and construction of Phases 1 and 2 to commence in FY17 for a total of \$1,321,400 (construction \$1.19M, construction admin \$71,400; permitting and other fees \$60,000). Cost split between Transportation and Stormwater.
TRANSP HUTCHINSON ROADWAY & DRAINAGE	\$74,750	\$0	\$0	\$0	\$0	Hutchinson Roadway & Drainage Improvement - 65% to transportation and 35% allocation to stormwater for a total project cost of \$115,000

**TOWN OF MIAMI LAKES**  
**FY 2016-17 ADOPTED BUDGET**  
**REVISED FIVE-YEAR CAPITAL IMPROVEMENT PLAN**  
Revenue and Expenditure by Line Item

	FY2016-17	FY2017-18	FY2018-19	FY2019-20	FY2020-21	COMMENTS
WEST LAKE ROADWAY & DRAINAGE - NW 148TH TERRACE/ NW 148TH STREET/ NW 149TH TERRACE	\$0	\$0	\$390,000	\$390,000	\$390,000	Total project cost is estimated at \$1.95M and allocated 60% to Transportation and 40% to Stormwater. Project is divided into 3 Phases. Design was completed in FY14 as part of West Lake Phase 1 Project. Bidding and construction to commence in FY19 and all three phases completed by FY21.
WINDMILL GATE ROAD IMPRV	\$350,000	\$0	\$0	\$0	\$0	Intersection improvement at Windmill Gate and Palmetto. FY17 funding for construction. FY16 includes survey, design and land transfer cost. Total project cost \$400,000
164TH STREET & NW 87TH AVENUE	\$18,500	\$0	\$0	\$0	\$0	Widening of 164th Street and 87th Avenue. Signalling implementation to be funded by Miami-Dade County
MIAMI LAKES GREEN/NW 77TH CT GREENWAY SOUTH	\$140,000	\$900,000	\$0	\$0	\$0	A grant awarded for construction between 154th Street and the Dog Park (\$600K). FY17 funding for design for construction to commence in FY18
NW 77TH CT GREENWAY NORTH	\$0	\$0	\$215,000	\$0	\$0	TAP Grant awarded (\$85,000) for construction of a multi-purpose greenway trail from NW 77th Court, north from NW 154th Street to NW 163rd Street.
154TH STREET & 77TH COURT	\$130,000	\$0	\$0	\$0	\$0	Traffic Analysis was conducted for FDOT Review in FY2016. Funding is to design and construct a northbound right turn lane pending FDOT approval.
COMPLETE STREETS IMPLEMENTATION PLAN	\$50,000	\$0	\$0	\$0	\$0	Improvements to pedestrian connections and bike lanes at Town Center. Complete Streets Grant awarded for \$40,000 with Town match of \$10,000 will cover design work
TAP GRANT PROJECTS DESIGN FOR BICYCLE/PEDESTRIAN IMPROVEMENTS	\$50,000	\$0	\$0	\$0	\$0	Design of projects funded by TAP Grant (\$1M) awarded in FY18
146TH STREET UNDERPASS BRIDGE	\$170,000	\$0	\$0	\$0	\$0	Design of Underpass bridge at 146th Street and Palmetto
160TH STREET UNDERPASS BRIDGE	\$170,000	\$0	\$0	\$0	\$0	Design of Underpass bridge at 160th Street and Palmetto
ADAPTIVE SIGNALIZATION PROGRAM	\$360,000	\$0	\$0	\$0	\$0	Implementation of adaptive hardware and software at 5 main intersections of the Town along 154th Street between 82nd Avenue and Palmetto Expressway
ADA/SIDEWALK IMPROVEMENTS	\$0	\$400,000	\$0	\$0	\$0	Improvements based on ADA Assessment Report.
BICYCLE/PEDESTRIAN IMPROVEMENTS	\$0	\$300,000	\$0	\$0	\$0	Create shared-use paths to accommodate two-direction travel for bicyclists and pedestrians and enhance crosswalks at intersections
GREEN 2.0 PROJECT	\$0	\$0	\$0	\$0	\$541,544	Reconstruction of NW 146th Street between NW 89th Avenue and NW 87th Avenue to two lanes with bike lanes and landscaped paths.
<b>TOTAL EXPENDITURES:</b>	<b>\$1,875,244</b>	<b>\$2,115,000</b>	<b>\$605,000</b>	<b>\$520,000</b>	<b>\$1,191,544</b>	



**TOWN OF MIAMI LAKES**  
**FY 2016-17 ADOPTED BUDGET**  
**REVISED FIVE-YEAR CAPITAL IMPROVEMENT PLAN**  
Revenue and Expenditure by Line Item

	FY2016-17	FY2017-18	FY2018-19	FY2019-20	FY2020-21	COMMENTS
<b>STORMWATER IMPROVEMENT</b>						
<b>REVENUES</b>						
STORMWATER GRANTS	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	FY17 FDEP Grant to fund stormwater improvements to Lake Hilda/Sarah. Anticipated Legislative grants in outgoing years
STORMWATER GRANTS	\$678,500	\$0	\$0	\$0	\$0	Canal Bank Stabilization grant
CAPITAL SW BUDGET CARRYFORWD	\$422,023	\$0	\$139,960	\$479,960	\$819,960	Prior year carryforward sub-fund balance
TRANSF IN-STORMWATER	\$468,967	\$300,000	\$300,000	\$300,000	\$300,000	Transfer from Stormwater Utility Fund towards the drainage portion of projects as identified
<b>TOTAL REVENUES:</b>	<b>\$1,869,490</b>	<b>\$600,000</b>	<b>\$739,960</b>	<b>\$1,079,960</b>	<b>\$1,419,960</b>	
<b>EXPENDITURES</b>						
WEST LAKE ROADWAY & DRAINAGE - NW 148TH TERRACE/ NW 148TH STREET/ NW 149TH TERRACE	\$0	\$0	\$260,000	\$260,000	\$260,000	Total project cost is estimated at \$1.95M and allocated 60% to Transportation and 40% to Stormwater. Project is divided into 3 Phases. Design was completed in FY14 as part of West Lake Phase 1 Project. Bidding and construction to commence in FY19 and all three phases completed by FY21.
ROYAL OAKS DRAINAGE & ROADWAY IMPROVS	\$0	\$0	\$0	\$0	\$1,159,960	Total project cost estimated at \$2 million. Design completed in FY2014 (\$120,000); bidding in 2020; construction to commence in FY2021 (construction cost \$1.8M, administration \$60,000)
CANAL BANK STABILIZATION	\$678,500	\$0	\$0	\$0	\$0	Stabilization of canal banks along 170 Street and 77 Court; Engineering fees \$130,000 and construction cost \$870,000. Design completed in FY15, construction commenced in FY16 to be completed in FY17
LAKE SARAH/HILDA IMPROVEMENT	\$1,150,740	\$460,040	\$0	\$0	\$0	Total project cost is estimated at \$2 million. FDEP grant awarded for \$300,000. Design completed in FY14; bidding and construction of Phases 1 and 2 to commence in FY17 for a total of \$1,321,400 (construction \$1.19M, construction admin \$71,400; permitting and other fees \$60,000). Cost split between Transportation and Stormwater. Phase 3 for FY2018
HUTCHINSON ROADWAY & DRAINAGE	\$40,250	\$0	\$0	\$0	\$0	Hutchinson Roadway & Drainage Improvement - 65% to transportation and 35% allocation to stormwater for a total project cost of \$115,000
OPERATING CONTINGENCY- STORM	\$0	\$139,960	\$479,960	\$819,960	\$0	Contingency for Stormwater capital project needs
<b>TOTAL EXPENDITURES:</b>	<b>\$1,869,490</b>	<b>\$600,000</b>	<b>\$739,960</b>	<b>\$1,079,960</b>	<b>\$1,419,960</b>	
<b>TOTAL CAPITAL FUND PROJECTS REVENUES</b>	<b>\$4,809,503</b>	<b>\$3,800,000</b>	<b>\$1,354,960</b>	<b>\$1,609,960</b>	<b>\$2,621,504</b>	
<b>TOTAL CAPITAL FUND PROJECTS EXPENDITURES</b>	<b>\$4,809,503</b>	<b>\$3,800,000</b>	<b>\$1,354,960</b>	<b>\$1,609,960</b>	<b>\$2,621,504</b>	



## **Town of Miami Lakes Memorandum**

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**To:** Honorable Mayor and Councilmembers

**From:** Alex Rey, Town Manager and Raul Gastesi, Esq., Town Attorney

**Subject:** Marijuana Dispensary Moratorium

**Date:** January 17, 2017

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### **Recommendation:**

It is recommended that the Town institute a 6-month moratorium on the establishment of marijuana dispensing organizations and medical marijuana treatment centers with the Town, in order to consider and weigh the changes to the LDC needed to suitably register and accommodate these centers within Town boundaries.

### **Background:**

On November 8, 2016, Florida voters approved Amendment 2, titled "Use of Marijuana for Debilitating Medical Conditions"; which fully legalized the medical use of marijuana throughout the State for individuals with specified "debilitating" conditions and authorized cultivation, processing, distribution, and sale of marijuana and related activities by licensed "Medical Marijuana Treatment Centers".

Pursuant to Section 381.986(8) of the Florida Statutes, a municipality may determine by ordinance the criteria for the number and location of, and other permitting requirements that do not conflict with state law for dispensing facilities of dispensing organizations located within its municipal boundaries and since the Town's Land Development Regulations do not currently contain provisions for the regulation of marijuana dispensing organizations and marijuana treatment centers, a moratorium would allow time for appropriate legislation to be drafted, considered, and adopted to address these new uses. The attached ordinance would impose a 6-month moratorium on the establishment of marijuana dispensing organizations and medical marijuana treatment centers with the Town.

Many jurisdictions across Florida have adopted, or are in the process of adopting, moratoria on this issue.

### **Attachments:**

**Ordinance**

**ORDINANCE NO. 17-\_\_\_\_\_**

**AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, ESTABLISHING A TEMPORARY MORATORIUM ON THE SUBMITTAL, PROCESSING, AND ISSUANCE OF CERTIFICATES OF USE OR LAND USE MODIFICATION OR APPROVALS FOR MARIJUANA DISPENSING ORGANIZATIONS OR MARIJUANA TREATMENT CENTERS FOR A PERIOD OF ONE HUNDRED EIGHTY (180) DAYS FROM THE DATE OF ADOPTION OF THIS ORDINANCE; PROVIDING FOR LEGISLATIVE FINDINGS; THE GEOGRAPHIC AREA COVERED; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Florida Legislature in 2014 enacted a medical marijuana law, the “Compassionate Medical Cannabis Act of 2014” (codified as Section 381.986, Florida Statutes) (“Act”) which authorized a limited number of large nurseries to cultivate, process, transport and dispense non-euphoric, low THC cannabis and operate as “Dispensing Organizations” for individuals with certain specified serious ailments; and

**WHEREAS**, the Florida Legislature in 2016 amended the Compassionate Medical Cannabis Act (Section 381.986, Florida Statutes) to include the use of “medical marijuana: for eligible patients with terminal conditions; and

**WHEREAS**, the 2016 Amendment to Section 381.986, Florida Statutes, expanded the type of marijuana available to eligible patients beyond low THC cannabis to include all types of marijuana, and the statutory amendment has been codified and has become effective in the State of Florida; and

**WHEREAS**, on November 8, 2016, Florida’s voters voted in favor of an amendment to the Florida Constitution, titled “Use of Marijuana for Debilitating Medical Conditions (“Amendment 2”); and

**WHEREAS**, Amendment 2 fully legalizes the medical use of marijuana throughout the State of Florida for those individuals with specified debilitating conditions, and authorized the cultivation processing, distribution and sale of marijuana and related activities by licensed “Medical Marijuana Treatment Centers”; and

**WHEREAS**, Section 381.986(8)(b), Florida Statutes, provides that the criteria for the number and location of Medical Marijuana Treatment Centers and other permitting requirements that do not conflict with state law or rules of the Florida Department of Health may be established by local ordinance; and

**WHEREAS**, Section 166.021(3), Florida Statutes, the governing body of each municipality in the state has the power to enact legislation concerning any subject matter upon which the state legislature may act, except when expressly prohibited by law; and

**WHEREAS**, Florida laws relating to the cultivation, production and dispensing of cannabis products are rapidly changing – raising substantial questions about whether cannabis-related land uses, as a category of commercial use, may have deleterious and negative secondary effects on surrounding land uses and communities without reasonable regulations; and

**WHEREAS**, the purpose of this ordinance is to place a temporary moratorium on the opening of any new cannabis dispensing facilities; and

**WHEREAS**, the Town of Miami Lakes Council finds that the temporary moratorium imposed by this ordinance is being imposed for a reasonable duration intended to give the town the time reasonably necessary to investigate the impacts of cannabis dispensing facilities, and if necessary, to promulgate reasonable regulations relating to such establishments; and

**WHEREAS**, the Town of Miami Lakes Council hereby finds that this ordinance is in the best interest of the public health, safety and welfare; and

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:**

**Section 1. Findings of Fact.** The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this ordinance.

**Section 2. Definitions.** For purposes of this ordinance, the following words terms and phrases, including their respective derivatives have the following meanings:

- a. *Cannabis* means all parts of any plant of the genus *Cannabis*, whether growing or not; the seeds thereof; the resin extracted from any part of the plant and every compound, manufacture, salt derivative, mixture or preparation of the plant or its seeds or resin.

- b. *Cannabis dispensary* means an establishment where the cultivation of the cannabis plant, sale of the cannabis plant, sale of any part of the cannabis plant, including its flowers and any derivative product of the cannabis plant, except for low-THC cannabis, is dispensed at retail.
- c. *Derivative product* means any form of cannabis suitable for routes of administration.
- d. *Low-THC cannabis* means a plant of the genus *Cannabis*, the dried flowers of which contain 0.8 percent or less of tetrahydrocannabinol and more than 10 percent of cannabidiol weight for weight; the seeds thereof; the resin extracted from any part of such plant; or any compound, manufacture, salt, derivative, mixture, or preparation of such plant or its seed or resin that is dispensed only from a dispensing organization approved by the Florida Department of Health pursuant to Section 381.986, Florida Statutes.
- e. *Low-THC cannabis dispensary* means an establishment where low-THC cannabis is dispensed at retail.

**Section 3. – Temporary Moratorium.** Beginning on the effective date of this ordinance and continuing through One Hundred Eighty (180) days from the effective date or sooner if provided pursuant to section 4 of this ordinance, a moratorium is hereby imposed on the opening of new cannabis dispensaries and low-THC cannabis dispensaries. During the moratorium, it is unlawful and a violation of this ordinance for any person, firm or corporation to open or cause to be opened any cannabis dispensary or low-THC cannabis dispensary within the Town of Miami Lakes.

**Section 4. – Expiration of the Temporary Moratorium.** The temporary moratorium imposed by Section 3 of this ordinance expires as of the earliest of the following occurrences:

- a. One Hundred Eighty (180) days from the effective date of this Ordinance; or
- b. A date prior to the expiration of One Hundred Eighty (180) days, if provided by ordinance of the Town of Miami Lakes.
- c. This moratorium may be extended by a Resolution of the Town of Miami Lakes.



**Section 5. – Recommendation for Land Development Regulations.** The planning official is hereby directed to study, develop, and recommend land development regulations for cannabis dispensaries and low-THC cannabis dispensaries in the Town of Miami Lakes, with such recommendation being delivered to the Town of Miami Lakes Council. 2017.

**Section 6. - Inclusion in the Town Code.** It is the intention of the Town Council, and it is hereby ordained, that the provisions of Exhibit A 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.

**Section 7. - Severability.** If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance which can be given effect without invalid provision or application and to this end the provisions of this ordinance are severable.

**Section 8. - Effective date.** This Ordinance shall become effective immediately upon its adoption on second reading.

**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 Tony Lama	_____
Councilmember Luis Collazo	_____
Councilmember Tim Daubert	_____
Councilmember Ceasar Mestre	_____
Councilmember Frank Mingo	_____
Councilmember Nelson Rodriguez	_____

Passed and adopted on first reading this 17<sup>th</sup> day of January, 2017.

**THIS SPACE INTENTIONALLY LEFT BLANK**

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 Tony Lama	_____
Councilmember Luis Collazo	_____
Councilmember Tim Daubert	_____
Councilmember Ceasar Mestre	_____
Councilmember Frank Mingo	_____
Councilmember Nelson Rodriguez	_____

\_\_\_\_\_  
Manny Cid  
MAYOR

Attest:

\_\_\_\_\_  
Gina Inguanzo  
TOWN CLERK

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Raul Gastesi, Jr.  
Gastesi & Associates, P.A.  
TOWN ATTORNEY



## **Town of Miami Lakes Memorandum**

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**To:** Honorable Mayor and Councilmembers

**From:** Alex Rey, Town Manager and Raul Gastesi, Esq., Town Attorney

**Subject:** Temporary Moratorium on the Placement of Telecommunications Equipment in the Public Right of Way

**Date:** January 17, 2017

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### **Recommendation:**

It is recommended that the Town institute a 6-month moratorium on the approval of permits to install telecommunication equipment in the public rights-of-way in order to consider and weigh the changes to the Land Development Code needed to suitably accommodate these facilities within Town boundaries while complying with recently enacted Florida Statutes and Federal Laws regarding such equipment.

### **Background:**

The siting of wireless telecommunication facilities is regulated by the federal government through the Telecommunications Act of 1996, the State of Florida through Section 365.12 Florida Statutes as recently amended, and various sections of the Town of Miami Lakes Land Development Code including Sec. 35-27. - Registration for placing or maintaining communications facilities in public rights-of-way. The Telecommunications Act of 1996 states that state and local governments may not unreasonably discriminate among otherwise equivalent wireless providers, nor may they effectively prohibit wireless services. In addition, new technologies in wireless communications are emerging, such as Distributed Antenna Systems (DAS) and small cell systems.

In response to these new technologies and State Statutes, other cities and counties in Florida are imposing, or are considering the imposition of, a temporary moratorium on applications for, and approval of, permits or development orders to place wireless communications facilities in the public rights-of-way, to allow staff sufficient time to study the issues and develop appropriate regulations. The time period set for the temporary moratorium typically

varies from six months up to eighteen months.

The Town is receiving requests to place communication towers and/or facilities in public rights-of-way in order to improve wireless connectivity and coverage. The Town LDC needs be updated to comply with amended Florida statutes prior to consideration of any application for new facilities.

**Attachments:**

**Ordinance**



## **ORDINANCE NO. 17-**

**AN ORDINANCE OF THE TOWN OF MIAMI LAKES FLORIDA, PERTAINING TO THE SUBJECT OF A MORATORIUM; IMPOSING A TEMPORARY MORATORIUM UPON THE RECEIPT OF OR PROCESSING OF APPLICATIONS, PERMITS OR PENDING APPROVALS PERTAINING TO THE INSTALLATION OR SITING OF ANY "TELECOMMUNICATIONS TOWERS", AS MAY BE DEFINED BY FEDERAL LAW, OR ANY "NEW WIRELESS PERSONAL TELECOMMUNICATIONS SERVICES TOWER," "TOWER," OR "DISTRIBUTED ANTENNA SYSTEM," AS DEFINED BELOW OR ANY OTHER COMMUNICATIONS FACILITIES WHOLLY CONTAINED OR MOUNTED ON A SINGLE STAND ALONE TOWER, AS MAY BE CONTEMPLATED BY SECTION 337.401, FLORIDA STATUTES; SUCH MORATORIUM BEING EFFECTIVE FOR ANY PUBLIC RIGHTS-OF-WAY WITHIN THE JURISDICTION OF THE TOWN OF MIAMI LAKES, FLORIDA UNDER THE FLORIDA TRANSPORTATION CODE;; PROVIDING FOR DEFINITIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE;(Rey)**

**WHEREAS**, with the enactment of the Telecommunications Act of 1996 ("Act"), the Act prevents the Town from adopting local regulations in response to perceived or real fears of radio frequency emissions once such facilities comply with Federal Communications Commission ("FCC") Regulations, in that the Act provides:

No state or local government or instrumentality thereof may regulate the placement, construction, and modification of personal wireless service facilities on the basis of the environmental effects of radio frequency emissions to the extent that such facilities comply with the Commission's regulations concerning such emissions; and

**WHEREAS**, the Act prevents the Town from unreasonably discriminating against providers of functionally equivalent services, such that when the Town allows communications distribution facilities (antennae) or Distributed Antenna Systems wholly contained or mounted on a single, stand-alone tower, or wireless personal telecommunications services antennae towers, within the Town's public rights-of-way, it must formulate reasonable nondiscriminatory rules and policies that are applicable to all such similar facilities; and,

**WHEREAS**, the State of Florida has adopted legislation, presently codified as § 365.172, Fla. Stat (2016) (herein the "Emergency Communications Number E911 Act") which is designed to facilitate E-911 Service Implementation for the wireless personal telecommunications industry, by expediting certain co-location requests and otherwise limiting a municipality's authority to regulate the installation of wireless telecommunications towers and antennae arrays;

and

**WHEREAS**, the Emergency Communications Number E-911 Act does not prevent a municipality from managing its public rights-of-way and provides in pertinent part:

Further, notwithstanding anything in this section to the contrary, this subsection does not apply to or control a local government's action as a property or structure owner in the use of any property or structure owned by such entity for the placement, construction, or modification of wireless communications facilities. In the use of property or structures owned by the local government, however, a local government may not use its regulatory authority so as to avoid compliance with, or in a manner that does not advance, the provisions of this subsection; and

**WHEREAS**, the State of Florida has adopted legislation, presently codified as § 337.401, Fla. Stat. (2016) (herein the "Right Of Way Regulatory Laws") which is designed to promote the expansion of the wireless personal telecommunications industry, by confirming a municipality's authority to adopt and enforce reasonable, non-discriminatory rules and regulations which apply to the installation of utilities facilities in public rights-of-way, in stating:

Because of the unique circumstances applicable to providers of communications services, and the fact that federal and state law require the nondiscriminatory treatment of providers of telecommunications services, and because of the desire to promote competition among providers of communications services, it is the intent of the Legislature that municipalities and counties treat providers of communications services in a nondiscriminatory and competitively neutral manner when imposing rules or regulations governing the placement or maintenance of communications facilities in the public roads or rights-of-way. Rules or regulations imposed by a municipality or county relating to providers of communications services placing or maintaining communications facilities in its roads or rights-of-way must be generally applicable to all providers of communications services and, notwithstanding any other law, may not require a provider of communications services to apply for or enter into an individual license, franchise or other agreement with the municipality or county as a condition of placing or maintaining communications facilities in its roads or rights-of-way.

§ 337.401 (3) (a), Fla. Stat. (2016); and

**WHEREAS**, the expansion of personal wireless communications has included not only "traditional" large towers ("Traditional Towers"), but recently the use of new smaller tower "microcell" technologies such as Distributed Antenna Systems Networks or DAS Networks ("DAS"); and

**WHEREAS**, the Town has become aware that providers of Traditional Towers desire to begin installation of new tower facilities within the Town's public rights-of-way; and

**WHEREAS**; the Town has become aware that Distributed Antenna System Networks or DAS Networks desire to begin installations of new tower facilities within the Town's public rights-of-way; and

**WHEREAS**, these new technologies may require improvements that have not been contemplated by the Town in the management and control of the Town's public rights-of-way and lawful competing uses thereof which need to be weighed and balanced with safety and aesthetic interests in mind; and

**WHEREAS**, on an increasing basis, public safety officials are becoming alarmed at the dangers of distracted driving caused in part by the use of personal wireless communications technology in the transportation context resulting in the adoption of the Florida Ban on Texting While Driving Law, § 316.305, Fla. Stat. (2016) preventing or limiting the use; therefore, allowing a new technology principally designed to serve rights-of-way users and an immediate surrounding area (which immediate surrounding area likely already has access to alternative forms of communications) could well be viewed as inconsistent with the interest of transportation public safety; and

**WHEREAS**, the Town Council and Staff have noted the potential for rapid deployment of such telecommunications towers, wireless personal telecommunications service tower, Traditional Towers, towers and DAS (hereinafter in these recitals, "Telecommunications Towers") and the need for time to review, consider, and modify the processes for adoption and implementation of regulations pertaining to the deployment of such telecommunications towers and to evaluate the extent that the existing regulations are effectively regulating the deployment of such telecommunications towers; and

**WHEREAS**, there is a need to review and revise the Town's Land Development Code ("LDC") to address the potential safety and security concerns that placement and installation of Telecommunications Towers can create; and

**WHEREAS**, in order to provide sufficient time for Town Staff to review and proposed necessary changes to its LDC, a One Hundred Eighty (180) day moratorium on the issuance of any permits for wireless communications facilities in the Town's public rights-of-way or public land is reasonable time frame to complete the process and ensure uniform application of the final ordinance; and

**WHEREAS**, the Federal Communication Commission's Intergovernmental Advisory Committee states that such a moratorium with a clearly defined time limit can provide benefits, including provide for the orderly handling of requests for siting these facilities in the public rights-of-way; and

**WHEREAS**, a six (6) month, or one hundred and eighty (180) day moratorium has been upheld by the Federal Courts in *Sprint Spectrum v. Town of Medina*, 924 F.Supp. 1036 (W.D. Wash. 1996); and

**WHEREAS**, the purpose of this Ordinance is to undertake a thorough analysis of the Town's regulation of telecommunications towers consistent with State and Federal Laws and developing a comprehensive strategy with regard thereto; and

**WHEREAS**, the scope of this Ordinance is purposefully designed to be narrowly tailored as it only affects new wireless communications facilities and/or tower/facility locations (as distinguished from co-locations) in the Town's public rights-of-way applications; therefore, the brief moratorium adopted hereby will not: (i) prevent or affect applications for co-location of antenna arrays on existing telecommunications towers which have antenna arrays anywhere in the Town in accordance with § 365.172 (13), Fla. Stat. (2016), (ii) affect applications to install new telecommunications towers on private property, or (iii) affect any new telecommunications tower applications for any building site owned by the Town of Miami Lakes, Miami-Dade County, the State of Florida, or the United State of America or any of their respective agencies or districts; and shall preclude enforcement of Chapter 104, of the Town's Code as it relates to new application within the Rights-of-Way of the Town, as same shall be evaluated by the Town over the 180 day moratorium.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:**

**Section 1. Findings of Fact.** The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this ordinance.

**Section 2. – Definitions.** The following words, terms and phrases, when used in this Ordinance, shall have the meanings ascribed to them in this section, except when the context clearly indicates a different meaning:

*Antenna* means a device capable of transmitting or receiving electromagnetic signals.

*Town* means the Town of Miami Lakes, Florida.

*Collocation* means the situation when a second or subsequent wireless provider uses an existing structure to locate a second or subsequent antenna. The term includes ground, platform, or roof installation of equipment enclosures, cabinets, or buildings, and cables, brackets, and other equipment associated with the location and operation of the antenna or antennae for the purpose of providing wireless service.

*Distributed Antenna System or DAS* means a network of spatially separated antenna nodes, connected to a common source by way of a transport medium that provides wireless services, including wireless personal telecommunications service, within a limited geographic area. The term DAS as used herein is limited to outdoor installations and excludes indoor installations.

*Public rights-of-way* means the surface, the airspace above the surface and the area below the surface of any public street, highway, road, boulevard, concourse, driveway, freeway, thoroughfare, parkway, sidewalk, court, lane, way, drive, circle, or any other property for which the Town is the authority that has jurisdiction and control over the transportation corridor pursuant to the Florida Transportation Code, including roads transferred to the Town in accordance with § 335.0415, Fla. Stat. (2014). "Public rights-of-way" shall not include any real or personal Town property except as described above and shall not include Town buildings, fixtures, or other structures or improvements, regardless of whether they are situated in the public rights-of-way.

*Tower* means any structure designed primarily to support a wireless provider's antenna or antennae.

*Utility pole* means any pole that is used to support power, telephone or other communications service wires, including monopoles or antennae.



*Wireless communications facility* means any equipment or facility used to provide support for service and may include, but is not limited to Distributed Antenna Systems, wireless personal telecommunications service antenna or antennae, antenna or antennae towers, equipment enclosures, cabling, antenna brackets, and other similar equipment. Placing a wireless communications facility on an existing structure does not cause the existing structure to become a wireless communications facility.

*Wireless personal telecommunications service antenna tower* means a monopole or lattice structure, of free standing or guyed design, to support or contain one (1) or more wireless personal telecommunications service antenna and their appurtenances.

*Wireless personal telecommunications service antenna* shall mean an antenna used in the provision of over the air wireless personal telecommunications services.

**Section 3. – Temporary Moratorium.** A temporary moratorium on the acceptance of applications processing of applications for the installation of or siting of any new "wireless personal telecommunications services tower," facility, or any "Tower" as defined by § 365.172, Fla. Stat. (2016), or any communications distributions facilities (antennae) wholly contained or mounted on a new single, standalone tower in any of the Town's public rights-of-way.

**Section 4. – Interpretation.** This Ordinance is to be liberally construed to accomplish its objectives.

**Section 5. - Expiration of the Temporary Moratorium.** The temporary moratorium imposed by Section 3 of this ordinance expires as of the earliest of the following occurrences

- a. One Hundred Eighty (180) days from the effective date of this Ordinance; or
- b. A date prior to the expiration of One Hundred Eighty (180) days, if provided by ordinance of the Town of Miami Lakes.
- c. This moratorium may be extended by a Resolution of the Town of Miami Lakes.

**Section 6. - Inclusion in the Town Code.** It is the intention of the Town Council,

and it is hereby ordained, that 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.

**Section 7. - Severability.** If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance which can be given effect without invalid provision or application and to this end the provisions of this ordinance are severable.

**Section 8. - Effective date.** This Ordinance shall become effective immediately upon its adoption on second reading.

#### **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 Tony Lama	_____
Councilmember Luis Collazo	_____
Councilmember Tim Daubert	_____
Councilmember Ceasar Mestre	_____
Councilmember Frank Mingo	_____
Councilmember Nelson Rodriguez	_____

Passed and adopted on first reading this 17<sup>th</sup> day of January, 2017.

**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 Tony Lama	_____
Councilmember Luis Collazo	_____
Councilmember Tim Daubert	_____
Councilmember Ceasar Mestre	_____
Councilmember Frank Mingo	_____
Councilmember Nelson Rodriguez	_____

---

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:** Alex Rey, Town Manager

**Subject:** PLAT2016-0004

**Date:** January 17, 2017

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### Recommendation:

Staff recommends *approval, subject to conditions* of a request for approval of a Preliminary Plat. Recommended conditions are as follows:

1. The approval of the preliminary plat shall be in accordance with the copy of the "Tentative Plat TGC Main Street East" as submitted for approval to the Town Council and prepared by Schwebke-Shiskin & Associates, Inc., consisting of four (4) sheets and stamped as received by the Town on 11-2-2016.
2. The Applicant shall comply, prior to final plat approval, with all platting requirements of the Town LDC and Chapter 28 of the Miami-Dade County Code.
3. All design and engineering documents, including any required studies, required for public improvements, or private street, utility and infrastructure improvements required to meet the standards for public facilities per the LDC, shall be submitted concurrently with the final plat application. All required improvements shall be completed and approved by the Town, per the procedures of the LDC, prior to recording of the final plat.
4. No building permit which is dependent upon this plat shall be issued until the final plat is recorded, except as may be allowed by the LDC.
5. The Applicant shall obtain approval of a final plat in accordance with the Town LDC for the requested preliminary plat, as approved herein, within one year of the date of this approval, unless an extension is granted by the Town Council in accordance with the provisions of Subsection 13-308(f)(5). If a final plat is not obtained within the prescribed time limit, then this approval shall become null and void.

