

# **TOWN OF MIAMI LAKES, FLORIDA**

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**AGENDA**  
**Regular Council Meeting**  
**September 6, 2016**  
**6:30 PM**  
**Government Center**  
**6601 Main Street**  
**Miami Lakes, Florida 33014**

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

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

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

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

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

- 7. ORDER OF BUSINESS(DEFERRALS/ADDITIONS/DELETIONS):**
- 8. APPOINTMENTS:**
- 9. COMMITTEE REPORTS:**  
**Education Advisory Board**  
**Veterans Committee**
- 10. CONSENT CALENDAR:**

**A. Approval of Minutes:**

**July 26 2016 Regular Council Meeting**

**11. ORDINANCES-FIRST READING:**

- A. AN 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)**

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

- A. AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING THE TOWN LAND DEVELOPMENT CODE BY AMENDING ARTICLE VII, SECTION 13-1701, LANDSCAPE REQUIREMENTS; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; AND PROVIDING FOR AN EFFECTIVE DATE. (Cid)**

**13. 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.

- 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)(3) OF THE TOWN OF MIAMI LAKES LAND DEVELOPMENT CODE FOR A FINAL PLAT ENTITLED “LOCHNESS GARDENS”; APPROVING WITH**



**CONDITIONS A REQUEST IN ACCORDANCE WITH SECTION 13-304 OF THE TOWN OF MIAMI LAKES LAND DEVELOPMENT CODE FOR A SITE PLAN APPROVAL; SUBMITTED FOR PROPERTY LOCATED 7242 LOCH NESS DRIVE, MIAMI LAKES, FLORIDA, FOLIO NUMBER 32-2014-010-1470, IN THE RU-1 ZONING DISTRICT; PROVIDING FINDINGS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR APPROVAL; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATION OF CONDITIONS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR APPEAL; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)**

**14. RESOLUTIONS:**

- A. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE STORMWATER INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR THE PROVISION OF CANAL MAINTENANCE SERVICES; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. (Rey)**
- B. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA APPROVING AN AWARD OF FUNDS TO NEIGHBORS SUPPORTED BY GRAHAM COMPANIES THROUGH THE TOWN'S NEIGHBORHOOD MATCHING GRANT PROGRAM; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)**
- C. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, TO APPROVE AWARD OF RFP 2016-36, PROPERTY, CASUALTY AND LIABILITY INSURANCE PROGRAM TO BROWN & BROWN OF FLORIDA, INC.; 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)**
- D. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, TO AUTHORIZE THE TOWN MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT WITH TANKO STREETLIGHTING, INC. IN ACCORDANCE WITH RFP 2016-34 LED STREET LIGHT CONVERSION PROGRAM; PROVIDING THAT IN THE EVENT NEGOTIATIONS WITH TANKO ARE UNSUCCESSFUL THE TOWN MANAGER IS AUTHORIZED TO TERMINATE THE PROCESS AND CONDUCT NEGOTIATIONS WITH THE NEXT SHORTLISTED FIRM IN THE FOLLOWING ORDER: FPL ENERGY SERVICES, INC. AND THEN HORSEPOWER ELECTRIC, INC. AND TO EXECUTE A CONTRACT ONLY IF THE CONTRACT PROVIDES EQUAL OR BETTER TERMS THAN SAID SHORTLISTED FIRM'S RFP RESPONSE; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE FAVORABLE FINANCING TERMS SUBJECT TO TOWN COUNCIL APPROVAL OR EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE**

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

- E. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, TO AUTHORIZE THE TOWN MANAGER TO APPLY FOR AND ACCEPT A HIGHWAY BEAUTIFICATION GRANT, AND ENTER INTO A HIGHWAY BEAUTIFICATION COUNCIL GRANT, LANDSCAPE CONSTRUCTION, AND MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE HIGHWAY BEAUTIFICATION AGREEMENT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. (Rey)**
- F. A RESOLUTION OF THE TOWN COUNCIL OF MIAMI LAKES, FLORIDA, DECLARING PRINCIPLES OF INCLUSION FOR INDIVIDUALS WITH AUTISM AND OTHER SPECIAL NEEDS AND URGING ACTION BY NATIONAL STATE AND LOCAL GOVERNMENTS BUSINESSES, AND RESIDENTIAL COMMUNITIES CONSISTENT WITH THESE PRINCIPLES. (Cid, Daubert and Pizzi)**