**Background:**

See attached Staff Analysis.

**Attachments:**

**Staff Analysis and Recommendation**

**Resolution**

**Exhibit A: Proposed Preliminary Plat**

**Opinion of Title**





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:** Alex Rey, Town Manager

**Subject:** **HEARING NUMBER:** PLAT2016-0004  
**APPLICANT:** The Graham Companies  
**FOLIOS:** 32-2024-001-0120  
32-2024-001-0140  
32-2024-001-0150  
32-2024-001-0430  
32-2024-033-0010  
32-2024-033-0015  
32-2024-055-0010  
**LOCATION:** Generally East of NW of 67 Ave & North side of Eagle Nest Ln, Miami Lakes, FL. Portion of Section 24, Township 52, South, Range 40 (NEAR at 6600 Main Street )  
**ZONING DISTRICT:** TC – Town Center District  
**FUTURE LAND USE:** TC-MU Town Center Mixed Use

**Date:** December 6<sup>th</sup>, 2016

---

### REQUEST

In accordance with Subsection 13-308(f)(2) of the Town of Miami Lakes Land Development Code (the "LDC"), Graham Companies (the "Applicant") is requesting preliminary plat approval for the subject property located on the East side of NW 67th Ave, between Eagle Nest Lane and Main Street, in order to subdivide the parcel into 6 Tracts as follows:

- Tract A - 0.285 Acres - Open Space.
- Tract B - 2.221 Acres - No additional proposed development.  
Existing uses to remain:  
2 Story Building Office, Retail, Medical Office  
and Restaurant. 38,900 sf.
- Tract C - 9.466 Acres - Proposed Development:
  - 1 – 3 Story Townhouse Building – 3 units.
  - 1 – 3 Story Townhouse Building – 7 units.
  - 1 – 5 Story Apartment Building w/garage – 60 units.

1 – 3 Story Townhouse Building – 9 units.

Existing uses to remain:

1 Story Restaurant – 7,000 sf.

1 Story Restaurant – 5,570 sf.

1 Story Restaurant – 9,035 sf.

1 Story Bank Retail w/Drive-thru – 10,500 sf.

Tract D - 2.973 Acres - Proposed Development:

1 – 7 Story Apartment Building w/garage – 282 units  
including 14,721 sf of Retail.

Tract E - 2.363 Acres – Proposed Development:

1 – 3 Story Office/Retail Building.

42,750 sf Office.

20,390 sf Retail.

Tract F - 11.39 Acres – Proposed Development:

1 – 3 Story Apartment Building – 36 units.

In addition, a North-South utility easement running thru the West corner of Tract E and thru Tracts C and B, reserved by resolution R-1407-02 and recorded at ORB 21062, page 1541, is proposed to be vacated as well.

Also, a portion of the 48' ingress-egress easement running East to West from Eagle Nest Lane to NW 67<sup>th</sup> Ave and recorded in P.B. 159-PG. 67, is proposed to be vacated and rededicated as an easement of widths varying between 38', 49', and 68'.

Finally, the proposed tentative plat would establish a 48.33 feet wide ingress-egress easement to serve a private street, specifically connecting Main Street to Eagle Nest Lane on the west side of Town Hall.

### **RECOMMENDATION**

It is recommended that the Town Council approve the application for Preliminary Plat approval, subject to the following conditions:

1. The approval of the preliminary plat shall be in accordance with the copy of the "Tentative Plat TGC Main Street East" as submitted for approval to the Town Council and prepared by Schwebke-Shiskin & Associates, Inc., consisting of four (4) sheets and stamped as received by the Town on 11-2-2016.
2. The Applicant shall comply, prior to final plat approval, with all platting requirements of the Town LDC and Chapter 28 of the Miami-Dade County Code.
3. All design and engineering documents, including any required studies, required for public improvements, or private street, utility and infrastructure improvements required to meet the standards for public facilities per the LDC, shall be submitted concurrently with the final plat application. All required improvements shall be completed and approved by the Town, per the procedures of the LDC, prior to recording of the final plat.
4. No building permit which is dependent upon this plat shall be issued until the final plat is recorded, except as may be allowed by the LDC.
5. The Applicant shall obtain approval of a final plat in accordance with the Town LDC for the requested preliminary plat, as approved herein, within one year of the date of this approval, unless an extension is granted by the Town Council in accordance with the

provisions of Subsection 13-308(f)(5). If a final plat is not obtained within the prescribed time limit, then this approval shall become null and void.

## **Background**

**Zoning District of Property:** TC – Town Center District

**Future Land Use Designation:** TC-MU Town Center Mixed Use

### **Subject Property:**

The subject properties are within the recently designated Town Center District (TC) of the Town of Miami Lakes. The existing folios, uses and improvements are as follows:

<b>Tract A –</b>	32-2013-001-0430 - 41,656.43 sf – 0.96 Acres - Improved pastures- vacant
<b>Tract B –</b>	32-2013-055-0010 - 113,495 sf – 2.60 Acres – 2 story Building, Office/Retail, Medical Office and Restaurant.
<b>Tract C –</b>	32-2024-033-0010 - 308,840 sf – 7.09 Acres – (3) 1 story Restaurant
	32-2024-033-0015 – 50,181 sf – 1.15 Acres – 1 story Bank/Retail w/Drive-Thru
<b>Tract D -</b>	32-2024-001-0140 – 19,99.04 sf - 0.46 Acres - Improved pastures- vacant
	32-2024-001-0150 – 120,661.2 sf – 2.77 Acres - Improved pastures- vacant
<b>Tract E &amp; F</b>	32-2024-001-0120 145,926 sf – 3.35 Acres - Improved pastures- vacant

The sites are bounded by Eagle Nest Lane to the North, West, and South, and Ludlam Rd (NW 67<sup>th</sup> Ave) to the East.

This Preliminary Plat Approval is requested in conjunction with an Administrative Site Plan Review, (ASPR2016-0016 currently under review) and is consistent with the proposed improvements in it.

### **Surrounding Property:**

The subject properties are surrounded on all sides by similarly designated properties: Town Center Mixed Use (TC-MU) future land use, and Town Center (TC) zoning.

**Subject Property Location Map:**





## **SUMMARY OF PROPOSAL AND STAFF ANALYSIS**

### **Summary**

The Applicant is requesting preliminary plat approval in order to redistribute acreage, redefine boundary lines, and dedicate new utility and ingress-egress easements, in accordance with the improvements proposed under ASPR2016-0016. Per this application, Existing Tract C is expanded North by the addition of the directly abutting portion of Tract B and the Eastern-most portion of Tract A, in order to reach Eagle Nest Lane, and create a 189.93' frontage for that Tract. Southward, Tract C is enlarged by the addition of Folio Number 32-2024-033-0015, current site of Bank United, Chicken Kitchen and Fed Ex. Furthermore, a 45' Ingress-egress easement is proposed along the curved western boundary of the resulting new Tract, from Eagle Nest Lane in the North to NW 67<sup>th</sup> Ave in the East, aligning with existing New Barn Rd. The resulting triangular left-over portion of Tract A is proposed for a pocket park.

Tract D is intended to be formed by the addition of folio number 32-2024-001-0140 to the Northern most portion of 32-2024-001-0150. The Boundary between Tract D and Tract E is redrawn to be aligned radially with the curvature of Eagle Nest Lane.

Tract E is formed by the North Western portion of folio 32-2024-001-0120, and Tract F is the resulting South Eastern portion.

In addition, a North-South utility easement running thru the West corner of Tract E and thru Tracts C and B, reserved by resolution R-1407-02 and recorded at ORB 21062, page 1541, is proposed to be vacated as well.

Also, a portion of the 48' ingress-egress easement running East to West from Eagle Nest Lane to NW 67th Ave and recorded in P.B. 159-PG. 67, is proposed to be vacated and rededicated as an easement of widths varying between 38', 49', and 68'.

### **Preliminary Plat Approval Criteria**

Subsection 13-308(f)(2)c.2 provides that

The Town Council may consider [1] the physical characteristics of the property, [2] the availability of community services, [3] traffic impact, [4] economic impacts, [5] appropriateness of the type and intensity of the proposed development, [6] existing and future development, [7] existing and future development patterns, [8] land development regulations, [9] relationship of the project to the capital improvements program, or [10] other such factors as may relate to the Comprehensive Plan or elements thereof.

#### **1. Physical characteristics of the property.**

The subject property is appropriate for the development that would be facilitated by this preliminary plat application, as it meets all requirements of the LDC, and has the appropriate Comprehensive Plan designation and is zoned appropriately for the proposed use.

#### **2. The availability of community services.**

The Applicant has satisfied all concurrency and public facility availability requirements for preliminary plat stage of development review. Sufficient controls are in place to ensure that

development may not proceed without demonstrating availability of all services or guaranteeing such availability.

### **3. Traffic impact.**

The subject property has existing concurrency vesting, which reflects the infrastructure investments previously made by the applicant, sufficient to allow for the proposed development program. These vested rights include consideration of traffic impact.

### **4. Economic impacts.**

The proposed subdivision will have substantial economic impacts, such as economic activity generated by construction of new residential buildings, increased value of the subject sites and thus greater tax revenue and economic activity generated by additional residents.

### **5. Appropriateness of the type and intensity of the proposed development.**

The proposed acreage redistribution and boundary line redefinition is appropriate considering the Town Center Mixed Use future land use designation per the Town's adopted Comprehensive Plan, the existing TC zoning of the property and that the use and proposed lot sizes are consistent with and similar to those in the immediately surrounding neighborhood. Further, the proposed subdivision of this land is consistent with the site plan submitted for approval under ASPR 2016-0016.

### **6. Existing and future development.**

Impacts of the proposed development on existing and future development in the area were considered as part of the site plan review process, and it was determined that all requirements were met. The additional purchasing power created by additional residents will likely increase the feasibility of existing commercial spaces with the Town Center. The proposed development will be consistent with and similar to the existing surrounding neighborhood.

### **7. Existing and future development patterns.**

The proposed plat will allow for multi-family residential and commercial uses consistent with the land's future land use and zoning designations. As tracts A, D, E and F are the only remaining parcels still vacant and with an agricultural use in the TC, this preliminary plat application seeks to bring those tracts to be consistent with the remainder of the TC district.

The most affected properties by the development pattern established by this preliminary plat application are those across NW 67<sup>th</sup> Ave on both sides of New Barn Rd, which have large extensions of surface parking and could potentially support higher commercial and residential density if some of that parking was accommodated via garage structures.

### **8. Land development regulations.**

The proposed preliminary plat meets all of the platting regulations in the LDC, and all requirements of its TC Zoning District. Compliance with additional LDC requirements will be ensured through the site plan review, final plat and permitting processes, as applicable.

**9. Relationship of the project to the capital improvements program.**

All capital improvements necessary to serve the proposed development are already available, or will be constructed/provided by the property owner/developer. Continued maintenance of infrastructure facilities within the development are proposed to be largely handled by the applicant, as the streets proposed for creation or changes are private, and, as such, will be owned and maintained by the applicant while granting public access.

**10. Other such factors as may relate to the Comprehensive Plan or elements thereof.**

The development that will be facilitated by the requested plat approval is consistent with the Town Center Mixed Use (TC-MU) future land use designation assigned this site by the Town's Comprehensive Plan. The application is not contrary to any goal, objective or policy in any element of the Town's Comprehensive Plan.

### **RECOMMENDATION**

Therefore, based on the above analysis and other factors contained in this report, Staff recommends ***approval, subject to conditions***.

### **CONDITIONS**

1. The approval of the preliminary plat shall be in accordance with the copy of the "Tentative Plat TGC Main Street East" as submitted for approval to the Town Council and prepared by Schwebke-Shiskin & Associates, Inc., consisting of four (4) sheets and stamped as received by the Town on 11-2-2016.
2. The Applicant shall comply, prior to final plat approval, with all platting requirements of the Town LDC and Chapter 28 of the Miami-Dade County Code.
3. All design and engineering documents, including any required studies, required for public improvements, or private street, utility and infrastructure improvements required to meet the standards for public facilities per the LDC, shall be submitted concurrently with the final plat application. All required improvements shall be completed and approved by the Town, per the procedures of the LDC, prior to recording of the final plat.
4. No building permit which is dependent upon this plat shall be issued until the final plat is recorded, except as may be allowed by the LDC.
5. The Applicant shall obtain approval of a final plat in accordance with the Town LDC for the requested preliminary plat, as approved herein, within one year of the date of this approval, unless an extension is granted by the Town Council in accordance with the provisions of Subsection 13-308(f)(5). If a final plat is not obtained within the prescribed time limit, then this approval shall become null and void.

**RESOLUTION NO. 16-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING A REQUEST IN ACCORDANCE WITH SUBSECTION 13-308(F)(2) OF THE TOWN OF MIAMI LAKES LAND DEVELOPMENT CODE FOR A PRELIMINARY PLAT ENTITLED “MIAMI LAKES TOWN CENTER FOUR-EAST” SUBMITTED FOR PROPERTY LOCATED EAST OF NW 67<sup>TH</sup> AVENUE AND WEST OF EAGLE NEST LANE, MIAMI LAKES, FLORIDA, IN THE TC ZONING DISTRICT; PROVIDING FINDINGS; PROVIDING FOR APPROVAL; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATION OF CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Subsection 13-308(f)(2) of the Town of Miami Lakes (“Town”) Land Development Code (“LDC”), The Graham Companies (the “Applicant”) has applied to the Town for approval of a preliminary plat, a copy of the Plat being attached here to as **Exhibit “A”** and incorporated herein by reference (“Preliminary Plat”), for property generally located east of NW 67<sup>th</sup> Avenue and west of Eagle Nest Lane, which all or portions of Miami-Dade Tax Folio Nos. 32-2024-001-0120, 32-2024-001-0140, 32-2024-001-0150, 32-2024-001-0430, 32-2024-033-0010, 32-2024-033-0015 and 32-2024-055-0010 (“Property”), as legally described in **Exhibit “B”**, and containing approximately 18.647 acres of land; and

**WHEREAS**, Subsection 13-308(f)(2) of the Town LDC sets forth the authority of the Town Council to consider and act upon an application for a preliminary plat; and

**WHEREAS**, in accordance with Section 13-309 of the Town LDC, proper notice was mailed to the appropriate property owners of record, the property was posted as required and the hearing was duly advertised in the newspaper; the public hearing on the Preliminary Plat was noticed for Tuesday, December 6, 2016, at 6:30 P.M. at Town Hall, 6601 Main Street, Miami



Lakes, Florida; and all interested parties have had the opportunity to address their comments to the Town Council; and

**WHEREAS**, Town staff has reviewed the application and recommends approval subject to conditions, of the request for a Preliminary Plat, as set forth in the Town of Miami Lakes Staff Analysis and Recommendation, a copy of which is on file in the Town of Miami Lakes Clerk's Office and incorporated into this Resolution by reference.

**WHEREAS**, the Director of Planning, acting as the Administrative Official, has determined that the Applicant has met the conditions and prerequisites imposed in Section 13-308 of the LDC; and

**WHEREAS**, the Town Council, in accordance with Section 13-308(f)(2)(c)(3) has considered the physical characteristics of the property, the availability of community services, traffic impact, economic impacts, appropriateness of the type and intensity of the proposed development, existing and future development, existing and future development patterns, compliance with land development regulations, relationship of the project to the capital improvements program; and other such factors as may relate to the Comprehensive Plan or elements thereof; and

**WHEREAS**, the Town Council, in accordance with Section 13-308(f)(2)(c)(4) of the LDC, has considered the written recommendations of staff, any other reviewing agencies, and presentations by the public.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above Recitals are true and correct and incorporated herein by this reference.

## **Section 2. Findings.**

In accordance with Section 13-308(f)(2), the Town Council finds that the application meets the criteria for a preliminary plat approval which are as follows:

1. Physical characteristics of the property; and
2. The availability of community services; and
3. Traffic impact; and
4. Economic impacts; and
5. Appropriateness of the type and intensity of the proposed development; and
6. Existing and future development; and
7. Existing and future development patterns; and
8. Compliance with land development regulations; and
9. Relationship of the project to the capital improvements program; and
10. Other such factors as may relate to the Comprehensive Plan or elements thereof.

**Section 3. Approval.** The Preliminary Plat is hereby approved, subject to conditions as set out in Section 4.

**Section 4. Conditions.** The Town Council approved the Preliminary Plat in Section 3, subject to the following conditions:

1. The approval of the preliminary plat shall be in accordance with the copy of the “Tentative Plat TGC Main Street East” as submitted for approval to the Town Council and prepared by Schwebke-Shiskin & Associates, Inc., consisting of four (4) sheets and stamped as received by the Town on 11-2-2016.
2. The Applicant shall comply, prior to final plat approval, with all platting requirements of the Town LDC and Chapter 28 of the Miami-Dade County Code.
3. All design and engineering documents, including any required studies, required for public improvements, or private street, utility and infrastructure improvements required to meet the standards for public facilities per the LDC, shall be submitted concurrently with the

final plat application. All required improvements shall be completed and approved by the Town, per the procedures of the LDC, prior to recording of the final plat.

4. No building permit which is dependent upon this plat shall be issued until the final plat is recorded, except as may be allowed by the LDC.
5. The Applicant shall obtain approval of a final plat in accordance with the Town LDC for the requested preliminary plat, as approved herein, within one year of the date of this approval, unless an extension is granted by the Town Council in accordance with the provisions of Subsection 13-308(f)(5). If a final plat is not obtained within the prescribed time limit, then this approval shall become null and void.

**Section 5. Violation of Conditions.** Failure to adhere to the terms and conditions of this Resolution shall be considered a violation of the Town LDC and persons found violating the conditions shall be subject to the penalties prescribed by the Town LDC, including but not limited to, the revocation of any of the approval(s) granted in this Resolution. The Applicant understands and acknowledges that it must comply with all other applicable requirements of the Town LDC before it may commence operation, and that the foregoing approval in this Resolution may be revoked by the Town at any time upon a determination that the Applicant is in non-compliance with the Town LDC.

**Section 6. Appeal.** In accordance with Section 13-310 of the Town LDC, the Applicant of any affected party may appeal this decision by filing of a notice of appeal in accordance with the Florida Rules of Appellate Procedure.

**Section 7. Effective Date.** This Resolution shall take effect immediately.

**PASSED AND ADOPTED** this 6th day of December, 2016.

Motion to adopt by \_\_\_\_\_, second by \_\_\_\_\_.

**FINAL VOTE AT ADOPTION**

Mayor _____	_____
Vice Mayor Tim Daubert	_____
Councilmember Luis Collazo	_____
Councilmember Tony Lama	_____
Councilmember Ceasar Mestre	_____
Councilmember Frank Mingo	_____
Councilmember Nelson Rodriguez	_____

\_\_\_\_\_  
[            ]  
MAYOR

Attest:

Approved as to Form and Legal Sufficiency

\_\_\_\_\_  
Gina Inguanzo  
TOWN CLERK

\_\_\_\_\_  
Raul Gastesi  
TOWN ATTORNEY

**Exhibit A**  
**Preliminary Plat**



## **Exhibit B**

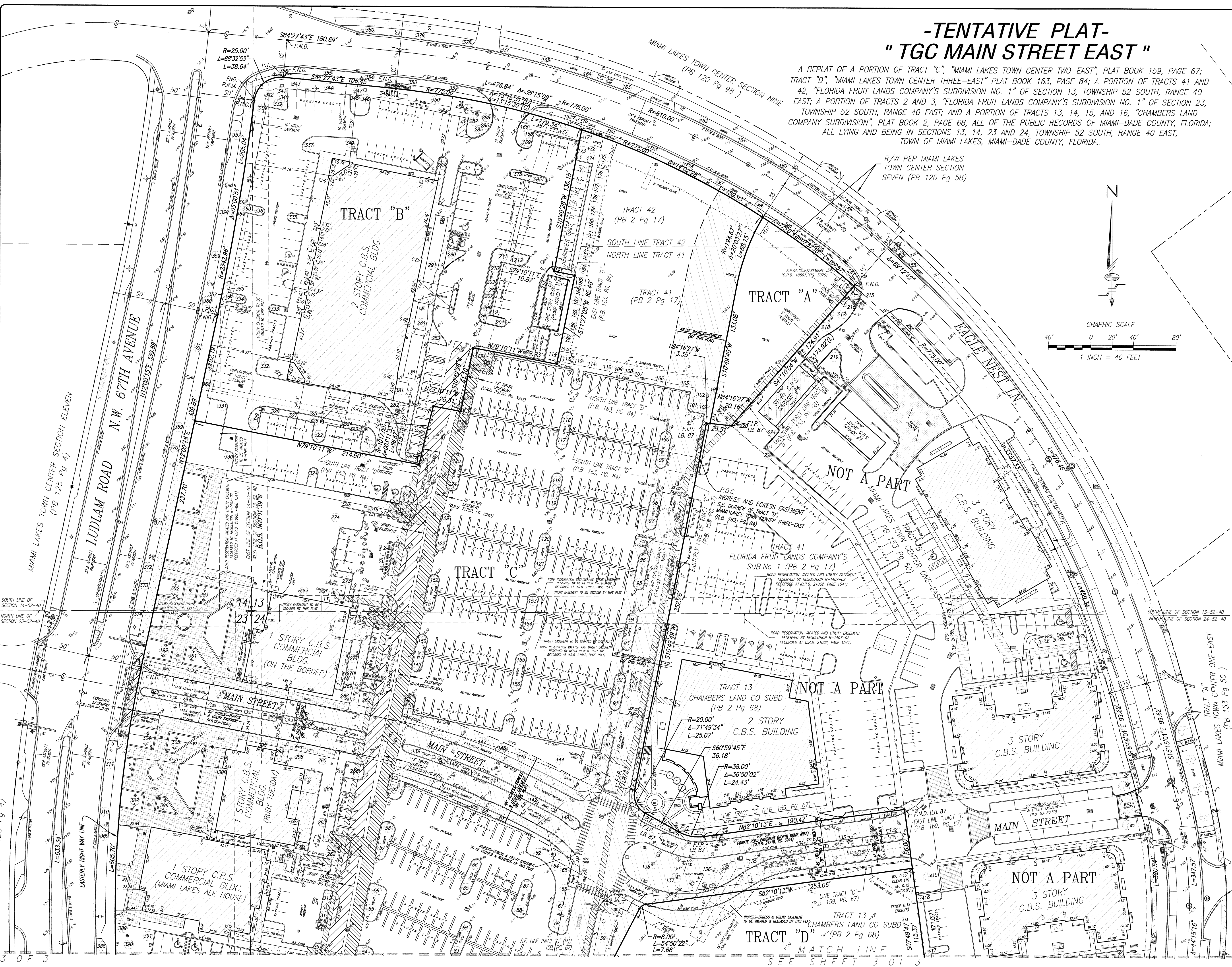
### **Legal Description**

A portion of Sections 13, 14, 23 and 24 in Township 52 South, Range 40 East, Miami-Dade County, Florida, Including Tract "C", "Miami Lakes Town Center Two-East" as recorded in Plat Book 159 at Page 67



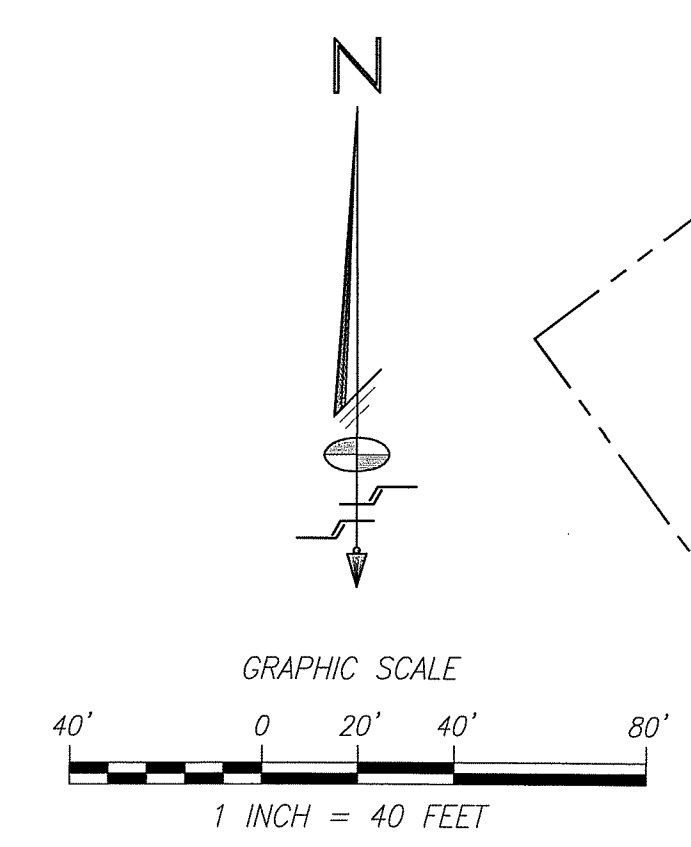


- GENERAL LEGEND:
- ALUMINUM LIGHT POST (SINGLE)
  - ALUMINUM LIGHT POST (DOUBLE)
  - ALUMINUM LIGHT POST (TRIPLE)
  - ALUMINUM LIGHT POST (QUAD)
  - ANCHOR/CLIP WIRE
  - BACKFLOW PREVENTER ASSEMBLY
  - CATCH BASIN
  - CENTERLINE
  - CHECK VALVE ASSEMBLY
  - CIRCULAR DRAIN
  - COLUMN (CIRCULAR)
  - COLUMN (SQUARE)
  - CONCRETE LIGHT POLE
  - CONCRETE POWER POLE (DOUBLE)
  - CONTROL POINT
  - CURB INLET
  - DOUBLE DETECTOR CHECK VALVE
  - ELECTRIC BOX
  - ELECTRIC HAND HOLE
  - ELECTRIC OUTLET
  - ELEVATIONS (SEE NOTES FOR DATUM)
  - FIRE HYDRANT
  - FLAGPOLE
  - FLOW LINE
  - FORCE MAIN MANHOLE
  - FORCE MAIN VALVE
  - F.P.L. ELECTRIC MANHOLE
  - F.P.L. TRANSFORMER PAD
  - F.P.L. TRANSFORMATION POLE
  - GAS MANHOLE
  - GAS METER
  - GAS PUMP
  - GAS VALVE
  - GREASE TRAP MANHOLE
  - GROUND LIGHTING
  - GUARD POST
  - IRRIGATION HAND HOLE
  - IRRIGATION VALVE
  - MAILBOX
  - MONITOR WELL
  - MONUMENT LINE
  - OVERHEAD WIRES (APPROXIMATE)
  - P-5 INLET
  - P-6 INLET
  - PARKING METER
  - PEDESTRIAN CROSSING SIGNAL
  - PERMANENT REFERENCE MONUMENT
  - POST INDICATOR VALVE
  - VACUUM BREAKER ASSEMBLY
  - PROPERTY LINE
  - SANITARY SEWER CLEANOUT
  - SANITARY SEWER MANHOLE
  - SHAWESSE CONNECTION
  - SIGN POST
  - SPRINKLER PUMP
  - STANDPIPE
  - STORM SEWER MANHOLE
  - STREET LIGHT HAND HOLE
  - SINGLE INLET
  - TELEPHONE BOX (SOUTHERN BELL)
  - TELEPHONE HAND HOLE
  - TELEPHONE MANHOLE (S.D. BELL)
  - TELEPHONE PAYPHONE
  - TRAFFIC HAND HOLE
  - TRAFFIC UTILITY BOX
  - TRAFFIC SIGNAL POST
  - UNDERGROUND UTILITY MARKER
  - UNKNOWN UTILITY MANHOLE
  - UNKNOWN UTILITY HAND HOLE
  - WATER MANHOLE
  - WATER METER
  - WATER VALVE
  - WOOD LIGHT POLE
  - WOOD POWER POLE
  - HANDICAP PARKING
  - STROLLER PARKING
- ABBREVIATIONS:
- B.O.B. denotes BASIS OF BEARINGS
  - P.C.R. denotes POINT OF REVERSE CURVE
  - P. denotes POINT
  - R. denotes RADIUS
  - A.R.C. denotes ARC DISTANCE
  - T.A.N.G.E.N.T. denotes TANGENT DISTANCE
  - P.C.P. denotes PERMANENT CONTROL POINT
  - P.R.M. denotes PERMANENT REFERENCE MONUMENT
  - P.B. denotes PLAT BOOK
  - P.C. denotes POINT OF COMMENCEMENT
  - P.O.B. denotes POINT OF BEGINNING
  - C.W. denotes OVERHEAD UTILITY WIRES
  - C.R. denotes OFFICIAL RECORDS BOOK
  - C.S. denotes CONCRETE BLOCK STRUCTURE
  - C.C. denotes CONCRETE
  - C.F. denotes CHAINLINE FENCE
  - C.F.P. denotes FOUND RISE PIPE
  - S.F.P. denotes SET RISE PIPE & LB-87 CAP
  - F.N.D. denotes FOUND NAIL & BRASS DISC
  - C.L. denotes CENTERLINE
  - C.C.P. denotes CORRUGATED IRON PIPE
  - D. denotes DEED DISTANCE
  - L. denotes DISTANCE BY LEGAL DESCRIPTION
  - M. denotes MEASURED DISTANCE
  - P. denotes RECORD OR PLATTED DISTANCE
- PAINTED UNDERGROUND UTILITIES (APPROXIMATE)
- COMM. COMMUNICATION
  - DR. DRAINAGE
  - E. ELECTRIC
  - F.M. FORCE MAIN
  - IR. IRRIGATION
  - G. GAS
  - N. NATURAL GAS
  - S. SANITARY SEWER
  - W. WATER



# -TENTATIVE PLAT- " TGC MAIN STREET EAST "

A REPLAT OF A PORTION OF TRACT "C", "MIAMI LAKES TOWN CENTER TWO-EAST", PLAT BOOK 159, PAGE 67; TRACT "D", "MIAMI LAKES TOWN CENTER THREE-EAST" PLAT BOOK 163, PAGE 84; A PORTION OF TRACTS 41 AND 42, "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1" OF SECTION 13, TOWNSHIP 52 SOUTH, RANGE 40 EAST; A PORTION OF TRACTS 2 AND 3, "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1" OF SECTION 23, TOWNSHIP 52 SOUTH, RANGE 40 EAST; AND A PORTION OF TRACTS 13, 14, 15, AND 16, "CHAMBERS LAND COMPANY SUBDIVISION", PLAT BOOK 2, PAGE 68; ALL OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; ALL LYING AND BEING IN SECTIONS 13, 14, 23 AND 24, TOWNSHIP 52 SOUTH, RANGE 40 EAST, TOWN OF MIAMI LAKES, MIAMI-DADE COUNTY, FLORIDA.



**Schwabke Shikin & Associates, Inc.**  
LAND PLANNERS  
ENGINEERS  
3245 CORPORATE WAY, MIAMI, FLORIDA 33122  
TEL: (305) 435-2010 FAX: (305) 438-2288

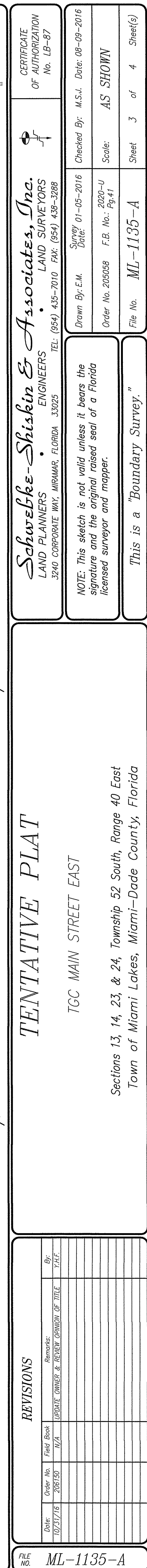
CERTIFICATE OF AUTHORIZATION  
No. LB-87  
Checked By: M.S.J. Date: 08-09-2016  
Survey: 01-05-2016  
Drawn By: E.M. Date: 08-09-2016  
Order No. 205558 F.B. No. 2020-U  
Scale: AS SHOWN  
File No. ML-1135-A  
Sheet 2 of 4

**TENTATIVE PLAT**  
TGC MAIN STREET EAST  
Sections 13, 14, 23 & 24, Township 52 South, Range 40 East  
Town of Miami Lakes, Miami-Dade County, Florida

**REVISIONS**

NO.	DATE	BY	REVISION
1	10/17/16	EM	UPDATE OWNER OF RECORD PROPERTY OF TITLE







-TENTATIVE PLAT-  
" TGC MAIN STREET EAST "

TREE TABLE

TREE	COMMON	LATIN	DIA(")	CANOPY	HEIGHT	ON SITE / OFF SITE	TREE	COMMON	LATIN	DIA(")	CANOPY	HEIGHT	ON SITE / OFF SITE	
1	Live Oak	Quercus virginiana	12	24	24	ON SITE	141	Live Oak	Quercus virginiana	10	20	24	ON SITE	
2	Black Olive	Budida buceras	22	Multi	38	34	ON SITE	142	Live Oak	Quercus virginiana	10	20	24	ON SITE
3	Black Olive	Budida buceras	14	30	30	34	ON SITE	143	Live Oak	Quercus virginiana	10	18	20	ON SITE
4	Black Olive	Budida buceras	14	30	32	ON SITE	144	Live Oak	Quercus virginiana	12	26	28	ON SITE	
5	Black Olive	Budida buceras	28	42	36	ON SITE	145	Live Oak	Quercus virginiana	12	24	24	ON SITE	
6	Black Olive	Budida buceras	16	30	36	ON SITE	146	Live Oak	Quercus virginiana	12	24	24	ON SITE	
7	Black Olive	Budida buceras	24	Multi	32	34	ON SITE	147	Live Oak	Quercus virginiana	12	24	26	ON SITE
8	Black Olive	Budida buceras	24	30	30	36	ON SITE	148	Live Oak	Quercus virginiana	10	20	24	ON SITE
9	Black Olive	Budida buceras	16	30	34	ON SITE	149	Live Oak	Quercus virginiana	10	20	18	ON SITE	
10	Black Olive	Budida buceras	24	Multi	24	28	ON SITE	150	Live Oak	Quercus virginiana	10	22	22	ON SITE
11	Black Olive	Budida buceras	8	12	16	OFF SITE	151	Live Oak	Quercus virginiana	10	20	24	ON SITE	
12	Black Olive	Budida buceras	14	28	28	OFF SITE	152	Live Oak	Quercus virginiana	8	18	14	ON SITE	
13	Black Olive	Budida buceras	14	30	30	OFF SITE	153	Live Oak	Quercus virginiana	8	16	18	ON SITE	
14	Black Olive	Budida buceras	10	24	24	OFF SITE	154	Live Oak	Quercus virginiana	10	16	20	ON SITE	
15	Live Oak	Quercus virginiana	12	28	28	OFF SITE	155	Live Oak	Quercus virginiana	6	12	14	ON SITE	
16	Black Olive	Budida buceras	22	40	40	OFF SITE	156	Live Oak	Quercus virginiana	8	12	24	ON SITE	
17	Black Olive	Budida buceras	22	40	34	OFF SITE	157	Live Oak	Quercus virginiana	10	24	22	ON SITE	
18	Live Oak	Quercus virginiana	12	24	26	OFF SITE	158	Black Olive	Budida buceras	18	36	38	OFF SITE	
19	Black Olive	Budida buceras	12	30	24	OFF SITE	159	Black Olive	Budida buceras	18	40	36	OFF SITE	
20	Black Olive	Budida buceras	24	40	36	OFF SITE	160	Black Olive	Budida buceras	18	34	32	OFF SITE	
21	Black Olive	Budida buceras	26	50	34	OFF SITE	161	Black Olive	Budida buceras	14	30	28	OFF SITE	
22	Black Olive	Budida buceras	22	42	40	OFF SITE	162	Black Olive	Budida buceras	12	30	32	OFF SITE	
23	Black Olive	Budida buceras	20	50	40	OFF SITE	163	Black Olive	Budida buceras	20	38	44	OFF SITE	
24	Black Olive	Budida buceras	20	50	40	OFF SITE	164	Black Olive	Budida buceras	18	36	28	OFF SITE	
25	Live Oak	Quercus virginiana	10	28	24	OFF SITE	165	Black Olive	Budida buceras	16	26	24	OFF SITE	
26	Areca Palm	Chrysalidocarpus lutescens	12	16	16	OFF SITE	166	Japanese Fern Tree	Filicium decipiens	8	Multi	12	24	ON SITE
27	Areca Palm	Chrysalidocarpus lutescens	12	16	16	OFF SITE	167	Brazilian Beauty Leaf	Calophyllum inophyllum	10	Multi	12	24	ON SITE
28	Pongam	Pongamia pinnata	24	Multi	30	28	OFF SITE	168	Cabbage Palm	Sabal palmetto	12	10	24	OFF SITE
29	Areca Palm	Chrysalidocarpus lutescens	20	12	12	OFF SITE	169	Cabbage Palm	Sabal palmetto	10	10	24	OFF SITE	
30	Live Oak	Quercus virginiana	12	26	30	ON SITE	170	Crape Myrtle	Lagerstroemia speciosa	8	Multi	12	18	ON SITE
31	Live Oak	Quercus virginiana	10	24	24	ON SITE	171	Live Oak	Quercus virginiana	4	16	12	ON SITE	
32	Live Oak	Quercus virginiana	10	24	24	ON SITE	172	Cabbage Palm	Sabal palmetto	14	10	24	ON SITE	
33	Live Oak	Quercus virginiana	10	24	24	ON SITE	173	Cabbage Palm	Sabal palmetto	12	10	24	ON SITE	
34	Live Oak	Quercus virginiana	10	24	24	ON SITE	174	Cabbage Palm	Sabal palmetto	14	10	26	ON SITE	
35	Live Oak	Quercus virginiana	10	24	24	ON SITE	175	Cabbage Palm	Sabal palmetto	12	10	24	ON SITE	
36	Live Oak	Quercus virginiana	8	16	18	OFF SITE	176	Live Oak	Quercus virginiana	12	28	26	ON SITE	
37	Live Oak	Quercus virginiana	8	16	20	OFF SITE	177	Cabbage Palm	Sabal palmetto	10	12	24	ON SITE	
38	Live Oak	Quercus virginiana	12	24	26	OFF SITE	178	Cabbage Palm	Sabal palmetto	12	10	24	ON SITE	
39	Live Oak	Quercus virginiana	16	40	36	ON SITE	179	Cabbage Palm	Sabal palmetto	12	10	24	ON SITE	
40	Live Oak	Quercus virginiana	14	36	26	ON SITE	180	Cabbage Palm	Sabal palmetto	12	10	26	ON SITE	
41	Live Oak	Quercus virginiana	18	40	30	ON SITE	181	Live Oak	Quercus virginiana	12	28	28	ON SITE	
42	Live Oak	Quercus virginiana	10	26	30	ON SITE	182	Cabbage Palm	Sabal palmetto	10	10	28	ON SITE	
43	Live Oak	Quercus virginiana	12	30	30	ON SITE	183	Cabbage Palm	Sabal palmetto	12	30	18	ON SITE	
44	Royal Palm	Roystonea Regia	16	16	30	OFF SITE	184	Live Oak	Quercus virginiana	10	30	24	ON SITE	
45	Royal Palm	Roystonea Regia	12	16	28	OFF SITE	185	Cabbage Palm	Sabal palmetto	12	10	28	ON SITE	
46	Cassia	Cassia surattensis	6	10	12	OFF SITE	186	Cabbage Palm	Sabal palmetto	12	10	24	ON SITE	
47	Cassia	Cassia surattensis	6	Multi	12	14	OFF SITE	187	Live Oak	Quercus virginiana	12	30	28	ON SITE
48	Live Oak	Quercus virginiana	10	14	16	OFF SITE	188	Cabbage Palm	Sabal palmetto	12	10	18	ON SITE	
49	Live Oak	Quercus virginiana	8	16	18	OFF SITE	189	Cabbage Palm	Sabal palmetto	12	10	22	ON SITE	
50	Live Oak	Quercus virginiana	6	16	16	OFF SITE	190	Live Oak	Quercus virginiana	12	30	20	ON SITE	
51	Live Oak	Quercus virginiana	8	16	18	OFF SITE	191	Cassia	Cassia surattensis	8	Multi	16	14	OFF SITE
52	Live Oak	Quercus virginiana	8	16	18	OFF SITE	192	Black Olive	Budida buceras	16	36	32	ON SITE	
53	Live Oak	Quercus virginiana	8	16	16	OFF SITE	193	Manila Palm	Veitchia merillii	10	12	12	OFF SITE	
54	Live Oak	Quercus virginiana	8	16	22	OFF SITE	194	Black Olive	Budida buceras	20	42	34	ON SITE	
55	Live Oak	Quercus virginiana	10	18	24	OFF SITE	195	Black Olive	Budida buceras	22	40	36	ON SITE	
56	Live Oak	Quercus virginiana	10	16	16	ON SITE	196	Black Olive	Budida buceras	24	40	36	ON SITE	
57	Live Oak	Quercus virginiana	10	18	24	ON SITE	197	Black Olive	Budida buceras	18	40	36	ON SITE	
58	Live Oak	Quercus virginiana	10	14	24	ON SITE	198	Black Olive	Budida buceras	22	44	36	ON SITE	
59	Live Oak	Quercus virginiana	12	28	24	ON SITE	199	Black Olive	Budida buceras	20	40	36	ON SITE	
60	Live Oak	Quercus virginiana	10	22	22	ON SITE	200	Black Olive	Budida buceras	24	40	38	ON SITE	
61	Live Oak	Quercus virginiana	10	22	20	ON SITE	201	Black Olive	Budida buceras	18	32	34	ON SITE	
62	Live Oak	Quercus virginiana	14	30	28	ON SITE	202	Black Olive	Budida buceras	28	40	36	OFF SITE	
63	Live Oak	Quercus virginiana	12	30	28	ON SITE	203	Live Oak	Quercus virginiana	4	12	16	OFF SITE	
64	Live Oak	Quercus virginiana	12	30	26	ON SITE	204	Live Oak	Quercus virginiana	4	10	16	ON SITE	
65	Live Oak	Quercus virginiana	12	20	24	ON SITE	205	Cassia	Cassia surattensis	5	Multi	12	14	OFF SITE
66	Live Oak	Quercus virginiana	12	24	24	ON SITE	206	Cassia	Cassia surattensis	4	Multi	10	10	OFF SITE
67	Live Oak	Quercus virginiana	12	24	24	ON SITE	207	Buttonwood	Conocarpus erectus	4	8	18	OFF SITE	
68	Live Oak	Quercus virginiana	12	26	24	ON SITE	208	Cabbage Palm	Sabal palmetto	12	10	24	ON SITE	
69	Live Oak	Quercus virginiana	10	18	18	ON SITE	209	Cabbage Palm	Sabal palmetto	12	10	20	ON SITE	
70	Live Oak	Quercus virginiana	10	18	22	OFF SITE	210	Buttonwood	Conocarpus erectus	4	10	12	OFF SITE	
71	Live Oak	Quercus virginiana	10	20	24	OFF SITE	211	Buttonwood	Conocarpus erectus	4	12	12	OFF SITE	
72	Live Oak	Quercus virginiana	4	12	16	OFF SITE	212	Live Oak	Quercus virginiana	10	20	20	OFF SITE	
73	Live Oak	Quercus virginiana	8	16	16	OFF SITE	213	Boxtail Palm	Wodyetia bifurcata	10	10	14	OFF SITE	
74	Live Oak	Quercus virginiana	10	24	26	OFF SITE	214	Boxtail Palm	Wodyetia bifurcata	12	12	18	OFF SITE	
75	Live Oak	Quercus virginiana	6	16	18	OFF SITE	215	Live Oak	Quercus virginiana	10	14	20	OFF SITE	
76	Live Oak	Quercus virginiana	8	18	18	OFF SITE	216	Japanese Fern Tree	Filicium decipiens	18	28	28	OFF SITE	
77	Live Oak	Quercus virginiana	6	14	14	OFF SITE	217	Live Oak	Quercus virginiana	16	24	18	OFF SITE	
78	Live Oak	Quercus virginiana	6	14	16	OFF SITE	218	Live Oak	Quercus virginiana	12	26	24	OFF SITE	
79	Live Oak	Quercus virginiana	6	16	16	OFF SITE	219	Live Oak	Quercus virginiana	10	16	22	OFF SITE	
80	Live Oak	Quercus virginiana	4	10	12	OFF SITE	220	Mahogany	Swietenia mahagoni	18	32	30	OFF SITE	
81	Live Oak	Quercus virginiana	8	16	16	OFF SITE	221	Mahogany	Swietenia mahagoni	16	30	28	OFF SITE	
82	Live Oak	Quercus virginiana	8	16	18	OFF SITE	222	Live Oak	Quercus virginiana	12	28	26	OFF SITE	
83	Live Oak	Quercus virginiana	12	22	24	ON SITE	223	Intentionally Deleted						
84	Live Oak	Quercus virginiana	10	18	20	ON SITE	224	Intentionally Deleted						
85	Live Oak	Quercus virginiana	10	16	20	ON SITE	225	Intentionally Deleted						
86	Live Oak	Quercus virginiana	8	14	22	ON SITE	226	Intentionally Deleted						
87	Live Oak	Quercus virginiana	10	22	22	ON SITE	227	Intentionally Deleted						
88	Live Oak	Quercus virginiana	10	20	24	ON SITE	228	Intentionally Deleted						
89	Live Oak	Quercus virginiana	10	22	20	ON SITE	229	Live Oak	Quercus virginiana	12	22	24	OFF SITE	
90	Live Oak	Quercus virginiana	10	22	24	ON SITE	230	Pygmy Date Palm	Phoenix roebelenii	6	Multi	8	OFF SITE	
91	Live Oak	Quercus virginiana	8	18	22	ON SITE	231	Japanese Fern Tree	Filicium decipiens	18	Multi	24	28	OFF SITE
92	Live Oak	Quercus virginiana	8	16	22	ON SITE	232	Live Oak	Quercus virginiana	10	20	24	ON SITE	
93	Live Oak	Quercus virginiana	8	16	18	ON SITE	233	Live Oak	Quercus virginiana	10	18	26	OFF SITE	
94	Live Oak	Quercus virginiana	8	16	18	ON SITE	234	Japanese Fern Tree	Filicium decipiens	18	Multi	24	28	OFF SITE
95	Live Oak	Quercus virginiana	6	18	16	ON SITE	235	Mahogany	Swietenia mahagoni	12	36	34	ON SITE	
96	Live Oak	Quercus virginiana	6	18	16	ON SITE	236	Japanese Fern Tree	Filicium decipiens	32	Multi	28	34	ON SITE
97	Live Oak	Quercus virginiana	6	12	16	ON SITE	237	Live Oak	Quercus virginiana	12	26	38	ON SITE	
98	Live Oak	Quercus virginiana	6	14	16	ON SITE	238	Live Oak	Quercus virginiana	10	24	30	OFF SITE	
99	Live Oak	Quercus virginiana	8	18	18	ON SITE	239	Live Oak	Quercus virginiana	16	38	36	ON SITE	
100	Live Oak	Quercus virginiana	8	18	18	ON SITE	240	Live Oak	Quercus virginiana	12	32	34	OFF SITE	
101	Cabbage Palm	Sabal palmetto	12	10	24	ON SITE	241	Live Oak	Quercus virginiana	12	24	26	ON SITE	
102	Cabbage Palm	Sabal palmetto	12	10	24	ON SITE	242	Live Oak	Quercus virginiana	12	24	22	ON SITE	
103	Cabbage Palm	Sabal palmetto	12	10	24	ON SITE	243	Live Oak	Quercus virginiana	12	24	30	OFF SITE	
104	Live Oak	Quercus virginiana	12	28	24	ON SITE	244	Live Oak	Quercus virginiana	12	28	32	OFF SITE	
105	Live Oak	Quercus virginiana	12	28	24	ON SITE	245	Live Oak	Quercus virginiana	12	26	28	OFF SITE	
106	Cabbage Palm	Sabal palmetto	12	10	20	ON SITE	246	Live Oak	Quercus virginiana	10	24	30	OFF SITE	
107	Cabbage Palm	Sabal palmetto	12	10	20	ON SITE	247	Mahogany	Swietenia mahagoni	16	30	28	ON SITE	
108	Cabbage Palm	Sabal palmetto	12	10	20	ON SITE	248	Cabbage Palm	Sabal palmetto	16	10	26	ON SITE	
109	Cabbage Palm	Sabal palmetto	14	10	20	ON SITE	249	Cabbage Palm	Sabal palmetto	14	10	26	ON SITE	
110	Cabbage Palm	Sabal palmetto	14	10	20	ON SITE	250	Cabbage Palm	Sabal palmetto	12	10	26	ON SITE	
111	Cabbage Palm	Sabal palmetto	14	10	20	ON SITE	251	Live Oak	Quercus virginiana	12	24	26	ON SITE	
112	Cabbage Palm	Sabal palmetto	12	10	20	ON SITE	252	Live Oak	Quercus virginiana	8	24	22		



Steven A. Landy, Esq.  
Direct Line: 305-579-0758  
Direct Fax: 305-961-5758  
LandyS@gtlaw.com

August 30, 2016

**VIA OVERNIGHT UPS**


Mr. Luis Martinez  
Senior Executive Vice President  
The Graham Companies  
6843 Main Street  
Miami Lakes, Florida 33014

**Re: Opinion of Title for Main Street Phase IV Plat**

Dear Luis:

Enclosed please find an original opinion of title for the Town.

Very truly yours,



Steven A. Landy

SAL/ac  
Enclosure

*MIA 185457181v1*

## OPINION OF TITLE

**To:     Town of Miami Lakes**

With the understanding that this Opinion of Title is furnished to the Town of Miami Lakes, as an inducement for a subdivision plat covering the real property hereinafter described, it is hereby certified that I have examined the following: (i) Chicago Title Insurance Loan Policy No. 72002-7414 with an effective date of December 22, 2009, (ii) Chicago Title Insurance Loan Policy No. 72002-7413 and Endorsement to Chicago Title Insurance Loan Policy No. 72002-7413, with an effective date of December 28, 2010, (iii) Chicago Title Insurance Loan Policy No. 10146202000040 with an effective date of April 7, 1992, (iv) and (ii) Attorneys' Title Fund Services, LLC certified attorney title information (collectively, the "Title Evidence"), which Title Evidence covers the period from the beginning to August 15, 2016 at 11:00 PM. ("Effective Date"), inclusive, of the following described real property:

**See Exhibit "A" attached hereto and made a part hereof.**

I am of the opinion that on the last mentioned date, the fee simple title to the above-described real property was vested in:

The Graham Companies, a Florida corporation

**Note: For Limited Partnership, Limited Liability Company or Joint Venture indicate parties comprising the Limited Partnership, Limited Liability Company or Joint Venture and identify who is authorized to execute.**

Subject to the following encumbrances, liens and other exceptions (If "none" please indicate):

**1.     RECORDED MORTGAGES:**

- a. Amended, Restated, and Consolidated Mortgage and Spreader Agreement, Assignment of Leases and Rents, Security Agreement, and Financing Statement given by The Graham Companies, a Florida corporation to The Guardian Life Insurance Company of America, a New York corporation dated December 21, 2009, and recorded December 22, 2009 in Official Records Book 27125, Page 474, of the Public Records of Miami-Dade County, Florida.
- b. Assignment of Leases and Rents given by The Graham Companies, a Florida corporation to The Guardian Life Insurance Company of America, a New York corporation dated December 21, 2009 and recorded December 22, 2009 in Official Records Book 27125, Page 528 of the Public Records of Miami-Dade County, Florida.
- c. UCC-1 Financing Statement given by The Graham Companies, a Florida corporation, as debtor, to The Guardian Life Insurance Company of America, a New York corporation, as secured party recorded December 22, 2009 in Official Records Book 27125, Page 542 of the Public Records of Miami-Dade County, Florida.

2. **RECORDED CONSTRUCTION LIENS, CONTRACT LIENS AND JUDGMENTS:**

NONE

3. **GENERAL EXCEPTIONS:**

- i) Taxes for the year 2016 and subsequent years and taxes or special assessments which are not shown as existing liens by the public records.
- ii) Rights or claims of parties in possession not shown by the public records.
- iii) Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
- iv) Easements or claims of easements not shown by the public records.
- v) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- vi) Any outstanding assessments in favor of Miami-Dade County, Florida, any special taxing district and any municipality.
- vii) Zoning and other restrictions imposed by governmental authority.
- viii) Any lien provided for by Florida Statutes in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer, waste or gas system supplying the land or service facilities.

4. **SPECIAL EXCEPTIONS:**

- 1) Restrictions, conditions, reservations, easements and other matters contained on the Plat of MIAMI LAKES TOWN CENTER THREE-EAST, as recorded in Plat Book 163, Page 84, Public Records of Miami-Dade County, Florida.
- 2) Easement to Florida Power & Light Company recorded March 20, 2006 in Official Records Book 24341, Page 1803.
- 3) Grant of Easement to Miami-Dade County, Florida recorded in Official Records Book 25252, Page 3542.
- 4) Grant of Easement to Miami-Dade County, Florida recorded in Official Records Book 25252, Page 3571.
- 5) Declaration of Restrictions (Cross Parking Commercial) recorded in Official Records Book 18452, Page 1732.
- 6) Grant of Easement to Miami-Dade County dated December 1, 1999 as recorded in Official Records Book 19260, at Page 4452 of the Public Records of Miami-Dade County, Florida.
- 7) Grant of Easement to Miami-Dade County dated May 26, 2003 as recorded in Official Records Book 25252, at Page 3571 of the Public Records of Miami-Dade County, Florida.

- 8) Grant of Easement to Miami-Dade County dated March 11, 2004 as recorded in Official Records Book 25252, at Page 3542 of the Public Records of Miami-Dade County, Florida.
- 9) Restrictions, conditions, reservations, easements and other matters contained on the Plat of MIAMI LAKES TOWN CENTER TWO-EAST, according to the plat thereof, as recorded in Plat Book 159, at Page 67, of the Public Records of Miami-Dade County, Florida.
- 10) Covenant of Construction within Right of Way dated February 20, 2003 as recorded in Official Records Book 21068, at Page 3778 of the Public Records of Miami-Dade County, Florida.
- 11) Ground Lease by and between The Graham Companies and BUCA Restaurants Inc. dated July 22, 2002, as amended by First Amendment to Ground Lease dated November 20, 2002, and Second Amendment to Ground Lease dated January 17, 2003, as assigned to Miller's Ale House, Inc. and then further amended by Third Amendment to Ground Lease dated September 30, 2010, as evidenced of record by Memorandum of Lease recorded in Official Records Book 20555, at Page 3573 of the Public Records of Miami-Dade County, Florida, as amended by Amendment to Memorandum of Lease dated as of September 30, 2010 and recorded in Official Records Book 27476, at Page 0819 of the Public Records of Miami-Dade County.
- 12) Ground Lease by and between The Graham Companies and Master Restaurant Developers, LLC, dated October 10, 2006, as amended by First Lease Amendment dated December 10, 2006, and Rent Commencement Addendum dated July 13, 2007, as assigned to Bor Miami Lakes, LLC, and as evidenced of record by Memorandum of Lease recorded in Official Records Book 26042, at Page 1885 of the Public Records of Miami-Dade County, Florida.
- 13) Ground Lease by and between The Graham Companies and RT South Florida Franchise, L.P., dated September 1, 2004, as evidenced of record by Memorandum of Lease recorded in Official Records Book 22673, at Page 4844 of the Public Records of Miami-Dade County, Florida and Lessor Estoppel Certificate and Consent recorded in Official Records Book 24284, at Page 0686 of the Public Records of Miami-Dade County, Florida.
- 14) Declaration of Ingress/Egress Easement Agreement dated as of June 8, 2011 and recorded in Official Records Book 27718, at Page 3994 of the Public Records of Miami-Dade County, Florida.
- 15) Declaration of Overflow Parking Easement dated as of December 16, 2010 and recorded in Official Records Book 27535 at Page 3384 of the Public Records of Miami-Dade County, Florida.
- 16) Restrictions, reservations and rights-of-way, if any, in the Plat of FLORIDA FRUIT COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2 at Page 17, of the Public Records of Miami-Dade County, Florida.
- 17) Restrictions, reservations and rights-of-way, if any, in the Plat of CHAMBER'S LAND COMPANY SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 2 at Page 68, of the Public Records of Miami-Dade County, Florida.
- 18) Canal reservation and canal maintenance agreement in deed from the Trustees of the Internal Improvement Fund recorded October, 11, 1920 in Deed Book for 231, at Page 228 of the Public Records of Miami-Dade County, Florida, as

**Opinion of Title**  
**Page 4**

affected by Release of Reservations recorded in Official Records Book 15693, at Page 1265 of the Public Records of Miami-Dade County, Florida.

- 19) Easement to Bell South Telecommunications, as recorded in Official Records Book 18450, at Page 2066 of the Public Records of Miami-Dade County, Florida.
- 20) Easement to Florida Power & Light, as recorded in Official Records Book 18567, at Page 3076 of the Public Records of Miami-Dade County, Florida.
- 21) The following documents in connection with the vacation of the theoretical roadways contained in the old plats:
  - a. Miami Daily Business Review recorded in Official Records Book 21062, at Page 1566 of the Public Records of Miami-Dade County, Florida, a copy of which is attached.
  - b. Miami Daily Business Review recorded in Official Records Book 21062, at Page 1553 of the Public Records of Miami-Dade County, Florida, a copy of which is attached.
  - c. Resolution No. R-1407-02 as recorded in Official Records Book 21062, at Page 1554, of the Public Records of Miami-Dade County, Florida, a copy of which is attached.
  - d. Resolution No. R-16-03 as recorded in Official Records Book 21062, at Page 1541, of the Public Records of Miami-Dade County, Florida, a copy of which is attached.
- 22) Canal Reservation and canal maintenance easement in Deed from TIIF recorded October 11, 1920, in Deed Book 231, at Page 228.

*I HEREBY CERTIFY* that I have reviewed all the aforementioned encumbrances and exceptions and that none of them affect the validity of the Plat.

Therefore, it is my opinion that the following party(ies) must execute plat.

<u>Name</u>	<u>Interest</u>	<u>Special Exception Number</u>
The Graham Companies, a Florida corporation	Fee Simple Owner	N/A
The Guardian Life Insurance Company of America, a New York corporation	Mortgagee	1(a) to 1(c)
Miller's Ale House, Inc.	Lessee	4 (11)
Bor Miami Lakes, LLC	Lessee	4 (12)
RT South Florida Franchise, L.P.	Lessee	4 (13)



*I HEREBY CERTIFY* that the legal description contained in this Opinion of Title coincides with, and is the same as, the legal description in the proffered plat.

[Remainder of page left intentionally blank]

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a single name.

I, the undersigned, further certify that I am an attorney-at-law duly admitted to practice in the State of Florida and a member in good standing of the Florida Bar.

Respectfully submitted this 30<sup>th</sup> day of August, 2016.

  
Steven A. Landy, Esq.

**Florida Bar No. 346020**  
Greenberg Traurig, P.A.  
333 Avenue of the Americas  
Miami, FL 33131

STATE OF FLORIDA

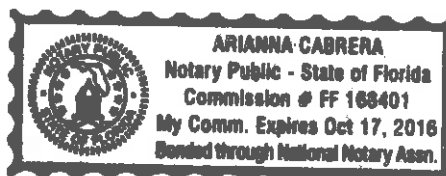
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of August, 2016, by Steven A. Landy, who is personally known to me or has produced \_\_\_\_\_, as identification.