**15. NEW BUSINESS:**

- A. Miami Lakes Mosquito Prevention (Cid)**
- B. Hope for Heroes (Rodriguez)**
- C. Child Protection Act (Pizzi)**
- D. Miami Lakes Neighborhood Mediation (Cid)**
- E. Fairness in Homeowner Protection (Pizzi)**
- F. Senior Assistance (Pizzi)**

**16. MAYOR AND COUNCILMEMBER REPORTS:**

- A. Bike Share Program (Cid)**
- B. 154th Street Bridge (Pizzi)**
- C. FDOT Palmetto Improvements (Pizzi)**

**ADJOURNMENT:**

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

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

proceedings is made which record includes the testimony and evidence upon which the appeal is to be based.

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



## **Town of Miami Lakes Memorandum**

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**To:       Honorable Mayor and Councilmembers**

**From:    Education Advisory Board**

**Subject:  Education Advisory Board**

**Date:     September 6, 2016**

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### **Attachments:**

**Education Advisory Board Report**

## Town of Miami Lakes: Education Advisory Board Report to the Town Council September 6, 2016

**MISSION STATEMENT:** To assess and advise on the needs and conditions of the schools in the Town of Miami Lakes providing the Town Council with recommendations concerning educational issues.

<b>MEMBERSHIP:</b>	
<b>Name</b>	<b>Committee Position</b>
Paula Hagen	Member
Claudia Luces	Chair
Janet Marti	Member
Star Rodriguez	Member
Marilyn Ruano	Vice-Chair
Jacqueline Vaquer	Secretary
Carlos Salcedo Miami Lakes K-8	Non-Voting
Joaquin Hernandez, Barbara Goleman	Non-Voting
Eric Acosta, Hialeah Miami Lakes	Non-Voting
Lourdes Diaz, Miami Lakes Tech	Non-Voting
Yecenia Martinez-Lopez, Bob Graham Ed. Center	Non-Voting
Manuel Sanchez, Miami Lakes Middle School	Non-Voting

**BUDGET 2016-2017: TOTAL**      \$58,300.00

<b>SCHEDULED EVENTS</b>			
<b>EVENT</b>	<b>DATE</b>	<b>BUDGET</b>	<b>ATTENDANCE</b>
Standardized Testing Support	School Year 2016-2017	\$10,000	All students
Friends of the Library	Fiscal Year 2017	\$4,000	All Patrons
SAT/ACT Prep Courses	Summer 2017	\$4,000	11 <sup>th</sup> and 12 <sup>th</sup> grade students in Miami Lakes
Misc./ Buffer for calculations	2016-2017	\$300.00	
Imagination Library	2016-2017	\$2,000	
Town Events	2016-2017	\$2,000	
AP Vocabulary Prep Course MLM, MLK-8 & BGEC	2016-2017	\$26,000	Three schools
STEM Elective Course (MLK8 & BGEC)	2016-2017	10,000	Two Schools

### **FUTURE PROJECTIONS/CONSIDERATION**

To continue enhancing the education experience for the children in our community through collaborative projects with Miami-Dade County Public Schools.



## **Town of Miami Lakes Memorandum**

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**To:** Honorable Mayor and Councilmembers

**From:** Veterans Committee

**Subject:** Veterans Committee

**Date:** September 6, 2016

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### **Recommendation:**

Please see attached report.

### **Attachments:**

**Veterans Committee Report**

# Town of Miami Lakes: Veterans Committee

## Report to the Town Council September 2016

**MISSION STATEMENT:** To make recommendations to the town council on policy decisions that will help improve veteran's affairs within the town.