  
Notary Public

Arianna Cabrera  
Print Name

My Commission Expires: 10-17-2016



**Exhibit "A"**  
**Legal Description**

Portions of Sections 13, 14, 23 and 24 in Township 52 South, Range 40 East, Miami-Dade County, Florida, including Tract "C", "Miami Lakes Town Center Two-East" as recorded in Plat Book 159 at Page 67; Tract "D", "Miami Lakes Town Center Three-East" as recorded in Plat Book 163 at Page 84; a portion of Tracts 41 and 42 in said Section 13, "Florida Fruit Lands Company Subdivision" as recorded in Plat Book 2 at Page 17; a portion of Tract 3 in said Section 23 of said "Florida Fruit Lands Company Subdivision"; and a portion of Tracts 13, 14, 15 and 16 in said Section 24, "Chambers Land Co. Subdivision" as recorded in Plat Book 2 at Page 68 all in the Public Records of Miami-Dade County, Florida including the previously described parcels being more particularly described as follows:

Begin at the Northwest corner of Tract "A", "Miami Lakes Town Center Section Thirteen", as recorded in Plat Book 132 at Page 11 of the Public Records of Miami-Dade County, Florida; thence North 19 degrees 39 minutes 45 seconds West along the East Right-of-Way line of Ludlam Road (N. W. 67 Avenue) as shown on the plat of "Miami Lakes Town Center Section Fourteen" as recorded in Plat Book 139 at Page 4 of the Public Records of Miami-Dade County, Florida for 286.41 feet to a Point of Curvature; thence Northerly along a circular curve, concave to the East, having a radius of 1095.92 feet and a central angle of 31 degrees 40 minutes 00 seconds for an arc distance of 605.70 feet to a Point of Tangency; thence North 12 degrees 00 minutes 15 seconds East for 339.89 feet to a Point of Curvature; thence Northerly along a circular curve to the left, having for its elements, a radius of 2342.96 feet and a central angle of 5 degrees 00 minutes 51 seconds for an arc distance of 205.04 feet to a Point of Reverse Curvature; (said last three courses being along the boundary of the said plats of "Miami Lakes Town Center Two-East" and "Miami Lakes Town Center Three-East"; thence Northerly, Northeasterly and Easterly along a circular curve to the right, having a radius of 25.00 feet and a central angle of 88 degrees 32 minutes 53 seconds for an arc distance of 38.64 feet to a Point of Tangency; thence South 84 degrees 27 minutes 43 seconds East for 106.45 feet to a Point of Curvature; thence run Easterly along a circular curve to the right, having for its elements, a radius of 775.00 feet and its central angle of 35 degrees 15 minutes 09 seconds for an arc distance of 476.84 feet to a point; (said last two courses being along the Southerly right-of-way line of Eagle Nest Lane as shown on the plat of "Miami Lakes Town Center Section Seven", as recorded in Plat Book 120 at Page 58 of the Public Records of Miami-Dade County, Florida); thence South 41 degrees 10 minutes 04 seconds West along the Northwesterly line of said Tract "B", "Miami Lakes Town Center One-East" as recorded in Plat Book 153 at Page 50 of the Public Records of Miami-Dade County, Florida for 174.92 feet; thence North 84 degrees 16 minutes 27 seconds West for 23.51 feet; thence South 10 degrees 49 minutes 49 seconds West for 352.76 feet to a Point of Curvature; thence Southwesterly, Southerly and Southeasterly along a circular curve to the left concave to the Northeast, having a radius of 20.00 feet and a central angle of 71 degrees 49 minutes 34 seconds for an arc distance of 25.07 feet to the Point of Tangency; thence South 60 degrees 59 minutes 45 seconds East for 36.18 feet to a Point of Curvature; thence Easterly along a circular curve to the left concave to the North, having a radius of 38.00 feet and a central angle of 36 degrees 50 minutes 02 seconds for an arc distance of 24.43 feet to the Point of Tangency; thence North 82 degrees 10 minutes 13 seconds East for 190.42 feet to a point on the boundary of the aforesaid plat of "Miami Lakes Town Center One-East, said last five courses being along a portion of the Easterly limits of said Tract "C", "Miami Lakes Town Center Two-East"; as recorded in Plat Book 159 at Page 67 of the Public Records of Miami-Dade County, Florida; thence South 7 degrees 49 minutes 47 seconds East for 171.37 feet; thence South 6 degrees 13 minutes 33 seconds West for 98.44

**Opinion of Title**  
**Page 8**

feet; thence South 29 degrees 00 minutes 15 seconds West for 321.30 feet; thence South 60 degrees 59 minutes 45 seconds East for 158.90 feet to a point on the next described circular curve; (said last four courses being along the Westerly boundary of the aforesaid Tract "B", "Miami Lakes Town Center One-East"); thence Southwesterly along a circular curve to the right, having for its elements a radius of 565.00 feet and a central angle of 36 degrees 06 minutes 25 seconds for an arc distance of 355.89 feet to the Point of Tangency; thence South 70 degrees 20 minutes 15 seconds West for 31.00 feet; (said last two courses being along the limits of Eagle Nest Lane as shown on the aforesaid plat of "Miami Lakes Town Center One-East" and the Northerly limits of Eagle Nest Lane as shown on the plat of "Miami Lakes Town Center Section One" as recorded in Plat Book 94 at Page 12 of the Public Records of Miami-Dade County, Florida; thence North 19 degrees 39 minutes 45 seconds West for 200.00 feet; thence South 70 degrees 20 minutes 15 seconds West for 217.00 feet to the Point of Beginning, said last two courses being along the Northeasterly and Northwesterly limits of the said plat of "Miami Lakes Town Center Section One", all lying and being in the Town of Miami Lakes, Dade County, Florida.

Note: Bearings shown refer to the bearing system, utilized in the "Plat of Right of Way N.W. 67 Avenue (Ludlam Road)" per Plat Book 76 at Page 44 of the Public Records of Miami-Dade County, Florida.



## Town of Miami Lakes Memorandum

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**To:** Honorable Mayor and Town Councilmembers

**From:** Alex Rey, Town Manager

**Subject:** PHSP2016-0005

**Date:** January 17, 2017

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### Recommendation:

Staff recommends *approval, subject to conditions* of a request for approval of the subject Site Plan. Recommended conditions are as follows:

1. Prior to the issuance of a building permit authorizing any construction, the Mobility Fee in the amount of \$138,149.76, shall be paid in full to the Town of Miami Lakes.
2. Prior to the issuance of a building permit authorizing any construction, the Applicant shall show on building plans pedestrian and bicycle improvements on the Right of Way consistent with the Town of Miami Lakes Greenway and Trails Master Plan and construct the improvement in a manner to be approved by Staff or bond for the full cost of the improvement.
3. All utilities shall be underground.
4. Upon completion of the work, the Applicant shall provide the Town with signed and sealed "as-built" surveys of the improvements. The Applicant shall also provide one electronic copy of the "as-built" survey in AutoCAD format.
5. The Applicant shall obtain all required building permits within one (1) year of the date of this approval. A one year extension to obtain required permits may be applied for and granted administratively at the discretion of the Town. Any extension beyond one (1) year will require a resolution by the Town Council. Failure to obtain all required building permits within the time prescribed shall render this agreement null and void.



**Background:**

See attached Staff Analysis.

**Attachments:**

**Staff Report and Analysis**

**PHSP 2016-0005 Application**

**Recorded Deed**

**Resolution**

**Exhibit A- Plans 1-10-2017**



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:** Alex Rey, Town Manager

**Subject:** **HEARING NUMBER:** PHSP2016-0005  
**APPLICANT:** Recondite, LLC  
**FOLIO:** 32-2015-044-0010  
**LEGAL DESCRIPTION:** MARRIOTT SPRINGHILL SUITES  
PB 161-32 T-20815  
TRACT A  
LOT SIZE 112319 SQ FT  
FAU 32 2015 001 0630 & 0640  
OR 19668-2143 0501 1  
COC 24450-2249 04 2006 6  
**LOCATION:** 15800 NW 77th Ct  
Miami Lakes, FL 33016  
**ZONING DISTRICT:** RO-50 High Density Residential/Office District

**Date:** January 17<sup>th</sup> 2017

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### REQUEST

In accordance with Section 13-304(h) of the LDC, Recondite, LLC (the “Applicant”) is requesting a Site Plan Approval to construct a six-story, 135,862 sf multifamily building with 120 residential units.

### RECOMMENDATION

Staff recommends *approval, subject to conditions* of a request for approval of the subject Site Plan. Recommended conditions are as follows:

1. Prior to the issuance of a building permit authorizing any construction, the Mobility Fee in the amount of \$138,149.76, shall be paid in full to the Town of Miami Lakes.
2. Prior to the issuance of a building permit authorizing any construction, the Applicant shall show on building plans pedestrian and bicycle improvements on the Right of Way consistent with the Town of Miami Lakes Greenway and Trails Master Plan and construct the improvement in a manner to be approved by Staff or bond for the full cost of the improvement.
3. All utilities shall be underground.
4. Upon completion of the work, the Applicant shall provide the Town with signed and sealed “as-built” surveys of the improvements. The Applicant shall also provide one electronic copy of the

“as-built” survey in AutoCAD format.

5. The Applicant shall obtain all required building permits, within one (1) year of the date of this approval. If all required building permits are not obtained or an administrative extension not to exceed one (1) year granted within the prescribed time limit, this approval shall become null and void. All other extensions shall be requested to the Town Council.

### **Background**

**Zoning District of Property:**                      **RO-50 High Density Residential/Office District**

**Future Land Use Designation:**                      **Office Residential**

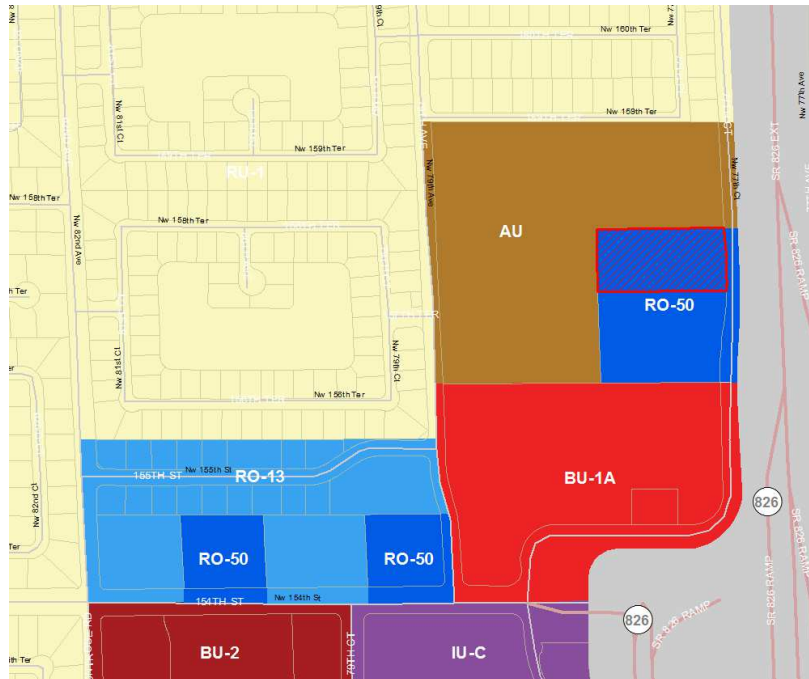
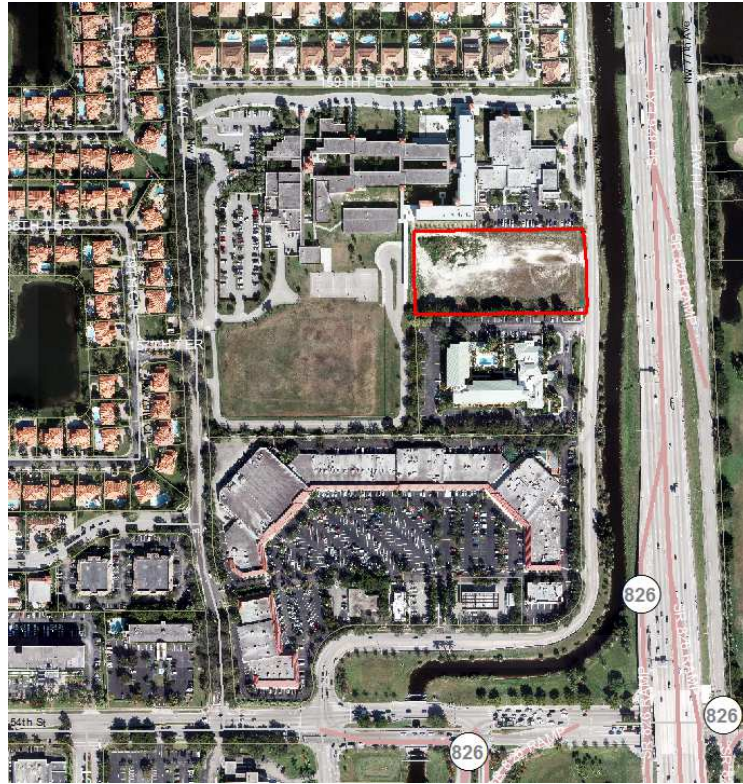
**Subject Property:**

The subject property is a vacant lot located on the west side of 77<sup>th</sup> Court, to the north of Miami Lakes Drive. The existing property is 2.57 acres of vacant land zoned RO-50, and the future land use is Office Residential. The adjacent property to the north is Bob Graham Education Center and to the south the Courtyard Marriot Hotel.

**Surrounding Property:**

	<b>Land Use Designation</b>	<b>Zoning District</b>
<b>North:</b>	Institutional and Public Facility	AU Agricultural Use district
<b>South:</b>	Office Residential	RO-50 High Density Residential/Office District
<b>East:</b>	Palmetto Expressway	Palmetto Expressway
<b>West:</b>	Institutional and Public Facility	AU Agricultural Use district

**Subject Property Location Map:**



## SUMMARY OF PROPOSAL AND STAFF ANALYSIS

### Summary

The proposed project is a 120 unit multifamily residential development sited on an approximate two and half acre parcel on NW 77 Court. The project is positioned between the Bob Graham K-12 Education Center to its north and west side, and the Courtyard Marriot Hotel to its south. The 6 story building provides surface and understory parking facilities at the ground level with five floors of residences above. The façade of the building undulates along its northern and southern facings, thus breaking up the massing of the structure. Additional visual interest is provided by balcony amenities that cantilever from the two story units. The submitted plans conform with all zoning requirements.

The project is subject to the Mobility Fee in the amount of \$138,149.76. A Mobility Fee funded project in close proximity includes the future underpass of the Palmetto Expressway at approximately NW 159 Street connecting NW 77 Court to NW 77 Avenue. The Applicant shall show on building plans pedestrian and bicycle improvements on the Right of Way consistent with the Town of Miami Lakes Greenway and Trails Master Plan and construct the improvement in a manner to be approved by Staff or bond for the full cost of the improvement.

### Site Plan Analysis

Subsection 13-304(h) provides specific criteria for review of a site plan. These criteria are listed below, with Staff Comments for each:

- (1) In what respects the plan is or is not consistent with the Comprehensive Plan, the purpose and intent of the zoning district in which it is located and any design or planning studies adopted by the Town Council that include recommendations applicable to the design of the site under review.

**Staff Comment:** See also the Summary Section of this report and Criterion 2 and 3 below. The proposal is consistent with Comprehensive Plan Future Land Use Element Policy 1.1.2, as residential is permitted within the OR, Office Residential Land Use designation. A complete review found the submitted plans consistent with Division 9 – RO-50, High Density Residential/Office District, of the Town’s Land Development Code.

- (2) In what respects the plan is or is not in conformance with all applicable regulations of the zoning district in which it is located.

**Staff Comment:** The proposed site plan meets all requirements of the RO-50 zoning district, including building setbacks, permitted uses, intensity, building heights, building size, minimum landscaped open space and other landscaping requirements. The proposed site plan additionally meets all other requirements of the LDC, including parking requirements and landscaping requirements.

- (3) In what respects the plan is or is not in conformance with the Town requirements including the design and construction of streets, utility facilities and other essential services.



**Staff Comment:** The project does not require the dedication of additional right-of-ways or internal streets. The project is subject to the Mobility Fee in the amount of \$138,149.76. A Mobility Fee funded project in close proximity includes the future underpass of the Palmetto Expressway at approximately NW 159 Street connecting NW 77 Court to NW 77 Avenue. Staff is requiring undergrounding of all utilities. The developer of the site will be responsible for all civil engineering aspects of the project.

- (4) In what respects the plan is or is not consistent with good design standards in respect to all external relationships including but not limited to:
- a. Relationship to adjoining properties, including the arrangement of buildings and landscape to produce spatial relationships that are compatible with, and complementary to, the development and zoning in adjoining areas.
  - b. Internal and external circulation, including vehicular, bicycle and pedestrian. Circulation systems shall serve the needs of the development and be compatible with, and functionally integrate with, circulation systems outside the development. Vehicular traffic from non-residential development shall be routed so as to minimize impacts on residential development.
  - c. Disposition of open space, use of screening or buffering where appropriate to provide a logical transition to existing, permitted or planned uses on adjoining properties.
  - d. Landscaping that enhances architectural features, strengthens vista and important axes, provides shade, blocks noise generated by major roadways and intense-use areas and, to the maximum extent practicable, preserves existing trees on-site.
  - e. Appropriate scale of proposed structures to be compatible with and complementary to existing, permitted or planned uses on adjoining properties and in the immediate area.
  - f. All outdoor lighting, signs or permanent outdoor advertising or identification features shall be designed as an integral part of and be harmonious with building design and the surrounding landscape.
  - g. Service areas which may be provided shall be screened and so located as not to be visible from the public right-of-way and other properties.
  - h. Design of the site shall ensure adequate access for emergency vehicles and personnel.
  - i. Design of the site shall utilize strategies to provide for the conservation of energy and natural resources, including water.

**Staff Comment:** See also the analysis provided at Criterion 2 and 3 above. The proposed site design conforms to the development standards of RO-50 zoning district. The adjacent properties consist of a K-8 two story public educational facility to north and west, and a hotel to the south. Further south there is a retail shopping plaza. The intensity of the building is in line with its adjacent commercial and public assembly (public school) uses. The façade of the building undulates along its northern and southern facings, thus breaking

up the massing of the structure. Additional visual interest is provided by balcony amenities that cantilever from the two bedroom units. The submitted plans conform with all zoning requirements.

The property is granted a single curb-cut access point to the adjoining roadway, NW 77 Court, which is an FDOT right-of-way. The proposed site plan provides for adequate internal circulation and includes a pedestrian walk connecting to NW 77 Court and the future greenway. The Applicant is committed to completing their share of the proposed greenway along the project's roadway frontage.

The project complies with landscape and open space requirements. Limited landscaping exists on the site and the adjacent right-of-way. The proposed site plan reflects an upgrade to the overall landscape of the property.

- (5) In what respects the plan is or is not in conformance with the Town policy in respect to sufficiency of ownership, guarantee for completion of all required improvements and the guarantee for continued maintenance.

**Staff Comment:** The application conforms with the Town's requirements concerning sufficiency of ownership. The entirety of the property will be retained under one ownership and maintenance of the property will be the responsibility of the property owner, and may be enforced through the provisions of the Town Code.



## Planning, Zoning, and Code Compliance Department

### SITE PLAN APPLICATION

33-2015-044-0010.



File # PHSP 2016-0005

Date of Pre-application meeting

Date Received 12/30/16

1. NAME OF APPLICANT Recondite, LLC *All property owners/lessees must participate as Applicant(s) or designate a representative to participate on their behalf.*

- a. If Applicant is owner, give name exactly as recorded on deed.
- b. If Applicant is lessee, attach copy of valid lease of 1 year or more and Owner's Sworn-to-Consent form.
- c. If Applicant is corporation, partnership, limited partnership, or trustee, a separate Disclosure of Interest form must be completed.

Mailing Address 1474-A West 84 Street

City Hialeah State Florida ZIP 33014

Tel. # (during working hours) 305-823-1401 Other 305-556-4446

E-Mail: LM01474@aol.com Mobile #: 305 801-5419

2. NAME OF PROPERTY OWNER Recondite, LLC

Mailing Address 1474-A West 84 Street

City Hialeah State Florida ZIP 33014

Tel. # (during working hours) 305-823-1401 Other 305-556-4446

3. CONTACT PERSON L. Michael Osman

Mailing Address 1474-A West 84 Street

City Hialeah State Florida ZIP 33014

Tel. # (during working hours) 305-823-1401 Other 305-556-4446

E-Mail: LM01474@aol.com Mobile #: 305-801-5419

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)



4. LEGAL DESCRIPTION OF THE PROPERTY COVERED BY THE APPLICATION

- a. If subdivided, provide lot, block, complete name of subdivision, plat book and page number.  
b. If metes and bounds description, provide complete description (including section, township, and range). c. Attach a separate typed sheet, if necessary. Please verify the accuracy of your legal description

Tract A Marriott Summerhill Suites, according to the Plat thereof, as recorded  
in Plat Book 161, Page 32, Public Records of Miami-Dade County, Florida.

5. Address or location of property: 15800 N.W. 77 Court Miami Lakes, Florida

6. Size of property: 459 x 235 Acres 2.57

7. Date subject property ☒ acquired or ☐ leased 30 day of December 2016

Term of lease; \_\_\_\_\_ years/months.

8. Does property owner own contiguous property to the subject property? If so, give complete legal description of entire contiguous property. (If lengthy, please type on a sheet labeled "Contiguous Property.")

No

9. Is there an option to ☐ purchase or ☐ lease the subject property or property contiguous thereto? ☐ Yes ☒ No

If yes, who are the potential purchasers or lessees? (Complete section of Disclosure of Interest form, also.)

10. Present zoning classification(s): RO-50 Present land use classification(s): Motel/Multi-family

11. Is site plan approval being requested as a result of a violation notice? ☐ Yes ☒ No

If yes, give name to whom violation notice was served \_\_\_\_\_

Nature of violation \_\_\_\_\_

12. Please describe proposed improvements in detail (include additional sheets if necessary):

3-6 story apartment buildings to create a total of 120 apartment units;

100 @ 2/bedroom 2 bath; 20 @ 1 bedroom 1 bath (see attached site plan

for more detailed project information)

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Office: (305) 364-6100 • Fax: (305) 558-8511

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**OWNER OR TENANT AFFIDAVIT  
FOR  
CORPORATION**

STATE OF FLORIDA

Public Hearing No. PHSP 2016-0005

COUNTY OF MIAMI-DADE

Before me, the undersigned authority, personally appeared, hereinafter the Affiants, who being first duly sworn by me, on oath, depose and say:

1. Affiants are the fee owners of the property which is the subject of the proposed hearing.
2. The subject property is legally described as: Tract A, Marriott Summerhill Suites,  
according to the plat thereof, as recorded in Plat Book 161, Page 32  
Public Records of Miami-Dade County, Florida.
3. Affiants understand this affidavit is subject to the penalties of law for perjury and the possibility of voiding of any zoning granted at public hearing.
4. I, L. Michael Osman as Manager (title) of Recondite, LLC (name of corporate entity), being first duly sworn, depose and say that Recondite LLC (name of corporate entity) is the owner / ~~tenant~~ **(circle one)** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketch data and other supplementary matter attached to and made a part of the application are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before a hearing can be advertised.

L. Michael Osman as Manager will represent the Company at the hearing.

Witnesses:

Miriam Urquiza  
Signature

Miriam Urquiza  
Print Name

Odaly Hernandez  
Signature

Odaly Hernandez  
Print Name

Affiant  
[Signature]  
Affiant's Signature

L. Michael Osman  
Print Name

Sworn to and subscribed before me on the 30 day of December, 20 16. Affiant is personally known to me or has produced \_\_\_\_\_ as identification.

Miriam Urquiza  
Notary  
(Stamp/Seal)

My Commission Expires



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)



**OWNER AFFIDAVIT**

Sworn to and subscribed before me on the 30 day of December, 2016. Affiant is personally known to  
me or has produced \_\_\_\_\_ as identification.

  
\_\_\_\_\_  
Miriam Urquiza  
Notary Public, State of Florida

My Commission Expires: \_\_\_\_\_



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)

### DISCLOSURE OF INTEREST\*

If a CORPORATION owns or leases the subject property, list principal stockholders and percent of stock owned by each. [Note: Where principal officers or stockholders consist of other corporation(s), trust(s), partnership(s) or similar entities, further disclosure shall be made to identify the natural persons having the ultimate ownership interest.]

CORPORATION NAME: Recondite, LLC

NAME AND ADDRESS: 1474-A West 84 St. Hialeah, Fl. 33014

Percentage of Stock

Horizon Investments Unlimited Inc.

25%

6843 Main Street-Suite 320 Miami Lakes, Fl. 33014

Mis Kilitos Investments II, LLC

25%

6843 Main Street, Suite 320 Miami Lakes, Fl. 33014

Redound Corp.

50%

1474-A West 84 Street, Hialeah, Fl. 33014

If a TRUST or ESTATE owns or leases the subject property, list the trust beneficiaries and percent of interest held by each. [Note: Where beneficiaries are other than natural persons, further disclosure shall be made to identify the natural persons having the ultimate ownership interest.]

TRUST / ESTATE NAME: \_\_\_\_\_

NAME AND ADDRESS: \_\_\_\_\_

Percentage of Interest

\_\_\_\_\_  
\_\_\_\_\_  
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If a PARTNERSHIP owns or leases the subject property, list the principals including general and limited partners. [Note: Where partner(s) consist of other partnership(s), corporation(s), trust(s), or similar entities, further disclosure shall be made to identify the natural persons having the ultimate ownership interests.]

PARTNERSHIP OR LIMITED PARTNERSHIP NAME: \_\_\_\_\_

NAME AND ADDRESS: \_\_\_\_\_

Percent of Ownership

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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)

If there is a CONTRACT FOR PURCHASE by a Corporation, Trust, or Partnership, list purchasers below, including principal officers, stockholders, beneficiaries, or partners. [Note: Where principal officers, stockholders, beneficiaries, or partners consist of other corporation, trusts, partnerships, or similar entities, further disclosure shall be made to identify natural persons having ultimate ownership interests.]

NAME OF PURCHASER: N/A

NAME, ADDRESS, AND OFFICE (if applicable): \_\_\_\_\_ Percentage of Interest

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Date of Contract: \_\_\_\_\_

If any contingency clause or contract terms involve additional parties, list all individuals or officers if a corporation, partnership, or trust:

_____
_____
_____
_____
_____
_____

NOTICE: For changes of ownership or changes in purchase contracts after the date of the application, but prior to the date of final public hearing, a supplemental disclosure of interest is required.

Signature: *L. Michael Osman* *- MANAGER*  
 L. Michael Osman/ (Applicant)  
 Recondite, LLC

Sworn to and subscribed before me this 30 day of December 2016. Affiant

is personally known to me or has produced \_\_\_\_\_ as identification.

*Miriam Urquiza*  
 (Notary Public)

My commission expires \_\_\_\_\_



\* Disclosure shall not be required of: (1) any entity the equity interests in which are regularly traded on an established securities market in the United States or another country; or (2) pension funds or pension trusts or more than five thousand (5,000) ownership interests; or (3) any entity where ownership interests are held in a partnership, corporation, or trust consisting of more than five thousand (5,000) separate interests, including all interests at every level of ownership and where no one (1) person or entity holds more than a total of five percent (5%) of the ownership interest in the partnership, corporation, or trust. Entities whose ownership interests are held in a partnership, corporation, or trust consisting of more than five thousand (5,000) separate interests, including all interests at every level of ownership, shall only be required to disclose those ownership interests which exceed five percent (5%) of the ownership interests in the partnership, corporation, or trust.

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)

Prepared by and Return to:  
Stephen R. Garcia-Vidal, Esquire  
The Elias Law Firm, PLLC  
15500 New Barn Road Suite 104  
Miami Lakes, FL 33014  
Telephone: 305-823-2300  
File Number: 3602-160002

Folio Number: 32-2015-044-0010

\_\_\_\_\_[Space Above This Line For Recording Data]\_\_\_\_\_

### WARRANTY DEED

**THIS INDENTURE** made as of the 08<sup>th</sup> day of December, 2016 between Miami Lakes – 158, LLC, a Florida limited liability company, whose mailing address is: 480 West 84<sup>th</sup> Street, Suite 105 Hialeah, Florida 33014, Grantor and Recondite, LLC, a Florida limited liability company, whose mailing address is: 1474-A West 84 Street Hialeah, FL. 33014 Grantee.

**WITNESSETH** that said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Miami-Dade, Florida, and more particularly described as follows:

Tract A, Marriott Summerhill Suites, according to the plat thereof as recorded in Plat Book 161, Page 32, Public Records of Miami-Dade County, Florida  
a/k/a 15800 N.W. 77th Court, Miami Lakes, Florida 33016 (the "Property")

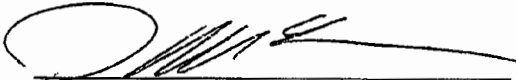
**SUBJECT TO** taxes for 2017 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any, without the intent of reimposing same.

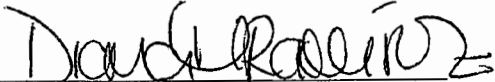
**And** the Grantor hereby covenants with said grantee that Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor.

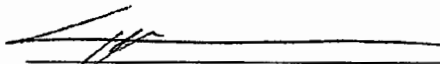
- "Grantor" and "Grantee" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal as of the day and year first above written.

**Miami Lakes – 158, LLC**, a Florida limited liability company

  
 Witness  
 Name: L. Robert Ellis

By:   
 Print: Diana Monica Ramirez  
 Title: Manager

  
 Witness  
 Name: Andres Carrizosa

STATE OF FLORIDA ]  
 ]  
 COUNTY OF MIAMI-DADE ]

The foregoing instrument was acknowledged before me this 28 th day of December, 2016 by Diana Monica Ramirez, as Manager of **Miami Lakes – 158, LLC**, a Florida limited liability company. She is personally known to me or has produced her Florida driver's license as identification.

[NOTARY SEAL]



  
 Notary Public  
 Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**RESOLUTION NO.17-\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING A REQUEST IN ACCORDANCE WITH SUBSECTION 13-304 OF THE LAND DEVELOPMENT CODE, A SITE PLAN ENTITLED "LUCIDA PALMETTO & 77TH"; FOR THE PROPERTY LOCATED AT 15800 NW 77 COURT, BEARING FOLIO NUMBER 32-2015-044-0010; PROVIDING FOR APPROVAL; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATION OF CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Subsection 13-304 of the Town of Miami Lakes ("Town") Land Development Code ("LDC"), Recondite, LLC (the "Applicant") has applied to the Town for approval of a Site Plan, entitled Lucida Palmetto & 77<sup>th</sup>, dated stamped received January 10, 2017, consisting of 13 sheets, as prepared by LLR Architects, Inc. a copy of the Site Plan (the "Site Plan") being attached hereto as Exhibit "A", for property located at 15800 NW 77<sup>th</sup> Court, bearing Miami-Dade Tax Folio No. 32-2015-044-0010 ("Property"), as legally described on the survey as provided in Exhibit "A", and containing approximately 2.578 acres of land; and

**WHEREAS**, Section 13-304 of the Town LDC sets forth the authority of the Town Council to consider and act upon the subject application for a site plan approval; and

**WHEREAS**, in accordance with Section 13-309 of the Town LDC, proper notice was mailed to the appropriate property owners of record, the property was posted as required and the hearing was duly advertised in the newspaper; the public hearing on the Site Plan was noticed for Tuesday, January 17, 2017, at 6:30 P.M. at Town Hall, 6601 Main Street, Miami Lakes, Florida; and all interested parties have had the opportunity to address their comments to the Town Council; and

**WHEREAS**, Town staff reviewed the application and recommends approval subject to conditions, of the request for Site Plan, as set forth in the Town of Miami Lakes Staff Analysis and Recommendation, a copy of which is on file in the Town of Miami Lakes Clerk's Office and incorporated herein by reference; and

**WHEREAS**, the Town Council, held a quasi-judicial hearing on January 17, 2017, and considered the written recommendations of staff, any other reviewing agencies, and presentation by the public; and

**WHEREAS**, the Town Council of the Town of Miami Lakes now desires to approve the site plan with conditions.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above Recitals are true and correct and incorporated herein by this reference.

**Section 2. Findings.** In accordance with Subsection 13-304(h), the Town Council accepts the staff report as competent and substantial evidence, and finds that the Application meets the criteria for Site Plan Approval which are as follows:

1. In what respects the plan is or is not consistent with the Comprehensive Plan, the purpose and intent of the zoning district in which it is located and any design or planning studies adopted by the Town Council that include recommendations applicable to the design of the site under review.
2. In what respects the plan is or is not in conformance with all applicable regulations of the zoning district in which it is located.
3. In what respects the plan is or is not in conformance with the Town requirements including the design and construction of streets, utility facilities and other essential services.
4. In what respects the plan is or is not consistent with good design standards in respect to all external relationships including but not limited to:
  - a. Relationship to adjoining properties, including the arrangement of buildings and landscape to produce spatial relationships that are compatible with, and complementary to, the development and zoning in adjoining areas.
  - b. Internal and external circulation, including vehicular, bicycle and pedestrian. Circulation systems shall serve the needs of the development and be compatible with, and functionally integrate with, circulation systems outside the development. Vehicular traffic from nonresidential development shall be routed so as to minimize impacts on residential development.
  - c. Disposition of open space, use of screening or buffering where appropriate to provide a logical transition to existing, permitted or planned uses on adjoining properties.
  - d. Landscaping that enhances architectural features, strengthens vista and important access, provides shade, blocks noise generated by major roadways and intense-use areas and, to the maximum extent practicable, preserves existing trees on-site.
  - e. Appropriate scale of proposed structures to be compatible with and complementary to existing, permitted or planned uses on adjoining properties and in the immediate area.
  - f. All outdoor lighting, signs or permanent outdoor advertising or identification features shall be designed as an integral part of and be harmonious with building design and the surrounding landscape.
  - g. Service areas which may be provided shall be screened and so located as not to be visible from the public right-of-way and other properties.

- h. Design of the site shall ensure adequate access for emergency vehicles and personnel.
1. Design of the site shall utilize strategies to provide for the conservation of energy and natural resources, including water.
5. In what respects the plan is or is not in conformance with the Town policy in respect to sufficiency of ownership, guarantee for completion of all required improvements and the guarantee for continued maintenance.

**Section 3. Approval.** The application, entitled Lucida Palmetto & 77<sup>th</sup>, dated stamped received January 10, 2017, consisting of 13 sheets, as prepared by LLR Architects, Inc. a copy of the Site Plan (the "Site Plan") being attached hereto as Exhibit "A", for property located at 15800 SW 77<sup>th</sup> Court, bearing Miami-Dade Tax Folio No. 32-2015-044-0010 ("Property"), as legally described on the survey as provided in Exhibit "A", and containing approximately 2.578 acres of land, is hereby approved, subject to the following conditions:

1. Prior to the issuance of a building permit authorizing any construction, the Mobility Fee in the amount of \$138,149.76, shall be paid in full to the Town of Miami Lakes.
2. Prior to the issuance of a building permit authorizing any construction, the Applicant shall show on building plans pedestrian and bicycle improvements on the Right of Way consistent with the Town of Miami Lakes Greenway and Trails Master Plan and construct the improvement in a manner to be approved by Staff or bond for the full cost of the improvement.
3. All utilities shall be underground.
4. Upon completion of the work, the Applicant shall provide the Town with signed and sealed "as-built" surveys of the improvements. The Applicant shall also provide one electronic copy of the "as-built" survey in AutoCAD format.
5. The Applicant shall obtain all required building permits within one (1) year of the date of this approval. A one year extension to obtain required permits may be applied for and granted administratively at the discretion of the Town. Any extension beyond one (1) year will require a resolution by the Town Council. Failure to obtain all required building permits within the time prescribed shall render this agreement null and void.

**Section 4. Violation of Conditions.** Failure to adhere to the terms and conditions of this Resolution shall be considered a violation of the Town LDC and persons found violation the conditions shall be subject to the penalties prescribed by the Town LDC, including, but not limited to, the revocation of any of the approval(s) granted by this Resolution. The Applicant understands and acknowledges that it must comply with all other applicable requirements of the Town LDC before it may commence operation, and that the foregoing approval in this Resolution may be revoked by the Town at any time upon a determination that the Applicant or its heirs or successors are in noncompliance with the Town LDC.

**Section 5. Appeal.** In accordance with Section 13-310 of the Town LDC, the

Applicant of any affect party may appeal this decision by filing of a notice of appeal in accordance with the Florida Rules of Appellate Procedure.

**Section 6. Final Order. This is a Final Order.**

**Section 7. Effective Date.** This Resolution shall take effect upon its passage and adoption by the Town Council.

**PASSED AND ADOPTED** this \_\_\_\_ day of January, 2017.

Motion to adopt by: \_\_\_\_\_, second by: \_\_\_\_\_.

**FINAL VOTE AT ADOPTION**

Mayor Manny Cid	_____
Vice Mayor Tony Lama	_____
Councilmember Luis Collazo	_____
Councilmember Tim Daubert	_____
Councilmember Ceasar Mestre	_____
Councilmember Frank Mingo	_____
Councilmember Nelson Rodriguez	_____

\_\_\_\_\_  
Manny Cid  
Mayor

Attest:

Approve as to Form and Legal Sufficiency

Attest: \_\_\_\_\_  
Gina Inguanzo  
Town Clerk

\_\_\_\_\_  
Raul Gastesi, Jr.  
Town Attorney

**Exhibit A**

**Site Plan**



PROPOSED BUILDING FOR:  
LUCIDA PALMETTO & 77TH.  
MIAMI LAKES , FLORIDA.



DRAWING LIST

- ARCHITECTURAL COVER SHEET  
SURVEY
- SP-1.1

SITE PLAN
- SP-1.2

AREA CALCULATION DIAGRAMS
- PWS-1

PRELIMINARY WATER AND SEWER PLAN
- PGD-1

PRELIMINARY PAVING AND GRADING PLAN
- SP-1.1

APPROVED SITE PLAN FROM MIAMI DADE FIRE
- A-1.1

OVERALL BUILDING
- A-1.2

PARTIAL SECOND FLOOR PLAN (TYP. UNITS)  
ENLARGED UNIT # A & B
- A-2.1

SOUTH ELEVATION  
EAST ELEVATION
- A-2.2

NORTH ELEVATION  
WEST ELEVATION
- PH-1

PHOTOMETRIC LIGHTING PLAN
- L-1.1

LANDSCAPE PLAN
- SURVEY

RECEIVED  
JAN 10 2017

  
LLR Architects, Inc.  
  
ARCHITECTURE & PLANNING  
14135 NW 80 AVE, SUITE 306  
MIAMI LAKES, FLORIDA 33016  
(305) 403-7998  
(305) 403-7998  
E-MAIL: LLR@LLRARCHITECTS.COM

REVISION:	BY:

PROPOSED UNITS FOR:  
LUCIDA PALMETTO & 77TH  
15800 NW 77 COURT  
MIAMI LAKES, FLORIDA 33016

SEAL: AR 0017852  
LUIS LA ROSA

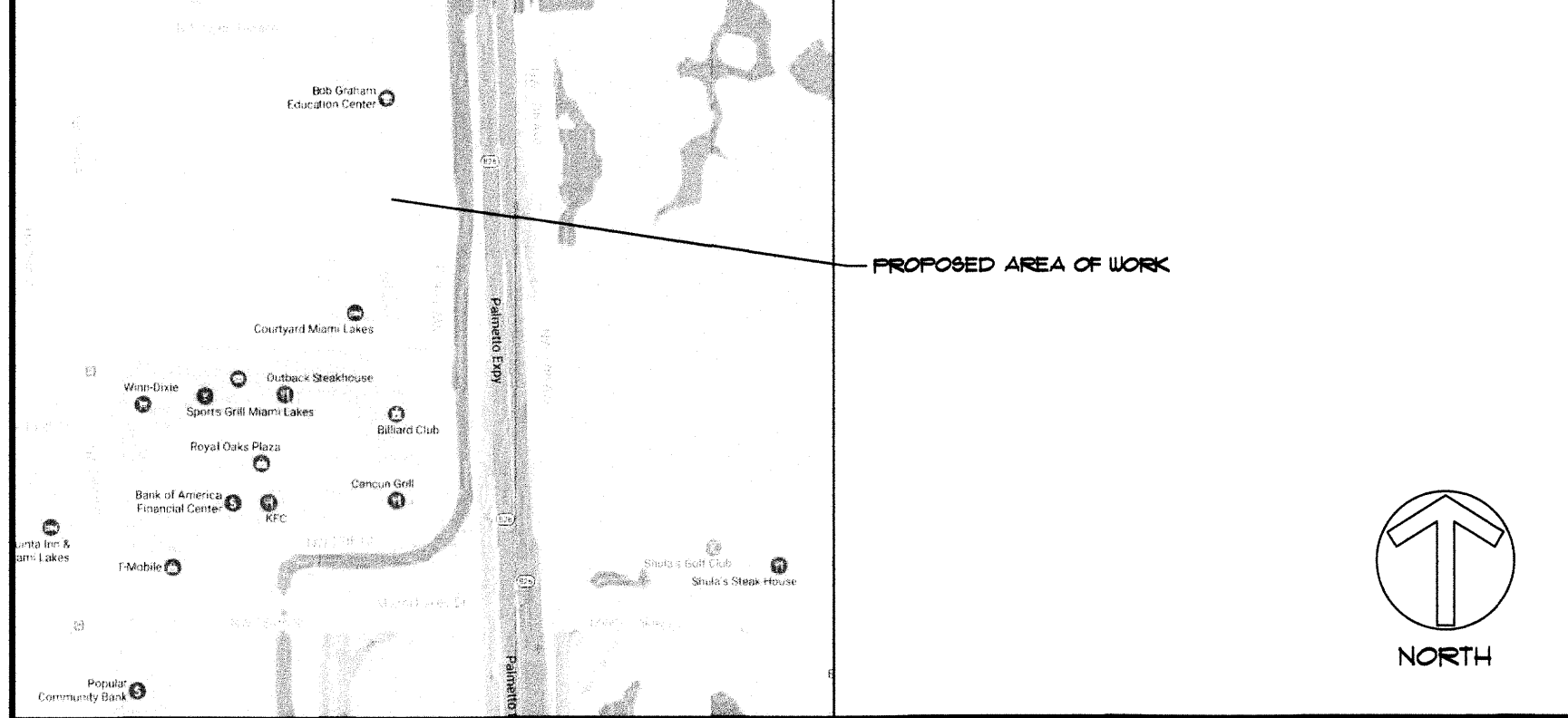
DRAWN	CC
CHECKED	LLR
DATE	10/25/16
SCALE	AS NOTED
JOB NO.	016-031
SHEET	
OF	SHEETS

SITE CALCULATIONS:		
TOTAL SITE AREA:	102,916.8 SF. OR 2.378 GROSS ACRES	
BUILDING FOOTPRINT AREA	21,848 SF.	
DRIVEWAY	43,369 SF.	
CONC. SIDE WALK	5,493 SF.	
TOTAL IMPERVIOUS AREA*	70,710 SF.	
30% OPEN SPACE = 102,916.8 x .3 =	30,875.04 SF.	
10 SF. PER PARK SPACE = 208	2,080 SF.	
TOTAL PERVIOUS AREA*	35,765.94 SF.	35,921.68 SF.
DENSITY REQUIREMENTS (R0-50) HIGH DENSITY RESIDENTIAL	REQUIRED	PROVIDED
50 UNITS PER ACRE =	125 ALLOWED	120

PARKING SPACES REQUIREMENTS		
100 (2-BEDROOM) UNITS x 1.75	REQUIRED	PROVIDED
175		
20 (2-BEDROOM) UNITS x 1.50	REQUIRED	PROVIDED
30		
TOTAL PARKING	205	208
SETBACKS REQUIREMENTS		
FRONT-	REQUIRED	PROVIDED
31'-4"		31'-5"
REAR-	REQUIRED	PROVIDED
31'-4"		49'-0"
SIDE-	REQUIRED	PROVIDED
25'-0"		51'-10"
SIDE-	REQUIRED	PROVIDED
25'-0"		88'-6"
*PROPOSED BUILDING HEIGHT = 66' (66-35+ 31 FEET X 40'12.4 FEET 25'10.4" X 31.4")		
*12 BASIC STORAGE REQ. 12 PROPOSED. REFER TO SITE PLAN		

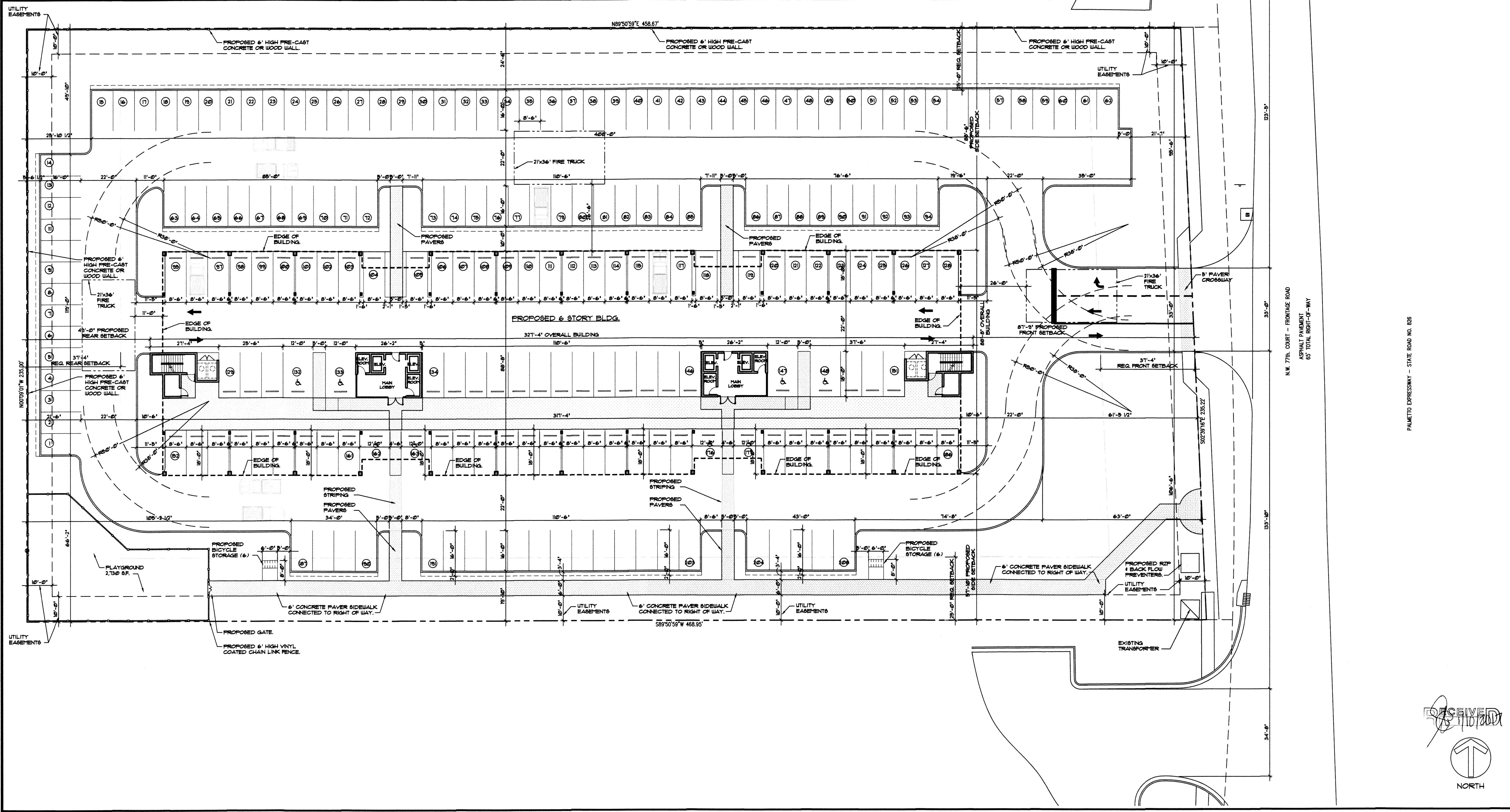
AREA CALCULATION		
LEVEL # 1	COMMON AREA (STAIRS, ELEV.)	910 SF.
	(STAIRS, ELEV, LOBBY, ELECT. ROOM)	
	TOTAL FIRST FLOOR SF.	910 SF.
LEVEL # 2	UNIT A 20 UNITS (2 BEDROOMS)	900 SF.
	UNIT B 4 UNITS (1 BEDROOM)	165 SF.
	COMMON AREA (STAIRS, CORRIDOR)	6,333 SF.
	TOTAL SECOND FLOOR SF.	27,393 SF.
LEVEL # 3	UNIT A 20 UNITS (2 BEDROOMS)	900 SF.
	UNIT B 4 UNITS (1 BEDROOM)	165 SF.
	COMMON AREA (STAIRS, CORRIDOR)	6,333 SF.
	TOTAL 3RD FLOOR SF.	27,393 SF.
LEVEL # 4	UNIT A 20 UNITS (2 BEDROOMS)	900 SF.
	UNIT B 4 UNITS (1 BEDROOM)	165 SF.
	COMMON AREA (STAIRS, CORRIDOR)	6,333 SF.
	TOTAL 4TH FLOOR SF.	27,393 SF.
LEVEL # 5	UNIT A 20 UNITS (2 BEDROOMS)	900 SF.
	UNIT B 4 UNITS (1 BEDROOM)	165 SF.
	COMMON AREA (STAIRS, CORRIDOR)	6,333 SF.
	TOTAL 5TH FLOOR SF.	27,393 SF.
LEVEL # 6	UNIT A 20 UNITS (2 BEDROOMS)	900 SF.
	UNIT B 4 UNITS (1 BEDROOM)	165 SF.
	COMMON AREA (STAIRS, CORRIDOR)	6,333 SF.
	TOTAL 6TH FLOOR SF.	27,393 SF.
TOTAL		120 UNITS

TOTAL UNITS SF.	105,300 SF.
TOTAL COMMON AREA =	32,635 SF.
TOTAL SF. PER FLOOR	
1 ST. FLOOR =	910 SF.
2 ND. FLOOR =	27,393 SF.
3 RD. FLOOR =	27,393 SF.
4 TH. FLOOR =	27,393 SF.
5 TH. FLOOR =	27,393 SF.
6 TH. FLOOR =	27,393 SF.
TOTAL GROSS SF.	137,335 SF.
TOTAL FAR = 137,335/102,916.8 =	1.32 FAR



1 SITE DATA

2 AREA CALCULATION



3 PROPOSED SITE PLAN

LLR Architects, Inc.

ARCHITECTURE & PLANNING

14125 NW 40 AVE, SUITE 306  
MIAMI LAKES, FLORIDA 33016  
TEL: 305.403.7926  
FAX: 305.403.7928  
EMAIL: LLR@LLRARCHITECTS.COM

REVISION	BY

PROPOSED UNITS FOR:  
LUCIDA PALMETTO & 11TH  
15000 NW 11 COURT  
MIAMI LAKES, FLORIDA 33016

SEAL: AR 0017852  
LUIS LA ROSA

DRAWN CC JAN 10 2017 PM 3:36

CHECKED LLR

DATE 10/05/16

SCALE AS NOTED

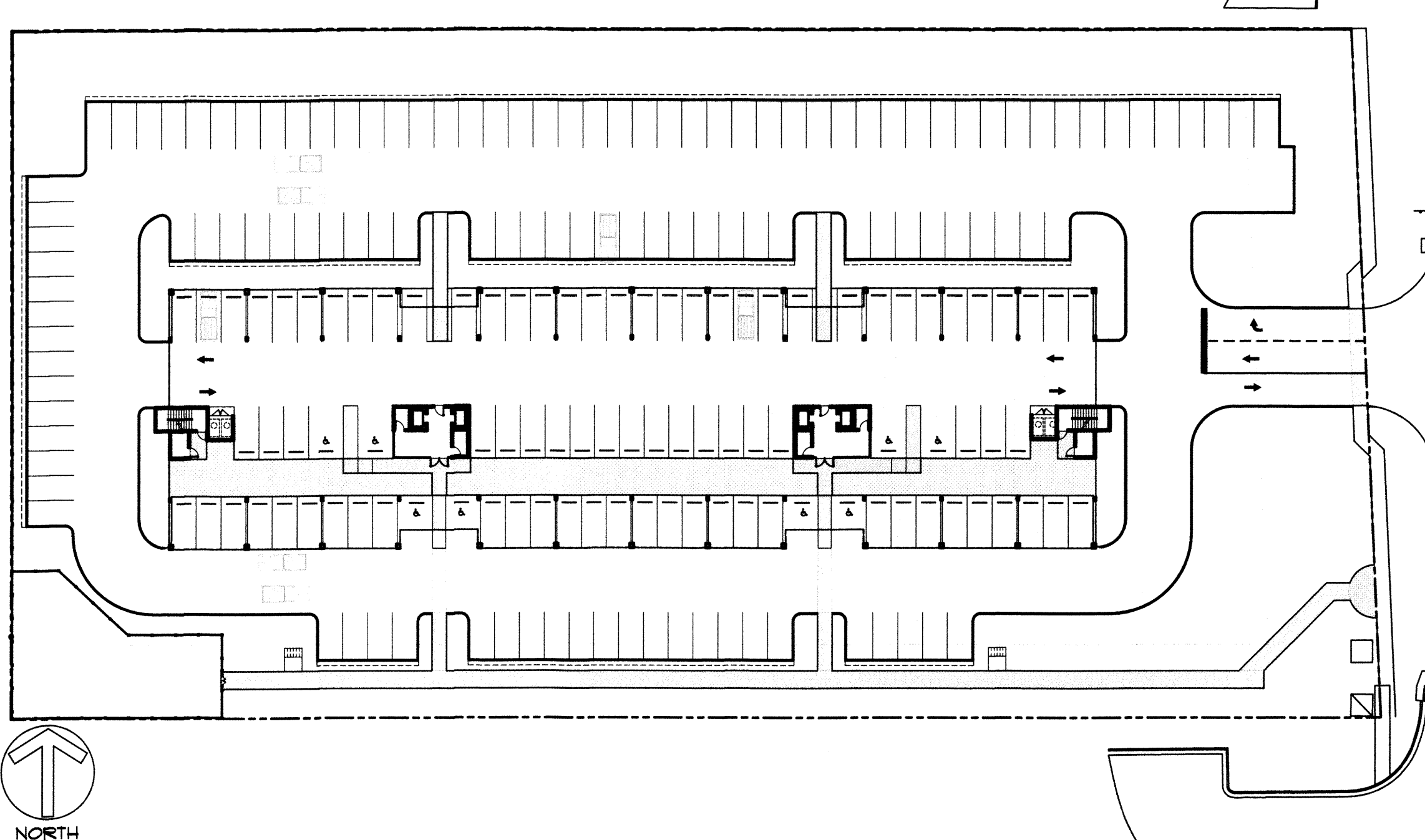
JOB NO. 016-037

SHEET

SP-1.1

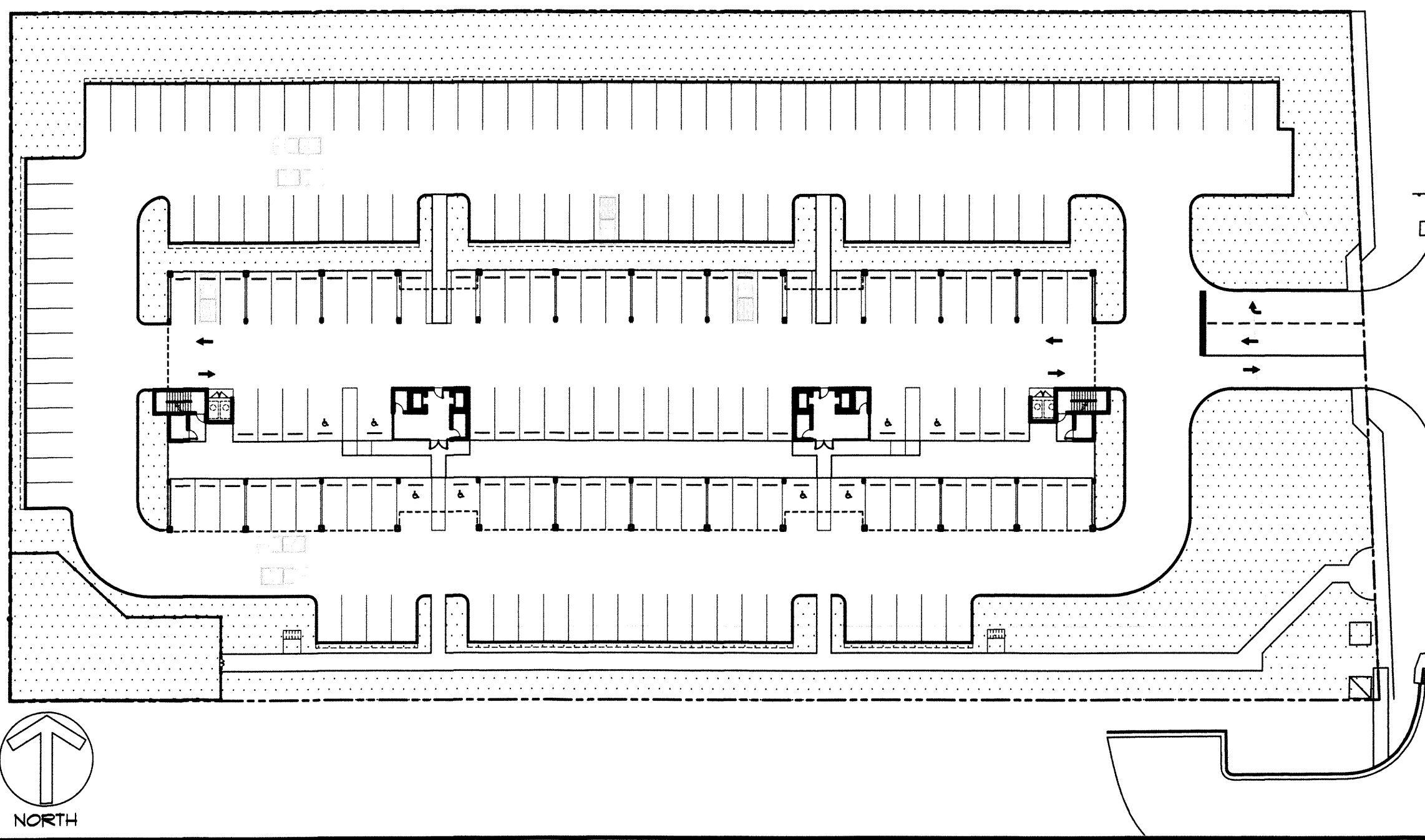
OF SHEETS





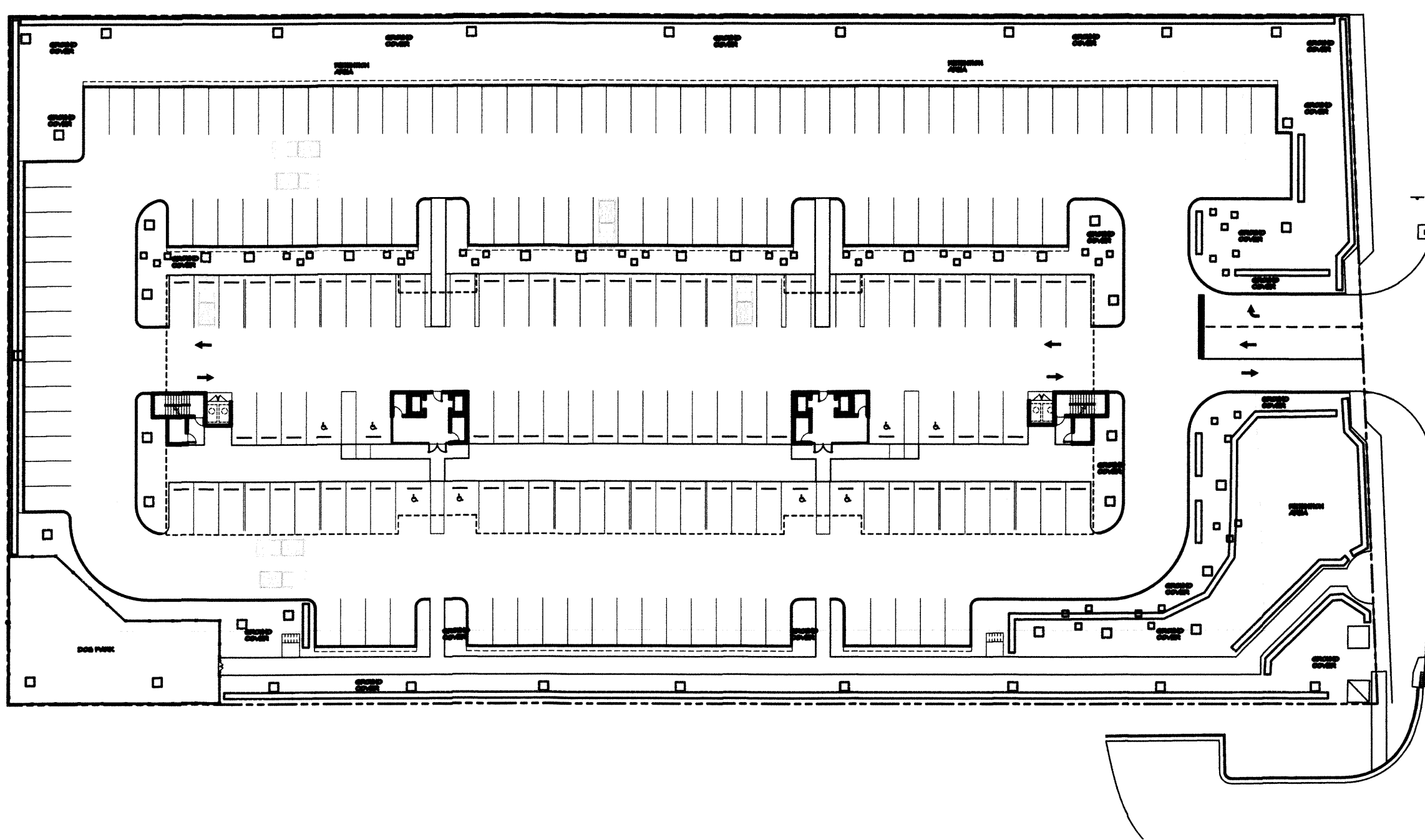
LOT COVERAGE	
TOTAL SITE AREA:	10,291.69 SF, OR 237.9 ACRES
BUILDING FOOTPRINT AREA:	2,134.8 SF (24.3%)