### MEMBERSHIP:

Name	Committee Position	Nominated by:
Alejandro Sanchez	Chair	Councilman Ceasar Mestre
<b>EMPTY</b>		<b>Councilman Ceasar Mestre</b>
<b>EMPTY</b>		<b>Councilman Frank Mingo</b>
<b>EMPTY</b>		<b>Councilman Frank Mingo</b>
Nick Monte	Secretary	Councilman Nelson Rodriguez
<b>EMPTY</b>		<b>Councilman Nelson Rodriguez</b>
Gil Mojica	Member	Vice Mayor Tim Daubert
<b>EMPTY</b>		<b>Vice Mayor Tim Daubert</b>
Juan Carlos Talavera	Member	Councilman Tony Lama
<b>EMPTY</b>		<b>Councilman Tony Lama</b>
Gary Cardenas	Member	Mayor Michael Pizzi
Mary Collins	Member	Mayor Michael Pizzi
Drew Karoblis	Member	Councilman Manny Cid
<b>EMPTY</b>		<b>Councilman Manny Cid</b>
William Kniffin	Member	

**NOTE:** Empty committee seats are: Ceasar Mestre (1), Frank Mingo (2), Nelson Rodriguez (1), Tim Daubert (1), Tony Lama (1), Manny Cid (1)

**BUDGET 2016-2017:** \$2000

### SCHEDULED Activities:

Event	Date	Budget
Care Package Drive	November 2016	\$1000
Flag Retirement	February 2017	\$100
Tree Planting Ceremony	May 2017	\$900


**FUTURE PROJECTS/CONSIDERATION:**

- Veterans Recognition program
- Veterans Discount program
- Veterans Health Fair Participation





## **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:** September 6, 2016

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### **Recommendation:**

Attached please see the minutes for your review and approval.

Approval of Minutes

- July 26 2016 Regular Council Meeting

### **Attachments:**

**July 26 2016 Regular Council Meeting**

**MINUTES**  
**Regular Council Meeting**  
**July 26, 2016**  
**6:30 PM**  
**Government Center**  
**6601 Main Street**  
**Miami Lakes, Florida 33014**

**1. CALL TO ORDER:**

Mayor Pizzi called the meeting to order at 6:44 pm.

**2. ROLL CALL:**

The Town Clerk, Gina Inguanzo, called the roll with the following Councilmembers present: Manny Cid, Nelson Rodriguez, Vice Mayor Tim Daubert and Mayor Michael Pizzi. Councilmember Frank Mingo joined the meeting later. Councilmember Tony Lama joined the meeting over skype. Councilmember Mestre was absent.

**3. MOMENT OF SILENCE**

Mayor Pizzi called for a moment of silence.

**4. PLEDGE OF ALLEGIANCE:**

Major Charles James led the Pledge of Allegiance.

**5. SPECIAL PRESENTATION:**

Mayor and Town Council recognized Ryan Campos, Garbiella Perez-Veliz, Daniella Brunetti, Sadie Brantley, Angel Armesto, and Syan Rivera for their community service engagement on Saturday, June 18<sup>th</sup>, cleaning up 9 pocket parks in Miami Lakes.

Mayor and Town Council recognized the Cultural Affairs Committee for their work in the successful 4<sup>th</sup> of July Fireworks Show.

Mayor and Town Council recognized Jose Ramirez, winner of the Neighborhood Improvement Committee Home Beautification Contest.

Mayor and Town Council recognized Detective Myriam Nieves for her accomplishment as the officer of the quarter.

Mayor and Town Council proclaimed August as Lake Quality Awareness Month.

**6. PUBLIC COMMENTS**

Abel Fernandez came before the Council in support of Item 15b. He also came to speak in favor of having a University of Florida expert visit and inspect the trees in our Town. He spoke about impact fees and moving forward with maintaining the feed in our Town. He spoke in favor of zero-based budgeting, item 15e.

Elizabeth Delgado came before the Town to speak against Item 15a, accelerating economic development. She believes it gives the developers an advantage in our community. She also stated her opposition to Item 15f for seeking a waiver of the competitive bid process.

Roosevelt Bradley came before the Town to speak against 15f. As a former director of Miami Dade Transit, he felt the item eliminates the opportunity for small business in Miami Lakes.