1 PROPOSED SITE PLAN (LOT COVERAGE)  
SCALE: 1/32" = 1'-0"



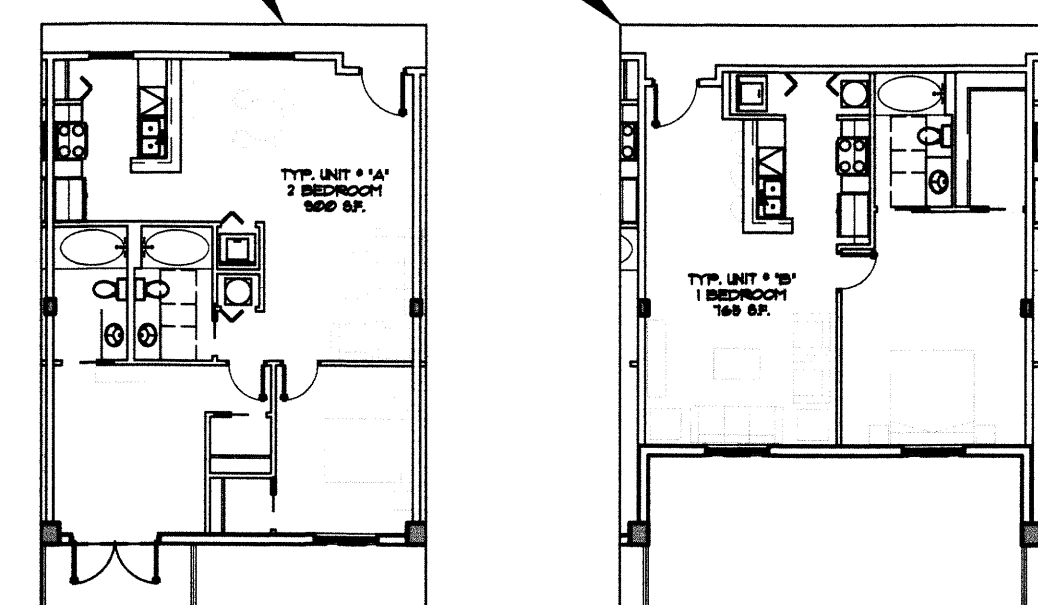
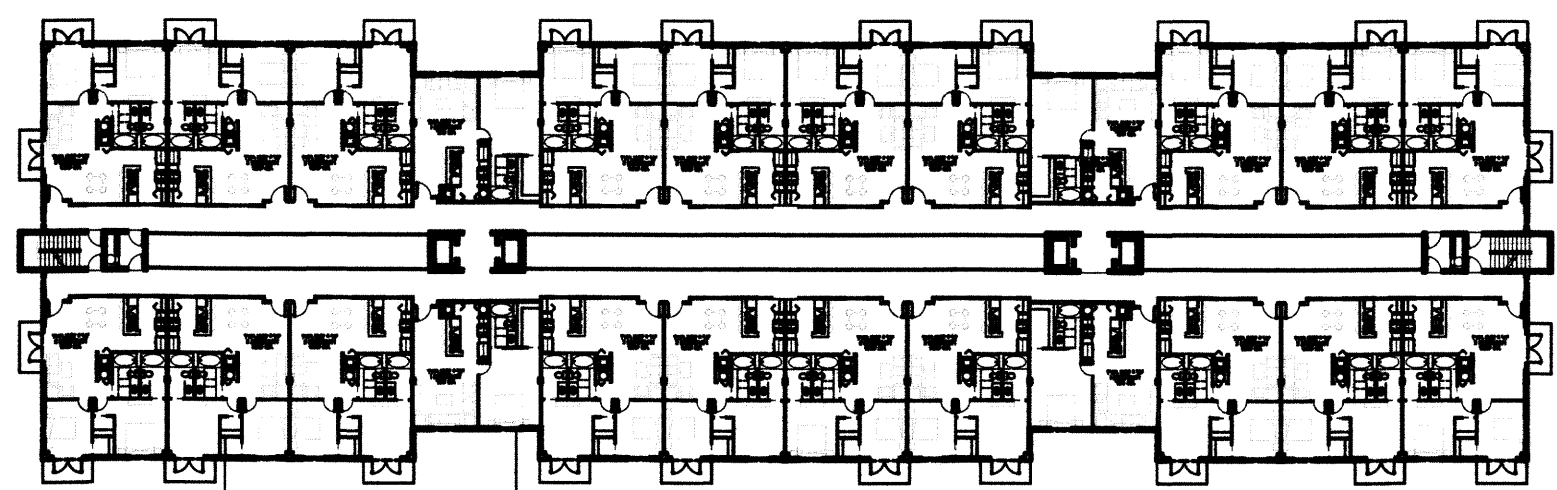
REQUIRED & PROVIDED LANDSCAPE		
30% OPEN SPACE = 10,290 x .3 =	REQUIRED	PROVIDED
10 SF PER PARK SPACE = 200	33,693.54 SF	
200 x 10 =	2,000 SF	
TOTAL PERVIOUS AREA =	35,735.54 SF	35,735.54 SF

2 PROPOSED SITE PLAN (REQUIRED & PROVIDED LANDSCAPE)  
SCALE: 1/32" = 1'-0"



MAXIMUM LAWN AREA		
SHRUBS	2'x30' LINEAR SHRUBS =	1,600 SF
TREES	3'x3'x48 TREES =	441 SF
PALMS	2'x2'x46 PALMS =	184 SF
PLAYGROUND		2,730 SF
RETENTION AREA		3,340 SF
GROUND COVER		15,000 SF
MAXIMUM LAWN PROVIDED =	24,444 SF	
MAXIMUM LAWN REQUIRED =	35,735.54 SF, x .40 = 14,312	

3 PROPOSED SITE PLAN (MAXIMUM LAWN AREA)  
SCALE: 1/32" = 1'-0"



AREA CALCULATION	
LEVEL 1	UNIT A 1 30 UNITS (1 BEDROOM) 1,600 SF
UNIT B 4 UNITS (1 BEDROOM) 1,600 SF	24 UNITS
CORRIDOR AREA (STAIRS, CORRIDOR) 1,333 SF	
TOTAL SECOND FLOOR SF:	21,333 SF
LEVEL 2	UNIT A 1 30 UNITS (1 BEDROOM) 1,600 SF
UNIT B 4 UNITS (1 BEDROOM) 1,600 SF	24 UNITS
CORRIDOR AREA (STAIRS, CORRIDOR) 1,333 SF	
TOTAL THIRD FLOOR SF:	21,333 SF
LEVEL 3	UNIT A 1 30 UNITS (1 BEDROOM) 1,600 SF
UNIT B 4 UNITS (1 BEDROOM) 1,600 SF	24 UNITS
CORRIDOR AREA (STAIRS, CORRIDOR) 1,333 SF	
TOTAL FOURTH FLOOR SF:	21,333 SF
LEVEL 4	UNIT A 1 30 UNITS (1 BEDROOM) 1,600 SF
UNIT B 4 UNITS (1 BEDROOM) 1,600 SF	24 UNITS
CORRIDOR AREA (STAIRS, CORRIDOR) 1,333 SF	
TOTAL FIFTH FLOOR SF:	21,333 SF
LEVEL 5	UNIT A 1 30 UNITS (1 BEDROOM) 1,600 SF
UNIT B 4 UNITS (1 BEDROOM) 1,600 SF	24 UNITS
CORRIDOR AREA (STAIRS, CORRIDOR) 1,333 SF	
TOTAL SIXTH FLOOR SF:	21,333 SF
TOTAL	108 UNITS

4 PROPOSED TYP. UNITS

REVISION	BY

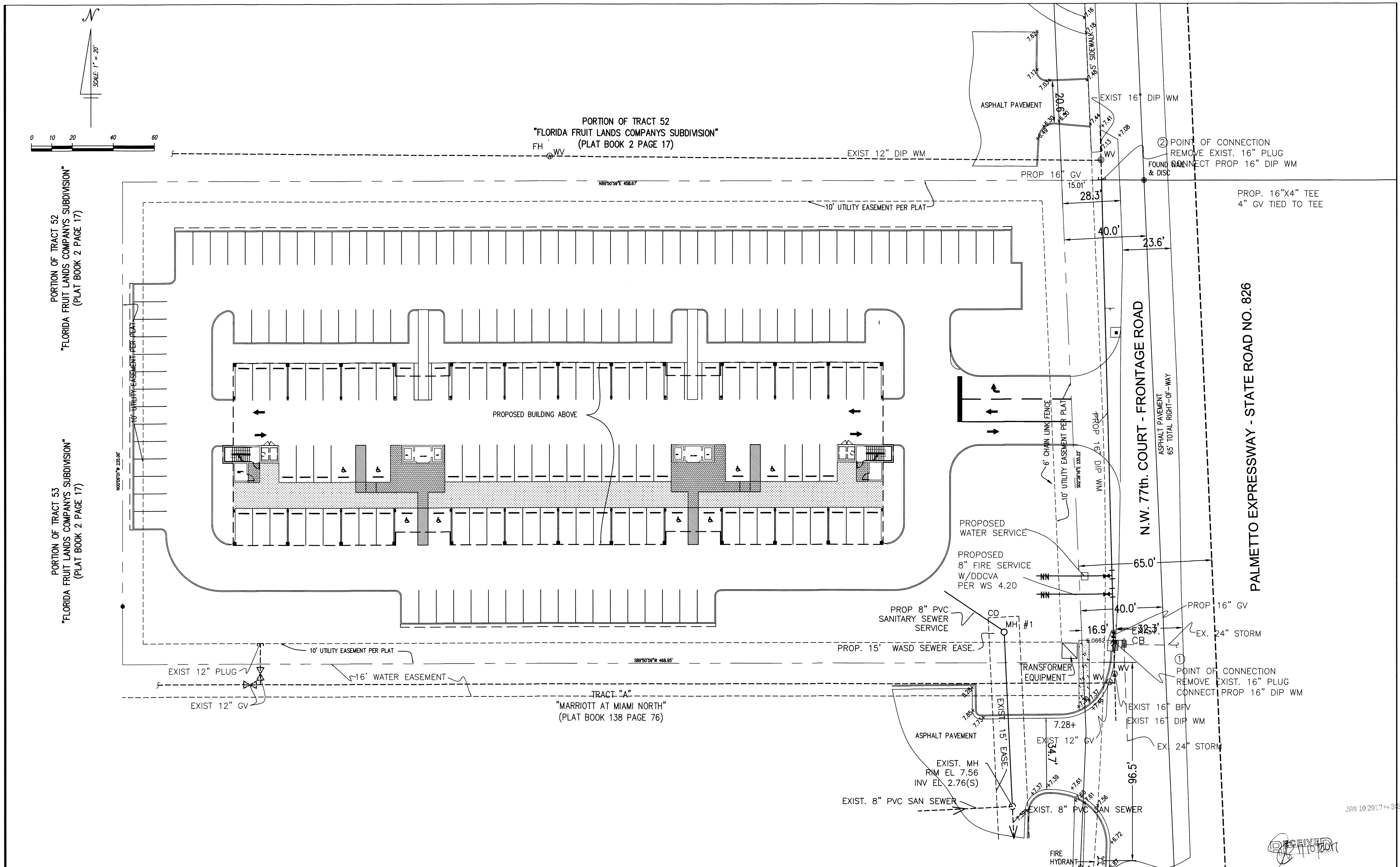
PROPOSED UNITS FOR:  
LUCIDA PALMETTO & TITH  
15000 NW TT COURT  
MIAMI LAKES, FLORIDA 33016


SEAL: AR 0017852  
LUIS LA ROSA

DRAWN: CC  
CHECKED: LLR  
DATE: 10/05/16  
SCALE: AS NOTED  
JOB NO: 016-031  
SHEET

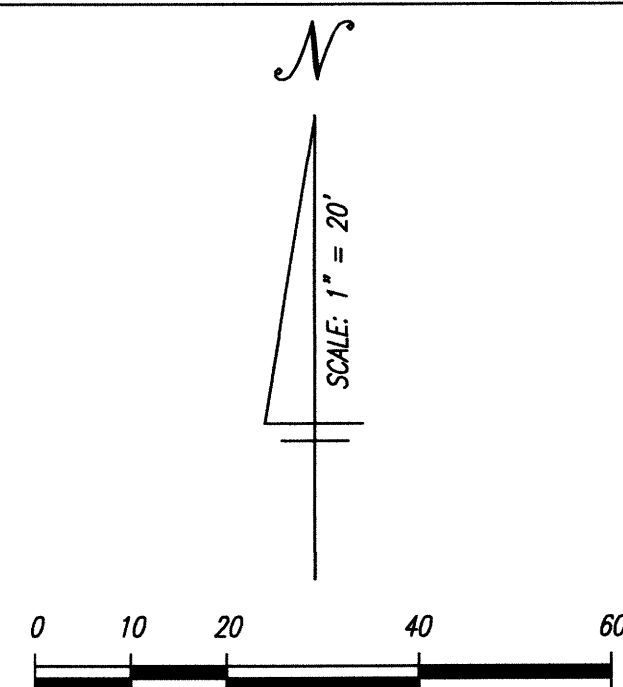
SP-1.2  
OF SHEETS

JAN 10 2017 PM 3:06



			DRAWN <u>CAD</u>	PROJECT NAME:  LUCIDIA PALMETTO & 77TH	SHEET TITLE  PRELIMINARY WATER & SEWER	 <div><b>AYLWARD ENGINEERING &amp; SURVEYING, INC.</b> CIVIL ENGINEERS &amp; LAND SURVEYORS 3222 Ridge Trace, Davie, Florida 33328 EB/LB No. 5183 954-424-5852 or 305-827-2216 Fax 954-424-5852 or 305-827-2216 aylwardengineer@gmail.com</div>	CONTRACTOR SHALL VERIFY ALL DIMENSIONS AT SITE BEFORE PROCEEDING W/WORK	SHEET
			CHECKED <u>EAM</u>				1	
							OF	
1	GENERAL REVISION	1/9/2017	APPROVED <u>SAC</u>				1	
NO.	REVISION	DATE					DATE: <u>11/12/2016</u>	
							SCALE : <u>1"=20'</u>	
							PROJ. NO. : <u>16-132</u>	

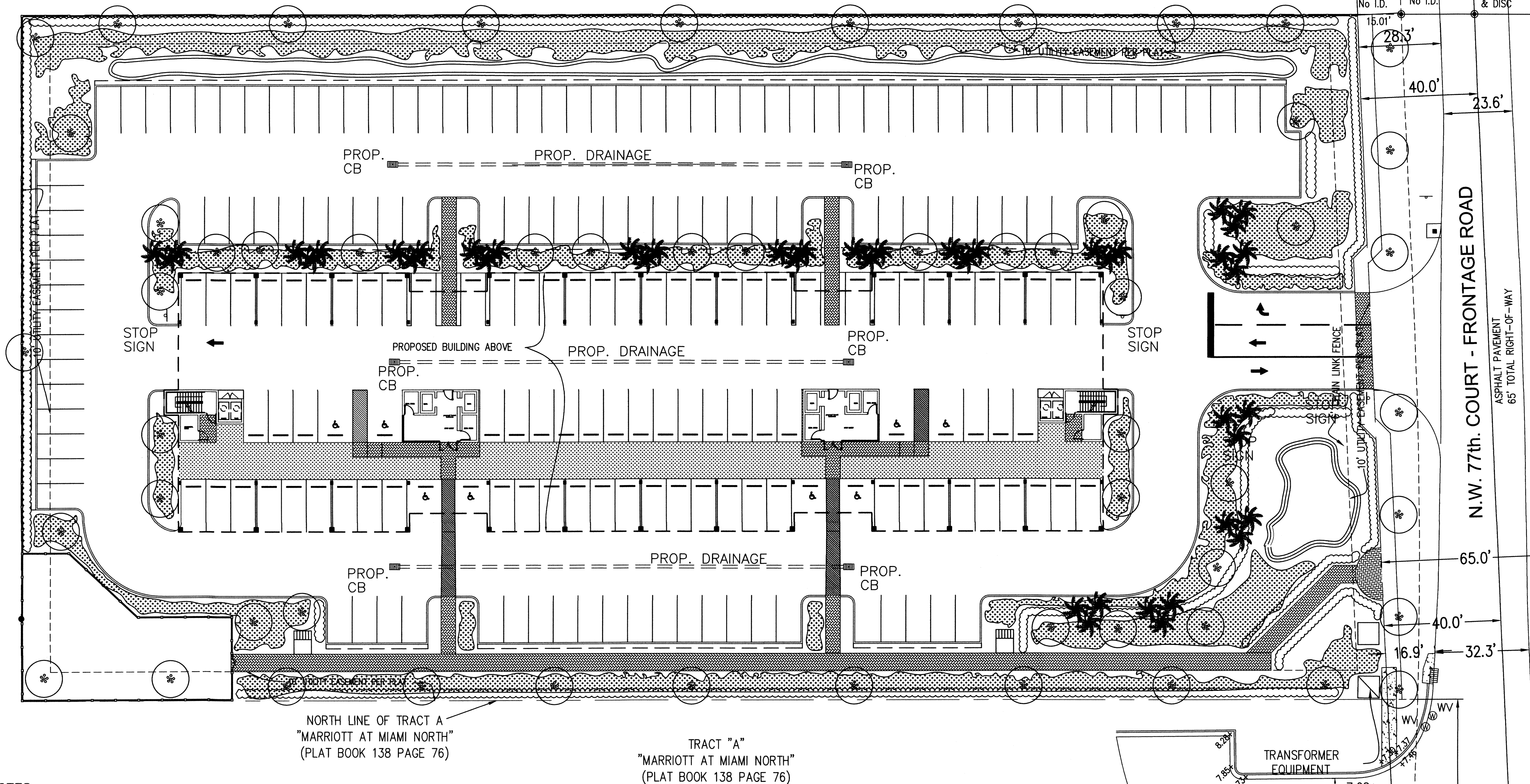




PORTION OF TRACT 52  
"FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION"  
(PLAT BOOK 2 PAGE 17)

PORTION OF TRACT 52  
"FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION"  
(PLAT BOOK 2 PAGE 17)

PORTION OF TRACT 53  
"FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION"  
(PLAT BOOK 2 PAGE 17)



NOTES:  
THIS PLAN IS NOT FOR CONSTRUCTION.

STORM DRAINAGE CALCULATIONS AND DESIGN WILL COMPLY  
WITH REQUIRED ON-SITE RETENTION OF STORM-WATER RUNOFF FOR  
THE DESIGN STORM.

ALL RUN-OFF SHALL BE RETAINED ON SITE.

LANDSCAPE PLANS SHALL BE COORDINATED WITH PAVING & DRAINAGE  
PLANS.

PALMETTO EXPRESSWAY - STATE ROAD NO. 826

N.W. 77th. COURT - FRONTAGE ROAD

ASPHALT PAVEMENT  
65' TOTAL RIGHT-OF-WAY

TRANSFORMER  
EQUIPMENT

ASPHALT PAVEMENT

FIRE  
HYDRANT

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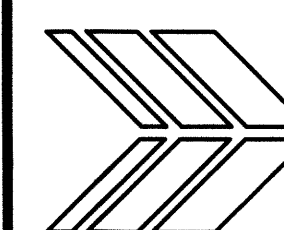
RECEIVED  
1/10/2017

NO.	REVISION	DATE
1	GENERAL REVISION	1/9/2017

DRAWN	CAD
CHECKED	EAM
APPROVED	SAC

PROJECT NAME:  
**LUCIDIA  
PALMETTO & 77TH**

SHEET TITLE  
**PRELIMINARY  
PAVING & DRAINAGE**



**AYLWARD ENGINEERING & SURVEYING, INC.**  
CIVIL ENGINEERS & LAND SURVEYORS  
3222 Ridge Trace, Davie, Florida 33328  
954-424-5852 or 305-827-2216 Fax 954-424-5852 or 305-827-2216  
EB/LB No. 5183  
aylwardengineer@gmail.com

CONTRACTOR SHALL VERIFY  
ALL DIMENSIONS AT SITE  
BEFORE PROCEEDING W/WORK  
DATE: 11/12/2016  
SCALE: 1"=20'  
PROJ. NO.: 16-132

SHEET  
**1**  
OF  
**1**



# SITE CALCULATIONS:

TOTAL SITE AREA	102,916.8 SF OR 2.378 GROSS ACRES
BUILDING FOOTPRINT AREA	21,548 SF
DRIVEWAY	43,369 SF
CONC. SIDE WALK	5,453 SF
TOTAL PAVEMENT AREA	70,370 SF
25% OPEN SPACE	12,739.2 SF
10 SF PER PARK SPACE	1,280 SF
TOTAL PAVEMENT AREA	35,769.54 SF

DENSITY REQUIREMENTS (FDC 542) HIGH DENSITY RESIDENTIAL	REQUIRED	PROVIDED
UNITS PER ACRE	25 ALLOWED	120

PARKING SPACES REQUIREMENTS	REQUIRED	PROVIDED
100' (2-BEDROOM) UNITS x 175	175	
20' (2-BEDROOM) UNITS x 150	30	
TOTAL PARKING	205	208

SETBACKS REQUIREMENTS	REQUIRED	PROVIDED
FRONT	31'-4"	81'-3"
REAR	31'-4"	45'-0"
SIDE	33'-0"	51'-0"
SIDE	25'-0"	88'-0"

PROPOSED BUILDING HEIGHT: 66' (66'-35" 31 FEET X 40'-12" FEET)  
 (IN 104' x 314')  
 \*10 BASIC STORAGE REG. 12 PROPOSED REFER TO SITE PLAN

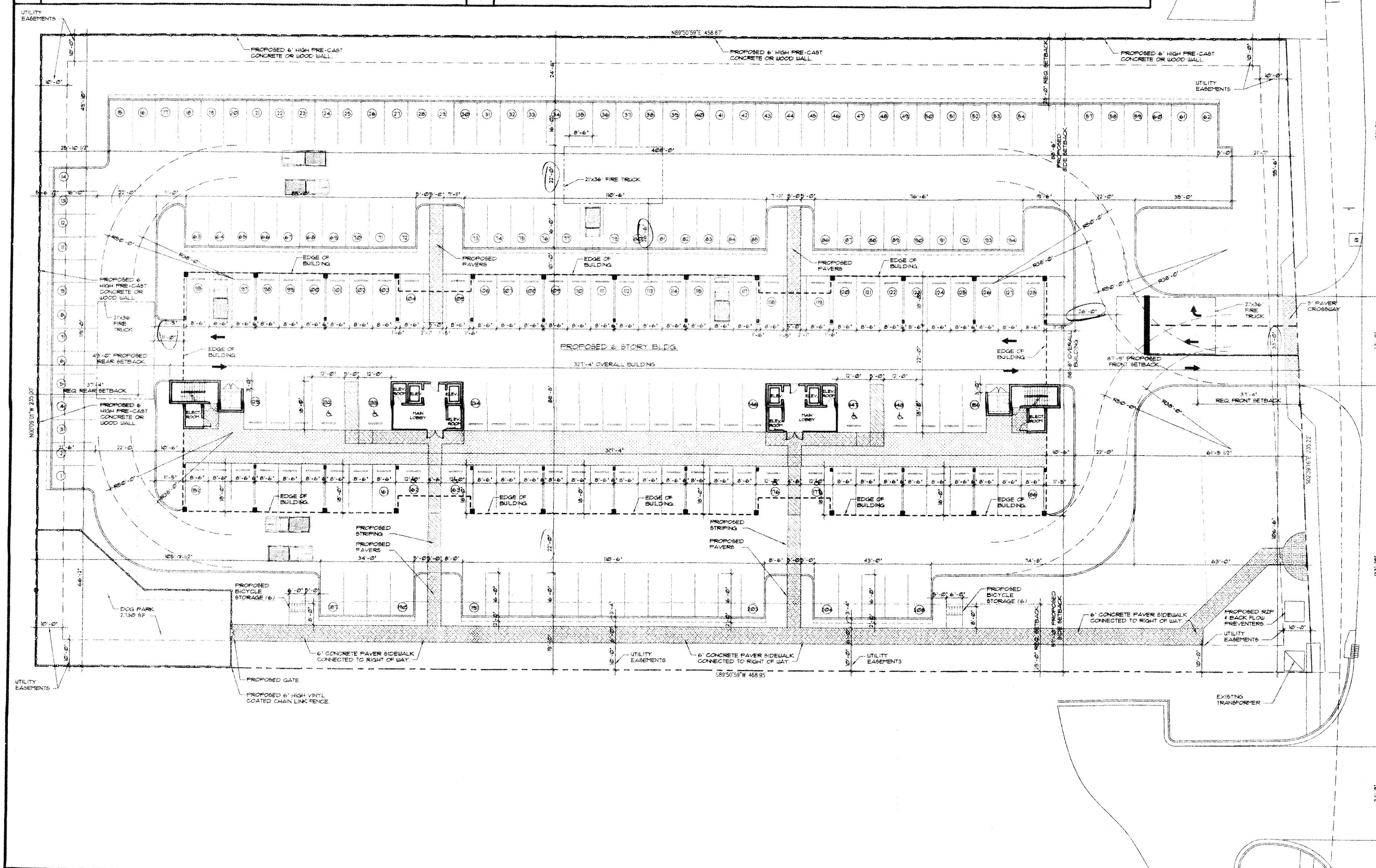
LEVEL	COMMON AREA (STAIRS, ELEV.)	970 SF
LEVEL # 1	(STAIRS, ELEV. LOBBY, ELECT. ROOM)	
	TOTAL FIRST FLOOR SF:	970 SF
LEVEL # 2	UNIT A 20 UNITS (2 BEDROOMS) 900 SF	24 UNITS
	UNIT B 4 UNITS (1 BEDROOM) 165 SF	
	COMMON AREA (STAIRS, CORRIDOR) 6,333 SF	
	TOTAL SECOND FLOOR SF:	71,393 SF
LEVEL # 3	UNIT A 20 UNITS (2 BEDROOMS) 900 SF	24 UNITS
	UNIT B 4 UNITS (1 BEDROOM) 165 SF	
	COMMON AREA (STAIRS, CORRIDOR) 6,333 SF	
	TOTAL 3RD FLOOR SF:	21,393 SF
LEVEL # 4	UNIT A 20 UNITS (2 BEDROOMS) 900 SF	24 UNITS
	UNIT B 4 UNITS (1 BEDROOM) 165 SF	
	COMMON AREA (STAIRS, CORRIDOR) 6,333 SF	
	TOTAL 4TH FLOOR SF:	21,393 SF
LEVEL # 5	UNIT A 20 UNITS (2 BEDROOMS) 900 SF	24 UNITS
	UNIT B 4 UNITS (1 BEDROOM) 165 SF	
	COMMON AREA (STAIRS, CORRIDOR) 6,333 SF	
	TOTAL 5TH FLOOR SF:	21,393 SF
LEVEL # 6	UNIT A 20 UNITS (2 BEDROOMS) 900 SF	24 UNITS
	UNIT B 4 UNITS (1 BEDROOM) 165 SF	
	COMMON AREA (STAIRS, CORRIDOR) 6,333 SF	
	TOTAL 6TH FLOOR SF:	21,393 SF
TOTAL		120 UNITS

TOTAL UNITS SF:	125,300 SF
TOTAL COMMON AREA:	32,635 SF

TOTAL SF PER FLOOR	
1ST FLOOR:	970 SF
2ND FLOOR:	21,393 SF
3RD FLOOR:	21,393 SF
4TH FLOOR:	21,393 SF
5TH FLOOR:	21,393 SF
6TH FLOOR:	21,393 SF
TOTAL GROSS SF:	137,935 SF

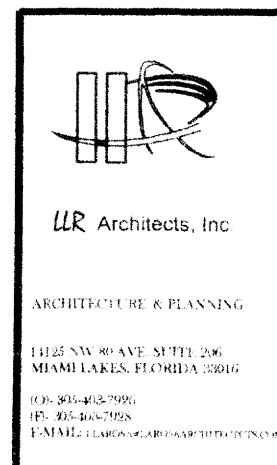
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## 2 AREA CALCULATION



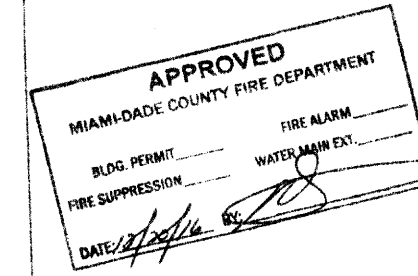
## 3 PROPOSED SITE PLAN

SCALE: 1/8" = 1'-0"



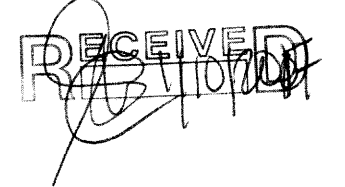
REVISION	BY

PROPOSED UNITS FOR:  
 LUCIA PALMETTO 4 TTH  
 15000 NUTT COURT  
 MIAMI LAKES, FLORIDA 33066



Seal of the City of Miami  
 12/14/19

DESIGN	C.G.
CHECKED	LLR
DATE	10/05/16
SCALE	AS NOTED
JOB NO.	010-031
SHEET	SP-1.1





REVISION	BY

PROPOSED UNITS FOR:  
LUCIDA PALMETTO & TITH  
15800 NW 11 COURT  
MIAMI LAKES, FLORIDA 33016

SEAL: AR 0017852  
LUIS LA ROSA

DRAWN	CC
CHECKED	LLR
DATE	10/25/16
SCALE	AS NOTED
JOB NO.	016-031
SHEET	

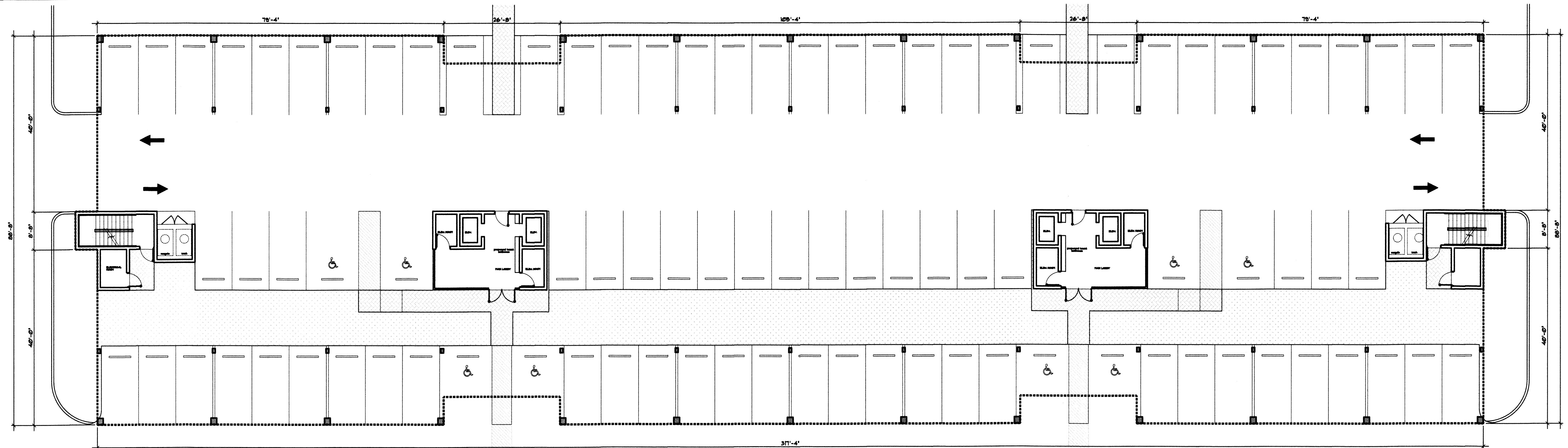
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10/27/16

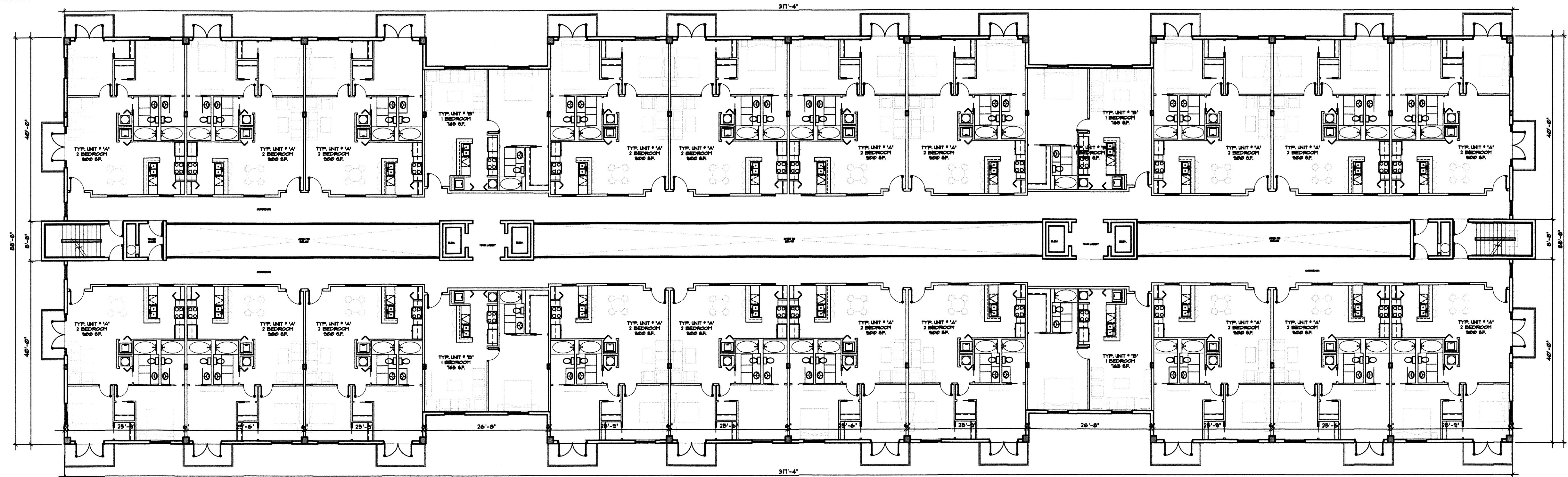
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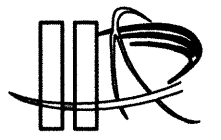
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SCALE: 3/32" = 1'-0"



2 PROPOSED FIRST FLOOR PLAN  
SCALE: 3/32" = 1'-0"



3 PROPOSED SECOND-FIFTH FLOOR PLAN  
SCALE: 3/32" = 1'-0"



LLR Architects, Inc.

ARCHITECTURE & PLANNING

14123 NW 80 AVE, SUITE 206  
MIAMI LAKES, FLORIDA 33016  
(305) 465-7198  
(305) 465-7198  
E-MAIL: LLR@LLRARCHITECTS.COM

REVISION: BY:


PROPOSED UNITS FOR:  
LUCIDA PALMETTO & 11TH  
15000 NUTT COURT  
MIAMI LAKES, FLORIDA 33016

SEAL: AR 0017852  
LUIS LA ROSA

JAN 10 2017 PM 3:33

DRAWN CC

CHECKED LLR

DATE 10/25/16

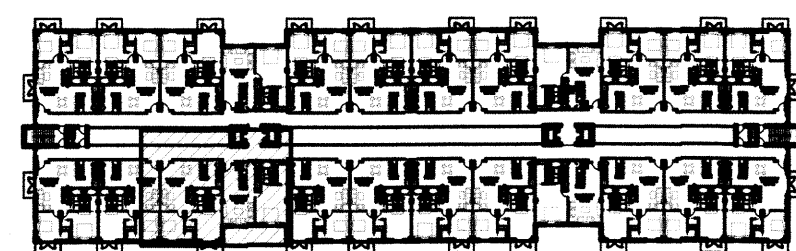
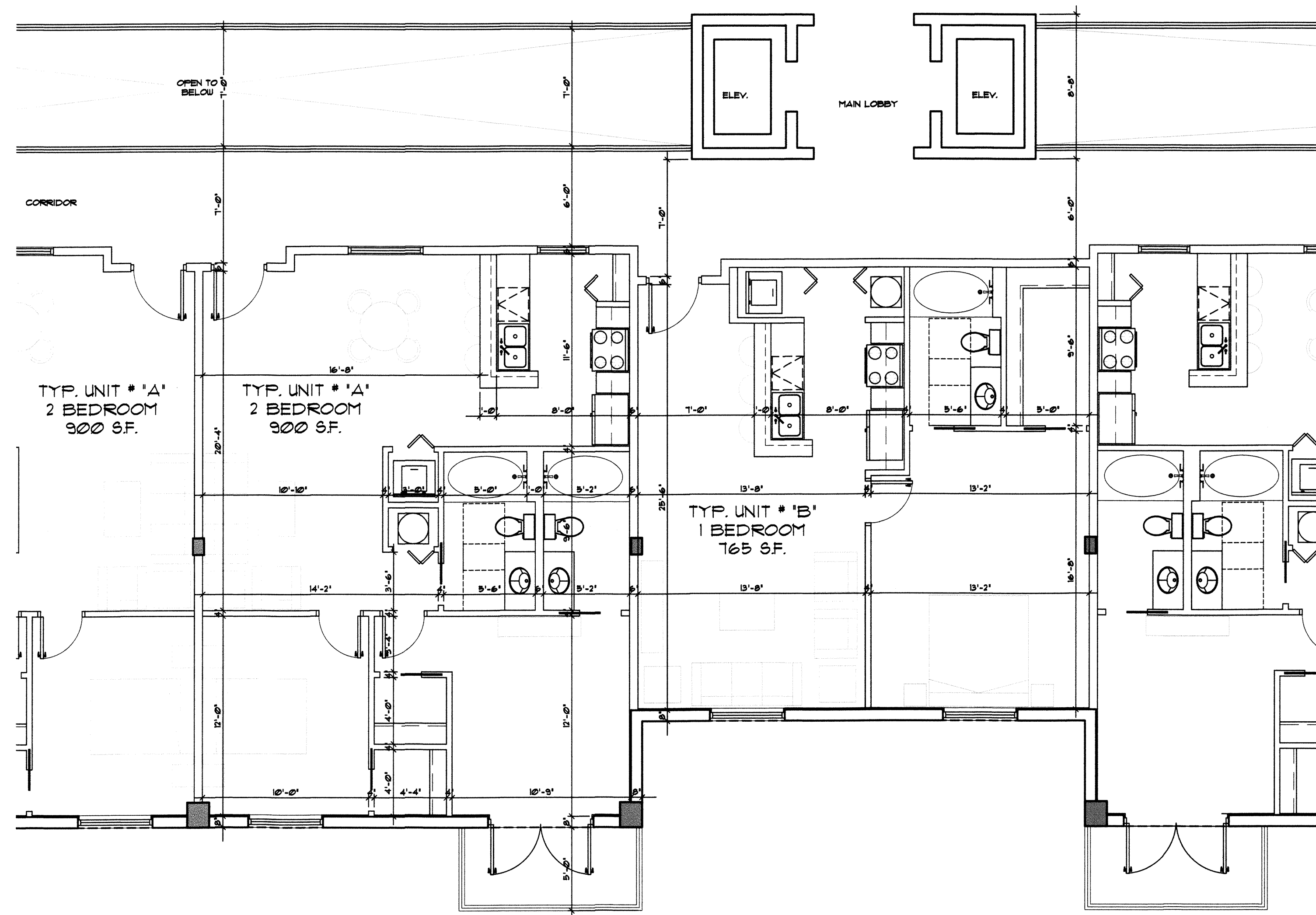
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JOB NO. 016-031

SHEET

A-12

OF SHEETS



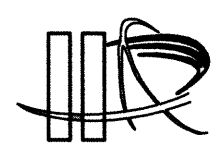
1 PARTIAL SECOND FLOOR PLAN (TYP. UNITS)

SCALE: 1/8" = 1'-0"

2 KEY PLAN

SCALE: N.T.S.





LLR Architects, Inc.

ARCHITECTURE & PLANNING

1125 NW 80 AVE, SUITE 206  
MIAMI LAKES, FLORIDA 33016

TEL: 305-403-7928  
FAX: 305-403-7929

EMAIL: L.LR@LLRARCHITECTS.COM

REVISION: BY:

REVISION:	BY:

PROPOSED UNITS FOR:  
LUCIDA PALMETTO & TITH  
15800 NW 11 COURT  
MIAMI LAKES, FLORIDA 33016

SEAL: AR 0017852

LUIS LA ROSA

DRAWN CC

CHECKED LLR

DATE 10/25/16

SCALE AS NOTED

JOB NO. 016-031

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OF SHEETS

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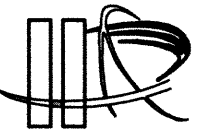
11/10/2017



1 PROPOSED SOUTH ELEVATION  
SCALE: 1/8"=1'-0"



2 PROPOSED EAST ELEVATION  
SCALE: 1/8"=1'-0"



LLR Architects, Inc.

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EMAIL: LLR@LLRARCHITECTS.COM

REVISION:

BY:


PROPOSED UNITS FOR:  
LUCIDA PALMETTO & TITH  
15800 NW TT COURT  
MIAMI LAKES, FLORIDA 33016

SCALE: AR 0017852

LUIS LA ROSA

DRAWN

CC

CHECKED

LLR

DATE

10/25/16

SCALE

AS NOTED

JOB. NO.

016-031

SHEET

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OF SHEETS

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RECEIVED  
JAN 10 2017



1 | PROPOSED NORTH ELEVATION

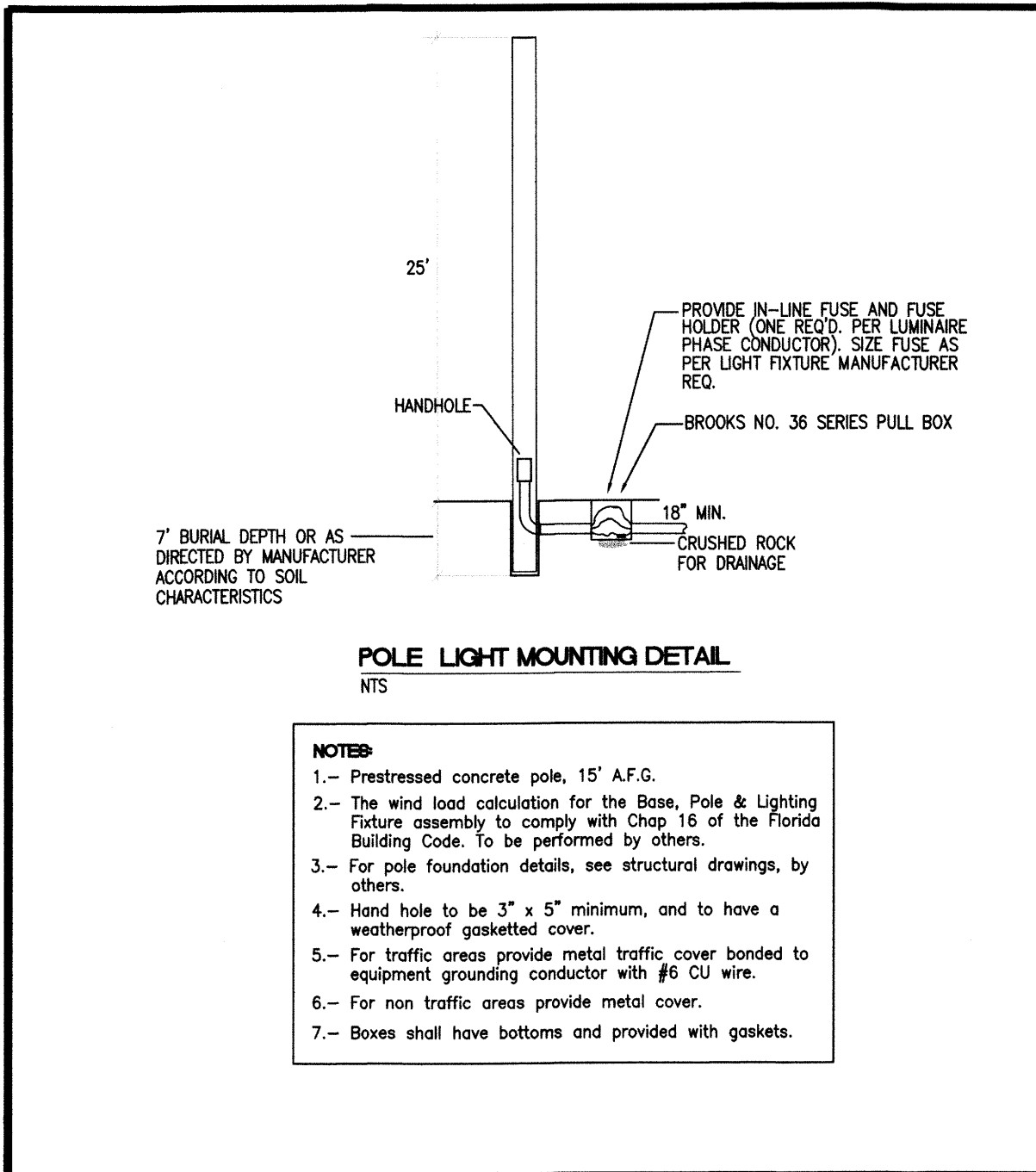
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


2 | PROPOSED WEST ELEVATION

SCALE: 3/32" = 1'-0"





LUMINAIRE SCHEDULE						
Symbol	Label	Qty	Catalog Number	File	LLF	Watts
	SA	36	KIM LIGHTING PGL71WE35/60L4 K/ VOLTAGE/COLOR (SURFACE MT)	pgl71we35-60L4.ies	0.85	65
	SB	14	BEACON PRODUCTS VPL 96NB-280 4K T4 UNV COLOR BLC (POLE MT @ 25 FT AFG)	VP-L-96NB-280-4K-T4-BLC.ies	0.85	280

STATISTICS					
Description	Avg	Max	Min	Max/Min	Avg/Min
Parking Lot	4.4 fc	9.1 fc	1.1 fc	8.3:1	4.0:1
Spill Light at Property Line	0.2 fc	0.5 fc	0.0 fc	N / A	N / A

**VIPER L SERIES**

BEACON

**OPERATIONS:**

**General Use:**  
The Viper L Series luminaire is available in two sizes with a choice of color of light. The luminaire is designed for use in parking lots, streets, and other areas where a high level of illumination is required. The luminaire is designed for use in areas where a high level of illumination is required.

**Construction:**  
The luminaire is constructed from high quality materials and is designed for long life. The luminaire is constructed from high quality materials and is designed for long life.

**Dimensions:**  
The luminaire is available in two sizes: 18" and 24". The luminaire is available in two sizes: 18" and 24".

**Mounting Options:**  
The luminaire is available in two mounting options: 18" and 24". The luminaire is available in two mounting options: 18" and 24".

**Electrical:**  
The luminaire is available in two electrical options: 18" and 24". The luminaire is available in two electrical options: 18" and 24".

**Lighting:**  
The luminaire is available in two lighting options: 18" and 24". The luminaire is available in two lighting options: 18" and 24".

**Parking Garage Luminaire**

PGL7

**OPERATIONAL INFORMATION (Summary)**

**Product Features:**

- 150 models incorporating patented LED PowerLite™ technology
- The PGL7 offers exceptional uniformity in wide or narrow optics
- In low lighting applications
- Multiple control options available for a intelligent parking garage lighting solution
- Motion sensing, photo-cell, daylight/nighttime harvesting capabilities

**Dimensions:**

**Mounting Options:**

**Electrical:**

**Lighting:**

**LLR Architects, Inc.**

ARCHITECTURE & PLANNING

14135 NW 80 AVE, SUITE 306  
MIAMI LAKES, FLORIDA 33016  
TEL: 305-403-7996  
FAX: 305-403-7998  
EMAIL: LLR@LLRARCHITECTS.COM

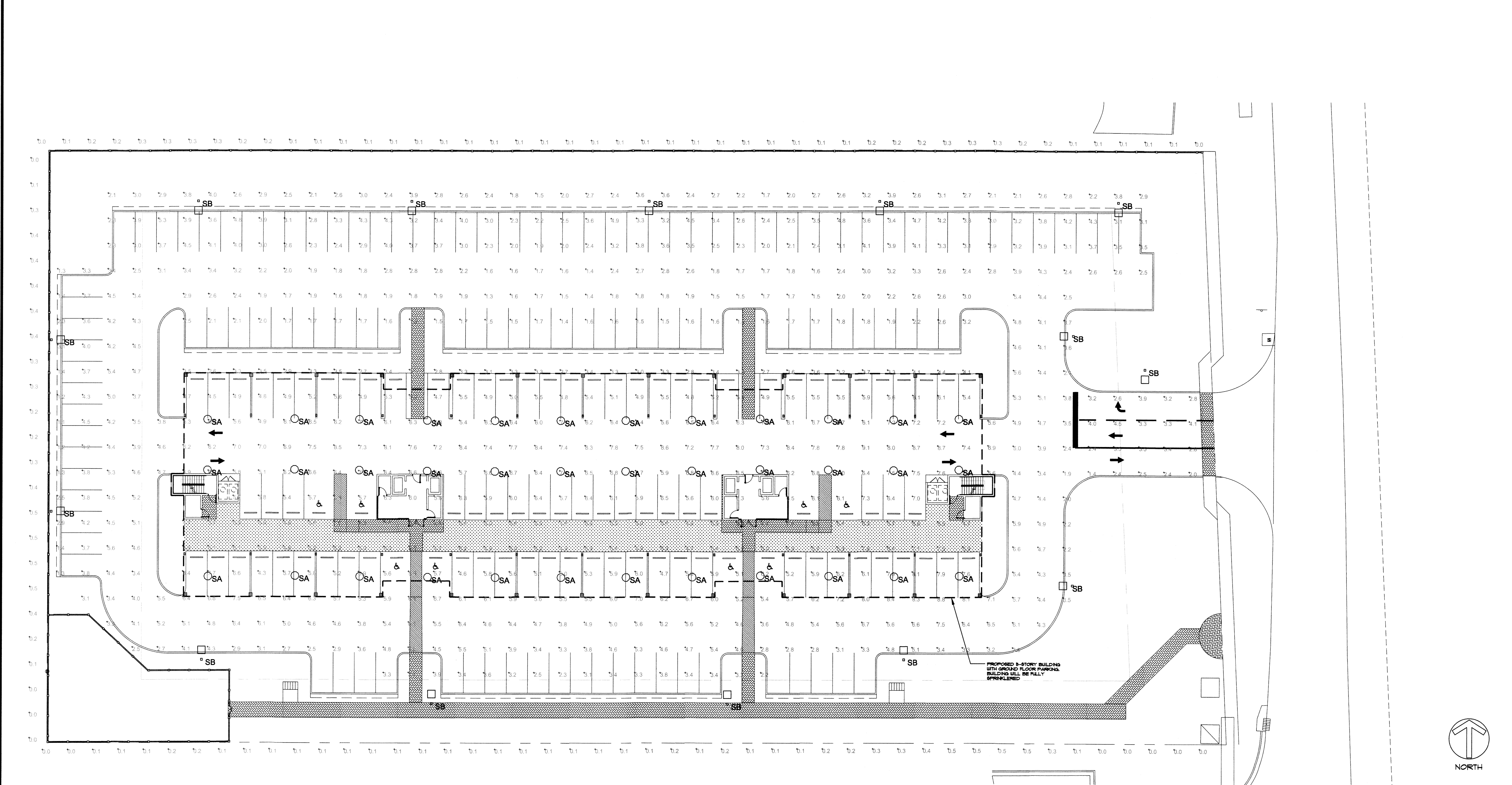
**REVISION:**

**BY:**

1 LIGHT POLE MOUNTING DETAIL  
SCALE: 1/8" = 1'-0"

2 LIGHT FIXTURE SCHEDULE

3 LIGHT FIXTURE SPECIFICATION



**PROPOSED UNITS FOR:**

**LUCIDA PALMETTO & TITH**

15000 NW 11 COURT  
MIAMI LAKES, FLORIDA 33016

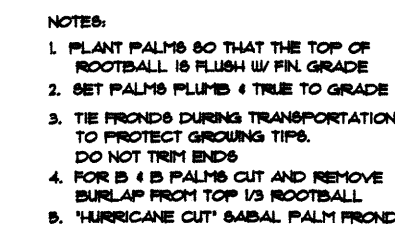
SEAL: AR 0017852  
LUIS LA ROSA

JAN 10 2017 PM 3:32

DRAWN: C.C.  
CHECKED: LLR  
DATE: 10/25/16  
SCALE: AS NOTED  
JOB NO.: 016-031  
SHEET: PH-1  
OF: SHEETS



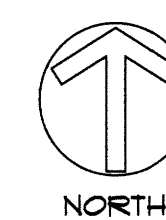
Landscape Legend			
ZONING DISTRICT:		RM-50	
NET LOT AREA:		2.578 ACRES	112,297.68 S.F.
<b>OPEN SPACE</b>		<b>Required</b>	<b>Provided</b>
<b>A.</b> Square feet of open space required as indicated on site plan: (30% open space = 112,298 ± 3*)		33,689.94 S.F. (30%)	
<b>B.</b> Square feet of parking lot open space required by landscape Manual as indicated on site plan: (10 ± ft. per park space= 205 x 10=*)		2,050 S.F. (10%)	
<b>C.</b> Total of all landscaped open space required by A+B=		35,739.4 S.F.	35,927.68 S.F.
<b>TREES</b>			
<b>A.</b> No. trees required per lot acre (table A)			
less existing number of trees meeting minimum requirements =28 X 2.5 trees x net lot acres=		72	49
NET LOT ACRES = 2.578			
<b>B.</b> % Palms allowed: No. trees provided x 30%=		46	46
%Palms permitted to count as street trees on 2:1 basis x 30% =70 X .30 =21			
<b>% Natives Required:</b> No. trees provided x 30%=		15	18
49 X .30 = 14.7			
<b>D.</b> Street stress (maximum average spacing of 35' o.c.):		7	7
235 linear feet along street / 35= 6.7			
<b>SHRUBS</b>			
<b>A.</b> No. trees required x 10 = No. of shrubs allowed		720	720
72 X 10 = 720			
<b>B.</b> No shrubs allowed x 30%=No. of native shrubs required		216	720
720X .30 = 216			



3	PLAN LIST
---	-----------

PLANT LIST (FOR ALL PROPOSED PLANTS)				
SYM	QTY.	PLANT NAME	NATIVE	SIZE
B5	43	BURDERA SIMARUBA/ GUMBO LIMBO	YES	2" 12Hx6" 8PR 2" CAL
PL	46	PALM5		
GC		GRAND COVER		
SH	920	SHRUB5	-	24"x24", 24" O.C.

1	LANDSCAPE LEGEND
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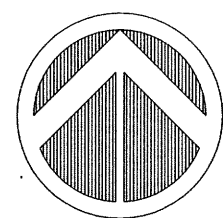
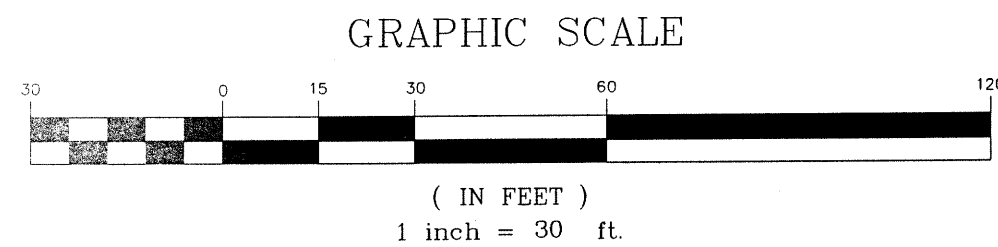


4 LANDSCAPE PLAN  
SCALE: 1/16" = 1'-0"

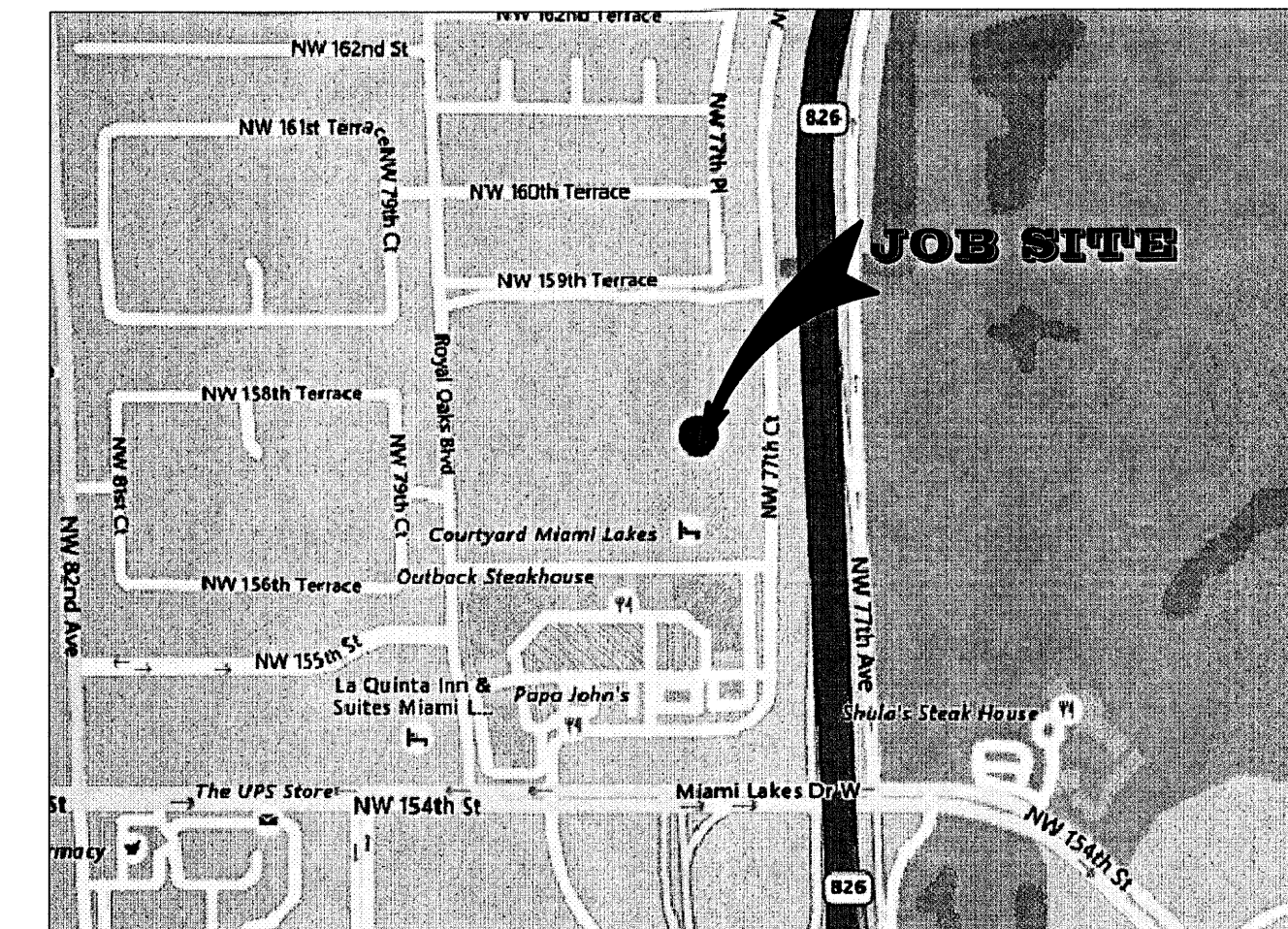
JAN 10 2017 PM 3:31

RECEIVED  
21/10/2017

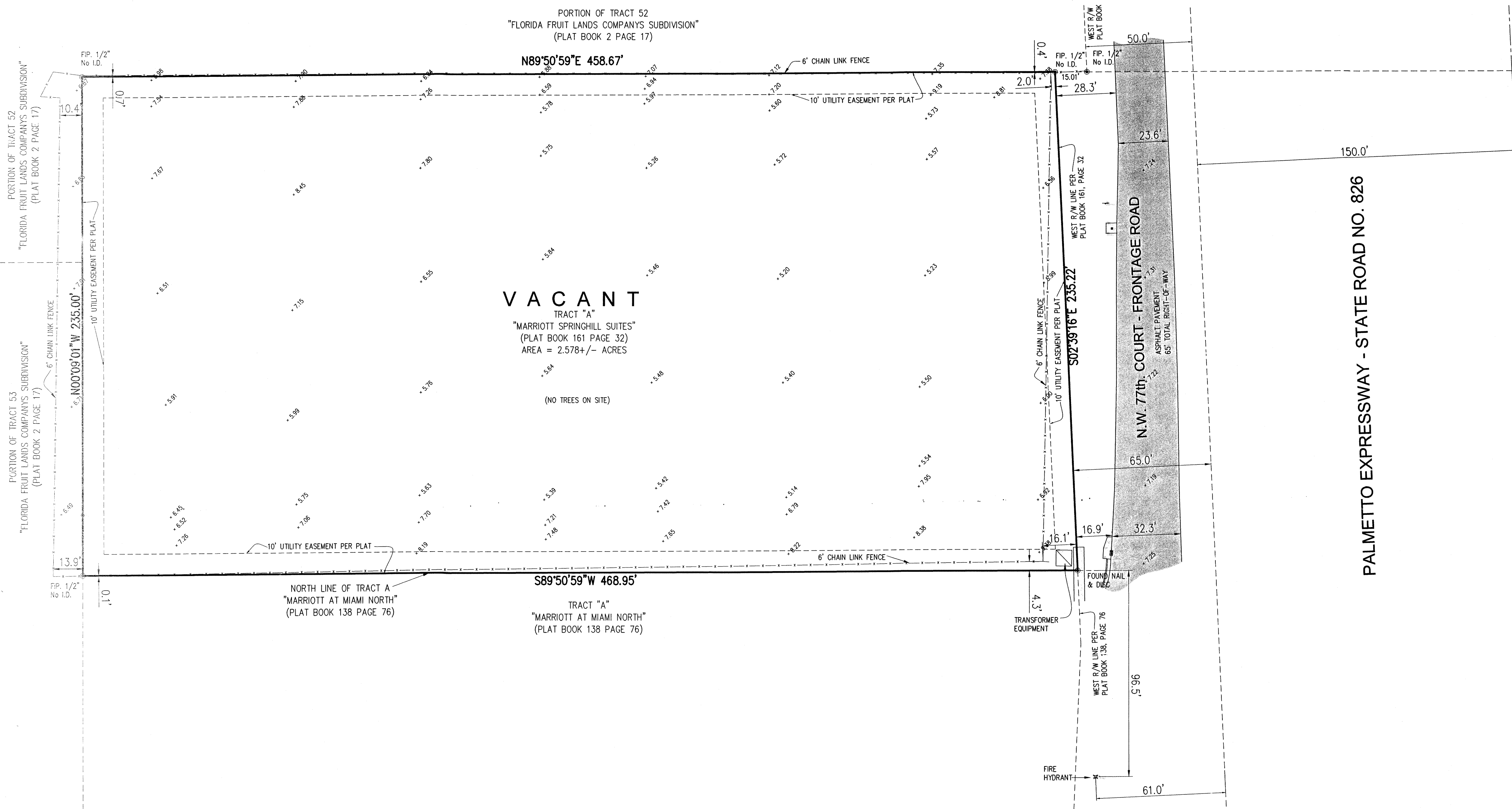




# BOUNDARY SURVEY



LOCATION MAP  
NOT TO SCALE



PALMETTO EXPRESSWAY - STATE ROAD NO. 826

## SURVEYOR'S NOTES:

- The above captioned Property was surveyed and described based on the above Legal Description: Provided by Client.
- This Certification is only for the lands as described. It is not a certification of Title, Zoning, Easements, or Freedom of Encumbrances. ABSTRACT NOT REVIEWED.
- There may be additional Restrictions not shown on this survey that may be found in the Public Records of this County. Examination of ABSTRACT OF TITLE will have to be made to determine recorded instruments, if any affecting this property.
- Accuracy: The expected use of the land, as classified in the Standards of Practice (5J-17 FAC), is "Residential High Risk". The minimum relative distance accuracy for this type of boundary survey is 1 foot in 10,000 feet. The accuracy obtained by measurement and calculation of a closed geometric figure was found to exceed this requirement.
- Foundations and/or footings that may cross beyond the boundary lines of the parcel herein described are not shown hereon.
- Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties are prohibited without written consent of the signing party or parties.
- Contact the appropriate authority prior to any design work on the herein-described parcel for Building and Zoning information.
- Underground utilities are not depicted hereon, contact the appropriate authority prior to any design work or construction on the property herein described. Surveyor shall be notified as to any deviation from utilities shown hereon.
- The surveyor does not determine fence and/or wall ownership.
- Ownership subjects to OPINION OF TITLE.
- Type of Survey: BOUNDARY SURVEY.
- The North arrow and bearings shown hereon based on recorded plat of "MARRIOTT SPRINGHILL SUITES", according to the plat thereof, as recorded in Plat Book 161, Page 32, of the Public Records of Miami-Dade County, Florida.
- All measurements shown hereon are made in accordance with the United States Standard Feet.
- Flood Zone Data: Community/ Panel #120637/0144/L Dated: 9/11/09 Flood Zone: "AE" Base Flood Elevation = +8.0'
- Elevations shown, if any, hereon are relative to National Geodetic Vertical Datum (1929 Mean Sea Level).
- Benchmark Used: Miami-Dade County Benchmark #H-396. Elevation = +13.23'
- This BOUNDARY SURVEY has been prepared for the exclusive use of the entities named hereon. The Certificate does not extend to any unnamed party.

## SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT: in the professional opinion of the undersigned Professional Surveyor and Mapper in the State of Florida, the following Boundary Survey meets the requirements of the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. Further, this certificate is based on observations of field measurements performed on 09/24/2016 and other information available to the undersigned at the time the services were rendered.

Copies of this Boundary Survey are not valid without the seal and the original raised seal of a Florida licensed surveyor and mapper, said embossed copies are for the specific use of those entities that the Boundary Survey have been certified to.

Pablo J. Alfonso P.S.M.  
Professional Surveyor & Mapper  
State of Florida Reg. No.5880

## PROPERTY ADDRESS:

15800 NW 77 COURT, MIAMI LAKES, FLORIDA 33016  
FOLIO No.: 32-2015-044-0010

## LEGAL DESCRIPTION:

Tract "A" of "MARRIOTT SPRINGHILL SUITES", according to the plat thereof, as recorded in Plat Book 161, Page 32, of the Public Records of Miami-Dade County, Florida.

## LEGEND

- |             |                    |   |                     |        |                                 |
|-------------|--------------------|---|---------------------|--------|---------------------------------|
| —○—○—       | Overhead Wire Line | • | Existing Elevations | A/C    | Air Conditioner                 |
| —//—//—     | Wood Fence         | ■ | Catch Basin         | Conc.  | Concrete                        |
| —x—x—x—     | Chain Link Fence   | ⊗ | Water Meter         | C.B.S. | Concrete Block & Stucco         |
| —○—○—○—     | Iron Fence         | ⊕ | Electric Box        | D.E.   | Drainage Easement               |
| —+—+—+—     | Monument Line      | ⊙ | Sanitary Manhole    | D.M.E. | Drainage Maintenance Easement   |
| —+—+—+—     | Centerline         | ⊗ | Sprinkler Pump      | F.D.H. | Found Drill Hole                |
| —+—+—+—     | Property Line      | ⊗ | Wood Pole           | F.F.E. | Finish Floor Elevation          |
| A=Arc       |                    | ⊗ | Conc. Pole          | F.I.P. | Found Iron Pipe/Pin             |
| BRG=Bearing |                    | ⊗ | Light Pole          | F.I.R. | Found Iron Rebar                |
| CH=Chord    |                    | ⊗ | Fire Hydrant        | F.N.   | Found Nail                      |
| Δ=Delta     |                    | ⊗ | Water Valve         | F.N&D  | Found Nail & Disc               |
| L=Length    |                    | ⊗ | Inlet               | F.P.L. | Florida Power Light Transformer |
| R=Radius    |                    | ⊗ | Cable Tv Box        | H      | Hieght                          |
| T=Tangent   |                    | ⊗ | Electric Meter Box  | L.M.E. | Lake Maintenance Easement       |
| ⊕=Diameter  |                    | ⊗ | Traffic Signal Box  | (M)    | Measured                        |
|             |                    | ⊗ | Gas Valve           | (P)    | Plotted                         |
|             |                    | ⊗ | Monitoring Valve    | P.O.B. | Point of Beginning              |
|             |                    | ⊗ | Manhole             | P.O.C. | Point of Commencement           |
|             |                    | ⊗ |                     | (R)    | Record                          |
|             |                    | ⊗ |                     | Res.   | Residence                       |
|             |                    | ⊗ |                     | SIP/R  | Set Iron Pin/Rebar              |
|             |                    | ⊗ |                     | S      | Spread                          |
|             |                    | ⊗ |                     | U.E.   | Utility Easement                |



LAND SURVEYORS, INC.

LB# 7282

6175 NW 153 ST., SUITE 321, MIAMI LAKES, FL 33014 \*\* TEL: 305-822-6062 \*\* 305-698-9468 FAX: 305-827-9669

TYPE OF PROJECT

BOUNDARY SURVEY

MIAMI LAKES 158 LLC  
15800 NW 77 COURT, MIAMI LAKES, FL 33016

DRAWN: J.G.  
CHECKED: P.J.A.  
SCALE: 1" = 30'  
FIELD DATE: 09/22/2016  
JOB NUMBER: RP16-0827

SHEET:

1  
OF 1 SHEET



## **Town of Miami Lakes Memorandum**

---

**To:**           **Honorable Mayor and Councilmembers**

**From:**       **Vice-Mayor Tony Lama**

**Subject:**     **Ride Sharing Service Providers**

**Date:**        **January 17, 2017**

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### **Recommendation:**

I would like to have a conversation with my colleagues to explore and assess options to replace the Town's On-Demand Bus Services with ride sharing service providers.

Fiscal Impact: Medium



## **Town of Miami Lakes Memorandum**

---

**To:** Honorable Vice-Mayor and Councilmembers

**From:** Mayor Manny Cid

**Subject:** Lien Amnesty Program

**Date:** January 17, 2017

---

### **Recommendation:**

The Lien Amnesty program established by the Town in 2015 was very successful, however as of December 2016, there are approximately 150 cases that were eligible for the Town's Lien Amnesty Program where the Owners failed to apply. Each month the Town receives several requests from the property owners of these cases that wish to resolve their outstanding liens.

In lieu of re-opening the Lien Amnesty program, I would like to request a consideration for home owners pending cases to go to The Hearing Master for reevaluation where extraordinary circumstances did occur but in no event the maximum reduction will be not less than 70 % of the current lien amount.

Fiscal Impact: TBD



## **Town of Miami Lakes Memorandum**

---

**To:** Honorable Mayor and Councilmembers

**From:** Councilmember Nelson Rodriguez

**Subject:** Annexation

**Date:** January 17, 2017

---

### **Recommendation:**

I'd like to direct Staff to start researching the possibility of annexing the commercial property north of our Town boundary and the property west of the Miami-Opa Locka Airport adjacent to 57th Ave between 154th street and 138th street.

I would also like to direct staff to researching the possibility of placing the annexation question on the November 2018 ballot. This area is strictly commercial and has no residential houses or apartments. The commercial property is boarded by Red Road (57th Ave) on the east, Ludlum Road (67th Ave) in the west, the canal on the North and the Palmetto Expressway on the South.

Fiscal Impact: TBD





## **Town of Miami Lakes Memorandum**

---

**To:** Honorable Mayor and Councilmembers

**From:** Councilmember Luis Collazo

**Subject:** Workshop for the Selection of a New Town Manager

**Date:** January 17, 2017

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### **Recommendation:**

I would like to have a discussion with my colleagues with regard to having a workshop on the process for selecting a new town manager.

Fiscal Impact: None



## **Town of Miami Lakes Memorandum**

---

**To:           Honorable Mayor and Councilmembers**

**From:       Councilmember Ceasar Mestre**

**Subject:     Local Preference to Businesses**

**Date:        January 17, 2017**

---

### **Recommendation:**

I would like to revisit the local preference to businesses topic with my colleagues to see if there is anything that can be done that may encourage more businesses to participate in our bids.

Fiscal Impact: Medium





## **Town of Miami Lakes Memorandum**

---

**To:** Honorable Mayor and Councilmembers

**From:** Vice-Mayor Tony Lama

**Subject:** Penny Lambeth

**Date:** January 17, 2017

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### **Recommendation:**

Penny Lambeth was an integral Town resident and board member of the Neat Streets Miami/Community Image Advisory Board. The County would like to partner with the Town to plant a tree in her honor to memorialize her contributions to the Town and County. They would be providing a tree and would like our cooperation with identifying a special place for the tree planting.

Fiscal Impact: Low



## **Town of Miami Lakes Memorandum**

---

**To:** Honorable Vice-Mayor and Councilmembers

**From:** Mayor Manny Cid

**Subject:** Workshop on Mayor and Council Roles

**Date:** January 17, 2017

---

### **Recommendation:**

The Town Manager is planning on conducting a workshop in the early part of the year to provide an update on the 2025 Strategic Plan. I believe that if we coordinate our efforts, the Town Councilmembers and I can help facilitate governmental approvals and community engagement throughout the process. I would like to include in this workshop a discussion of Councilmembers' roles in supporting individual projects.

Fiscal Impact: None



## **Town of Miami Lakes Memorandum**

---

**To:** Honorable Mayor and Councilmembers

**From:** Councilmember Nelson Rodriguez

**Subject:** Adding Miami Lakes to the Name of Opa Locka Airport

**Date:** January 17, 2017

---

### **Recommendation:**

For as long as one can remember, the residents of Miami Lakes have endured the airplanes flying into Opa Locka over our homes. I believe that our resident and businesses deserve some recognition and potential benefits from the new developments at the airport.

Currently the airport is named Miami-Opa Locka Executive Airport. The (Miami) was add several years ago to benefit the County. I propose that the airport be renamed Miami Lakes-Opa Locka Executive Airport. A good example is Fort Lauderdale-Hollywood Airport, where both cities benefit from the airport.

Miami Lakes is the only full service city neighboring the airport that offers luxury and casual hotels, restaurants and shopping. We also have a world class golf course.

Note: Miami-Opa Locka Airport is adding several new private jet concourses.

The following is the airport bio from their website: "Miami-Opa Locka Executive Airport (OPF) is located only 10 minutes from Hard Rock Stadium (home of the Miami Dolphins) and 35 minutes from Marlins Park (home of the Florida Marlins), 35 minutes from Downtown Miami, 30 minutes from Miami Beach and only 20 minutes from Miami International Airport. Designated as a reliever to Miami International Airport, Miami-Opa locka Executive Airport features no landing fees and quick and easy access. The airport offers full FBO service, a wide range of aircraft repair and maintenance services, including airframe, powerplant and avionics repair, and US Custom Service on the airfield. The airport is also home to the busiest U.S. Coast Guard Air/Sea Rescue Station."

Fiscal Impact: Low



## **Town of Miami Lakes Memorandum**

---

**To:** Honorable Mayor and Councilmembers

**From:** Councilmember Luis Collazo

**Subject:** Town Outreach Forums

**Date:** January 17, 2017

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### **Recommendation:**

I would like to discuss with my colleagues the possibility of the Town doing neighborhood outreach forums. The intended goal is to create a more accessible opportunity to educate our Town residents on specific initiatives currently happening in their respective neighborhoods.

Fiscal Impact: Medium



## **Town of Miami Lakes Memorandum**

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**To:** Honorable Vice-Mayor and Councilmembers

**From:** Mayor Manny Cid

**Subject:** Miami Lakes Gala

**Date:** January 17, 2017

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### **Recommendation:**

I would like to restart our yearly gala. Ideally the gala would benefit one Town initiative a year.

Fiscal Impact: Medium



## **Town of Miami Lakes Memorandum**

---

**To:** Honorable Mayor and Councilmembers

**From:** Councilmember Nelson Rodriguez

**Subject:** Committee Members

**Date:** January 17, 2017

---

### **Recommendation:**

As my colleagues know, we receive committee reports at our monthly council meetings. I would like to recognize each Town committee and its members at every council meeting throughout the year. I believe that they are the heart and soul of Town events and we should acknowledge these volunteers.

Fiscal Impact: None





## **Town of Miami Lakes Memorandum**

---

**To:**           **Honorable Mayor and Councilmembers**

**From:**       **Councilmember Luis Collazo**

**Subject:**     **SFL-TV Pledge of Allegiance Project**

**Date:**       **January 17, 2017**

---

### **Recommendation:**

I would like to discuss the possibility of hosting a remote shoot from Town Hall doing the "Pledge of Allegiance" for SFL-TV's "Pledge of Allegiance" project. I believe this would be a great free branding opportunity for the Town.

Fiscal Impact: None



## **Town of Miami Lakes Memorandum**

---

**To: Honorable Vice-Mayor and Councilmembers**

**From: Mayor Manny Cid**

**Subject: Resolution on Impact Fees**

**Date: January 17, 2017**

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### **Recommendation:**

I would like to pass a formal resolution requesting that 100% of all the impact fees from the proposed American Dream Mall project stay in Northwest Miami-Dade County, both in the incorporated areas and unincorporated areas, to alleviate the impact on our roads and public services. Additionally, to assist us in dealing with the day-to-day traffic impact, Miami Lakes should receive a percentage of all recurring revenue on a yearly basis to fund our strategic transportation initiatives which will hopefully alleviate the proposed mall's impact for Miami Lakers.

Fiscal Impact: None

\*This report requires a waiver of Section 6.10 of the Special Rules of Order of the Town of Miami Lakes.

### **Attachments:**

**Impact Fees Letter**



TOWN OF MIAMI LAKES  
6601 Main Street  
MIAMI LAKES, FL 33014  
(305) 364-6100  
WWW.MIAMILAKES-FL.GOV

MAYOR  
Manny Cid

VICE MAYOR  
Tony Lama

COUNCILMEMBERS:

Luis Collazo

Tim Daubert

Cesar Mestre

Frank Mingo

Nelson Rodriguez

TOWN MANAGER  
Alex Rey

TOWN ATTORNEY  
Raul Gastesi

TOWN CLERK  
Gina Inguanzo

December 27, 2016

Dear Mayor Gimenez and Chairman Bovo,

As you are already aware, our community is concerned and is monitoring the progress of the proposed American Dream Miami project. We are anxiously awaiting the agreement between MDC planners and the mall's developers that will outline a proposal to address the traffic impact.

What is abundantly clear is that Miami-Dade County will receive millions of dollars in impact fees and millions of dollars on a recurring basis once the mall opens. My request is to have 100% of all the impact fees stay in Northwest Miami-Dade County, both in the incorporated and unincorporated areas, to alleviate the impact on our roads and public services. Additionally, to assist us in dealing with the day-to-day traffic impact, Miami Lakes should receive a percentage of all recurring revenue on a yearly basis to fund our strategic transportation initiatives which will hopefully alleviate the mall's impact for Miami Lakers (attached you will find our transportation initiatives list with an estimated cost as of July 2016.)

As elected officials, we represent the people's interest. Ensuring that we get the best deal possible for our residents is paramount. I look forward to working with you both on this very important issue for Miami Lakers.

Regards,

Manny Cid  
Mayor



	Enhance Mobility	Responsible Agency	Status	Town Cost	Goal for FY 16-17	Funding Source
	<b>General Issues</b>					
1	Transportation strategy funding plan		Completed - Mobility fee adopted	\$30,000	Achieved	
2	Develop cost estimates for various improvements		Completed	\$25,000	Achieved	
3	Update Comprehensive Plan Transportation Element		Completed	In-house	Achieved	
	<b>Achieve the Greenways and Trails Network</b>					
	Greenways and Trails Master Plan	Town				
4	Safe routes to schools project along MLS	Town	Grant awarded for \$200,000. Design being completed.	\$120,000	Construction to be completed next year. Town has requested an additional \$60K from FDOT for signalization.	FDOT Grant - \$60K Match PTP 80% - \$60K
5	77th Court Greenway from 170th to Dog Park	Town	A grant awarded for construction between dog park and 154th street (\$600K) and a second grants from 154th street to 162nd Street (\$85K).	\$140,000	Design work to be completed	PTP 80%
6	146 Street Greenway	Town	A grant application for \$540K has been submitted to the State for construction in FY 2021. Town will be responsible for design in FY 2020	\$60,000	Grant awarded for \$550K	
7	60th Avenue business park greenway	Town	A grant application for \$315K has been submitted to the State for construction in FY 2021. Town will be responsible for design in FY 2020	\$131,600	No Action	
8	Greenways and Trails Stripping Improvements for Bilke Lanes	Town	Design funded in FY16 (\$15,000)	\$90,000	No Action	TAP Grant
9	154th Street Greenway	Town		\$1,120,000	No Action	
10	139th Canal Greenway	Town		\$285,000	No Action	
11	87th Avenue Greenway	Town		\$250,000	No Action	
12	NW 67th Avenue Greenway	Town		\$375,000	No Action	
13	NW 59th Avenue Greenway	Town		\$130,000	No Action	
14	Miami Lakeway West Greenway (from 154th to 154th West of 67th Avenue)	Town		\$400,000	No Action	
15	138th Street Canal Greenway (from 67th Avenue to Bamboo Street)	Town		\$300,000	No Action	
16	170th Greenway	Town	Completed in FY14	\$600,000	Achieved	
17	Final network connections and signage	Town		\$200,000	No Action	



	Enhance Mobility	Responsible Agency	Status	Town Cost	Goal for FY 16-17	Funding Source
	<b>Targeted Improvements at Troubles Spots</b>					
18	Police to prevent blocking box	Town	Implemented along 154th street corridor	\$50,000	Maintain officers at intersections	General Fund
19	Modify intersection & traffic light at 87th Avenue & 164th Street	County/Town	Town completed intersection improvement. Traffic light installed in November 2016	\$271,000	Construct intersection improvements	PTP 80%
20	Additional lane at Windmill Gate	County/Town	Road ownership was determined to be with Town. Plans are being developed by architect	\$400,000	Design and construct improvements	PTP 80%
21	Modify traffic light at 79th to eliminate northbound traffic	County/Town	Completed	\$0	Achieved	
22	Create direct connection from Palmetto frontage to Palmetto south	FDOT	FDOT is reviewing feasibility as part of PDE for Palmetto Expressway	\$0	Continue to monitor PDE work	
23	Reconfiguration of 67th Avenue and Palmetto	FDOT/County/Town	Intersection design was selected. Consultant is finalizing plans	\$30,000	Construct intersection improvements. Assumes County funds construction.	
24	Reconfiguration of 57th Avenue and Palmetto	FDOT	FDOT is reviewing feasibility as part of PDE for Palmetto Expressway	\$0	Continue to monitor PDE work	
25	Add 150ft to Northbound right turn lane at 154th & 77th Ct	Town	Traffic Analysis being conducted for FDOT review	\$120,000	Secure FDOT approval, design and construct improvements	PTP 80%
26	Allow left turns from southbound Montrose to eastbound Oak Ln.	County/Town	Conduct traffic study to evaluate impact	TBD	If study supports the modification, it will be submitted to County for approval	PTP 80%
27	Add traffic light at NW 79th Ct & NW 154th Street	County/Town	Conduct traffic study to evaluate impact	TBD	If study supports the modification, it will be submitted to County for approval. Assumes County will pay for light if warranted.	
	<b>Improve East- West connectivity</b>					
28	New underpass at 146th at Palmetto	FDOT/Town	FDOT is reviewing feasibility as part of PDE for Palmetto Expressway	\$1,700,000	Continue to monitor PDE work. Town will need to negotiate funding agreement for design.	Mobility Fee
29	New underpass at 160th under Palmetto	FDOT/Town	FDOT is reviewing feasibility as part of PDE for Palmetto Expressway	\$1,700,000	Continue to monitor PDE work. Town will need to negotiate funding agreement for design.	Mobility Fee
30	Reconfiguration of 154th and Palmetto	FDOT	FDOT is reviewing feasibility as part of PDE for Palmetto Expressway	\$0	Continue to monitor PDE work	
31	Move guard gate east of 82 from 167th to 162nd	Town/County	Perform traffic study to assess benefits	\$100,000	If study supports the modification, it will be submitted to HOA and County for approval. Town will cover the cost to rebuild guard gate.	PTP 80%
32	Adaptive signalization along 154th street between 82nd Avenue and Palmetto Expressway	Town/County	Develop implementation strategy	\$360,000	Pursue implementation	Mobility Fee



Enhance Mobility		Responsible Agency	Status	Town Cost	Goal for FY 16-17	Funding Source
<b>Improve Transit and Pedestrian Mobility</b>						
Develop & Implement Complete Streets Policy						
33	Plan Development	Town	Grant was applied for and received for \$40K to develop Complete Streets Policy			
34	Implement Complete Streets at Town Center	Town/County	Plan Development grants applied for	TBD	Complete design work for Town Center area plus 7 'hubs' identified below	Mobility Fee, PTP 80% & Grants
35	Implement Complete Streets at Royal Oaks Center	Town/County	Plan Development grants applied for	TBD	Complete Complete Street Policy and Development Plan	Mobility Fee, PTP 80% & Grants
36	Implement Complete Streets on NW154th Street Corridor	Town/County	Plan Development grants applied for	TBD	Complete Complete Street Policy and Development Plan	Mobility Fee, PTP 80% & Grants
37	Implement Complete Streets at 60th Avenue	Town/County	Plan Development grants applied for	TBD	Complete Complete Street Policy and Development Plan	Mobility Fee, PTP 80% & Grants
38	Implement Complete Streets at NW 158th Street and NW 59th Avenue	Town/County	Plan Development grants applied for	TBD	Complete Complete Street Policy and Development Plan	Mobility Fee, PTP 80% & Grants
39	Implement Complete Streets at NW87th Avenue South of NW 154th Street	Town/County	Plan Development grants applied for	TBD	Complete Complete Street Policy and Development Plan	Mobility Fee, PTP 80% & Grants
40	Implement Complete Streets at Main Street East (151st and 153rd Streets)	Town/County	Plan Development grants applied for	TBD	Complete Complete Street Policy and Development Plan	Mobility Fee, PTP 80% & Grants
41	Implement Complete Streets at NW 142nd Street between 57th Avenue and 60th Avenue	Town/County	Plan Development grants applied for	TBD	Complete Complete Street Policy and Development Plan	Mobility Fee, PTP 80% & Grants
42	Implement queue jumps for transit buses	Town/County	No Action	TBD	No Action	
43	Amend code to require sidewalk construction/repair upon development/redevelopment	Town	Draft new language	Private Sector	Adopt Amendment to code	
44	ADA sidewalk master plan	Town	Pending Complete Streets Plan Development	\$2,000,000	Complete design work under plan development (item 33)	
45	Complete sidewalk system in Business Park	Town	Consistent with sidewalk plan	\$1,100,000	Complete design work	
46	Increase sidewalk widths on arterials/collectors to minimum of 8 feet	Town	No Action	\$700,000	No Action	
47	Redevelopment planning: Miami Lakes Drive from 82nd to Palmetto (long term)	Town	No Action	TBD	No Action	
48	Redevelopment planning: 151st/153rd area (long term)	Town	Pursue as part of opening of 59th Avenue connection			
49	Increase promotion of Mover transit service	Town	Complete brochure and mail within 1 mile of service areas, create promotional materials. Install bus stop signs.	\$67,200	No Action	
<b>Provide mobility alternatives for inter-town trips</b>						
50	Provide on-demand bus services thru ridesharing like	Town	Negotiation with Uber are on-going			
51	Feed Town bus system thru ridesharing	Town	Negotiation with Uber are on-going	TBD	Conduct test	Use current funding
52	Connect to Metrorail thru ridesharing	Town	Negotiation with Uber are on-going	TBD	Conduct test	Use current funding



	Enhance Mobility	Responsible Agency	Status	Town Cost	Goal for FY 16-17	Funding Source
	<b>Transportation Demand Management</b>					
53	Periodic presentations to large employers about commuting alternatives (carpooling, transit, staggered work hours, etc.)	Town/South Florida Commuter Services	Developing handout materials with South Florida Commuter Services	\$0	Presentations at park east and west are being coordinated with the Graham Companies	Existing staff
54	Incentivize use of TDM measures by employers	Town	Incentives included in mobility fee ordinance	\$0	No Action	
	<b>Improve Distribution of Traffic Flows (both spatially and timing)</b>					
55	School to change start and dismissal times	Town/School System	Meet with school superintendent	\$0	Implement by beginning of 17-18 school year	Existing staff
56	Make 57th avenue more free flowing	Town	Request made to FDOT	\$0	Continue discussion with FDOT	
57	Extend 59th Ave south to Miami Lakes Drive, includes construction of PW yard and Boat Storage facility	Town	Preparing documents for submittal to relevant government agencies, and conduct appraisal for land	\$5,800,000	Secure approval from FAA and South Florida Water Management District. Negotiate purchase of properties.	Initial funds required for land acquisition. May required issuance of debt to accelerate project - \$308K had been previously allocated PTP
	<b>Provide better regional transportation connections</b>					
58	Rail to NW Dade County	County	Monitor & support county plan	\$0	Monitor & support county plan	
59	MDX connection to 67th Avenue	MDX	Present concept design to residents	\$0	Present concept design to residents	
60	MDX connection to 87th Avenue	MDX	Evaluate feasibility as MDX does not think it is feasible	\$0	Town consultant to evaluate feasibility	PTP 80%



## **Town of Miami Lakes Memorandum**

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**To:** Honorable Mayor and Councilmembers

**From:** Councilmember Nelson Rodriguez

**Subject:** Health, Safety and Property Damage due to Lennar Project

**Date:** January 17, 2017

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### **Recommendation:**

For several months I have been discussing Lennar issues with Town Staff. Our Staff has had meetings with Lennar concerning the area residents that are being affected by after hours construction noise and the blowing of sand. The construction time issues seen to have been settled; however, the blowing of sand continues to be a big problem. This is beyond unacceptable. Cars and homes are covered in white sand. At times it looks like a snowstorm. On Saturday January 7th, 87th Ave had zero visibility from sand blowing east onto the roadway.

I believe it's time for the Town Council to take some action. This fine sand gets into everything and I'm concerned with the long term damage to the surrounding properties as well as the possibility of health issues arising from breathing in the dust.

I would like to discuss with my colleagues the possibility of Lennar compensating the affected residents.

\*This item will require the waiver of section 7.2 of the Special Rules of Order from the Town of Miami Lakes.

Fiscal Impact: Low



## **Town of Miami Lakes Memorandum**

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**To:** Honorable Mayor and Town Councilmembers

**From:** Alex Rey, Town Manager

**Subject:** Palmetto Expressway Improvements

**Date:** January 17, 2017

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### **Background:**

Verbal report.



## **Town of Miami Lakes Memorandum**

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**To:** Honorable Mayor and Councilmembers

**From:** Raul Gastesi, Esq., Town Attorney

**Subject:** Homeowners Associations

**Date:** January 17, 2017

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### **Recommendation:**

Verbal report.

### **Attachments:**

Homeowner's Letter

January \_\_\_\_, 2017

RE: Town of Miami Lakes

Dear Homeowner,

We have been advised that there are outstanding issues in your neighborhood regarding the maintenance of streets, green areas, lights and other common areas. The common areas in your neighborhood, which may include light poles and roadways, are private in nature and require maintenance by you and your neighbor's. Accordingly, failure to maintain these areas as required by local law may expose you to citations, penalties and potential liability. Additionally, your failure to maintain your common areas create and adverse impact to the health and wellbeing of Miami Lakes' residents living and traveling through your neighborhood.

A review of public records reveals that your neighborhood's Home Owner Association has been inactive for some time, and has failed to file and record certain documents required by law. In the town of Miami Lakes it is common for Home Owner Associations to have ownership and responsibility for the maintenance of common areas. The non-existence of an active home owners association in your neighborhood may create a personal liability for you.

There are several laws that impact your ability to re-activate your homeowner association. Additionally the re-activation will require a joint effort by you and your neighbors in order to meet Florida Law requirements. In order to determine the necessary steps, you should consult a licensed attorney experienced in homeowner association law. As the Town of Miami Lakes, we cannot provide you with legal advice. However, given the seriousness of this matter and its effect on other Town residents, as a courtesy we would like to provide you with an educational forum on this matter.

It is our hope that by providing you with an educational forum that will allow for dialogue and education on this of this matter, that we will be able to assist you in adopting a solution. Accompanying this letter is information on our educational forum. It is important to stress, that this is a voluntary process.

Sincerely,

Raul Gastesi, Jr.





## **Town of Miami Lakes Memorandum**

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**To:           Honorable Mayor and Town Council**

**From:       Raul Gastesi, Town Attorney**

**Subject:    Pending Legal Matters**

**Date:       January 17, 2017**

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### **Recommendation:**

The Town Attorney will provide an update on the pending litigation matter Michael Pizzi, Jr. v. The Town of Miami Lakes and may address other pending matters.