Eladio Jose Armnesto came before the Town to speak against item 15f as it does not follow the competitive bid process.

Brian Rodriguez came before the Town to speak in favor of the CPR item, item 15b. He believes this item can help save lives.

Manny Lopez came before the Town to speak in favor of item 15d

Mirtha Mendez came before the Town to speak against the zero based budget workshops, as it is last minute. If the Council wanted to do this with the workshops, they could have done it at the beginning of the year.

Lynn Matos came before the Town to speak on a quasi-judicial matter. She was advised to speak on this item when the item is called and swear her in at that point.

Esperanza “Hope” Reynolds came before the Town to speak against the fee schedules at the public parks. She also spoke against the innumerable amount of people at parks playing Pokemon Go after hours. Moreover, she felt it is a healthy exercise for the Town to review line-by-line all the expenditures spent by the Town. She spoke against item 15b.

Alex Arriano came before the Town to discuss an active shooters training session he took recently provide by Coral Gables’ police department. He hopes another similar course is provided in Miami Lakes. He also came in support of the budget reform. He was against item 15f.

Jose Cabrera came before the Town to speak about a code violation on his property he was unaware of. He sought support from the Town to do something about this issue that is affecting him as well as many neighbors. The manager asked staff to meet with him immediately and address his concerns.

Esther Colon came before the Town to speak about resolution C. She also spoke about the audit report and would like the Council to seek reports that would give them a better understanding on the Town budget. She stated opposition to item 15f.

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

Councilmember Cid requested to co-sponsor Item 10b. Mayor Pizzi pulled items 10c, 10d, 10e, 10f and 10g from Consent Agenda. Mayor Pizzi requested to combine item 15j and 15c. Councilman Rodriguez asked to pull item 10h. Councilmember Lama requested to move item 15f after 15a. Councilmember Cid and Mayor Pizzi asked to be added as co-sponsors of item 15g. The Town Manager asked for items 10H, 15D, 16A and 16E to be combined.

## **8. APPOINTMENTS:**

Mayor Pizzi appointed George Demming, Gilberto Mojica, Mary Collins, and Drew Karoblis were appointed for Veteran's Committee. David Turino and Emily Garcia were appointed for Youth Activities Task Force. Jose Llano, Joe Pardo, Jacqueline Vaquer, and Stephen Caceres were appointed to Neighborhood Improvement Committee. Stephen Caceres and Luli McArthur were appointed to Cultural Affairs Committee. James Zeigler was appointed to the Sports Hall of Fame committee.

## **9. COMMITTEE REPORTS:**

Lynn Matos came before the Town to speak to give the Youth Activities Task Force report.

## **10. CONSENT CALENDAR:**

Mayor Pizzi made a motion to approve all the items that were not pulled from Consent. Councilman Rodriguez seconded the motion and all were in favor. Councilmember Mestre was absent.

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

- June 7 2016 Regular Council Meeting
- June 11 2016 Budget Workshop
- June 13 2016 Attorney-Client Executive Session

Approved on Consent.

- B. Lease Agreement- Park 55, 6699 Windmill Gate Road. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA APPROVING A LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY AS LANDLORD AND THE TOWN OF MIAMI LAKES AS TENANT FOR A PORTION OF THE PREMISES LOCATED AT 6699 WINDMILL GATE ROAD (A/K/A PARK 55); AUTHORIZING EXECUTION OF LEASE AGREEMENT; AUTHORIZING EXPENDITURE OF BUDGETED FUNDS; AUTHORIZING IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)

Approved on Consent.

- C. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, TO APPROVE AWARD OF RFP 2016-33, ELECTRICAL SERVICES – AS NEEDED TO ELECTRICAL CONTRACTING SERVICE, INC. AND AUM CONSTRUCTION INC.; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACTS; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACTS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. (Rey)

Mayor Pizzi made a motion to approve the resolution. The motion was seconded by Councilmember Cid and all were in favor. Councilmember Mestre was absent.

- D. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE PURCHASE OF CUSTODIAL SERVICES AT EAST PARK YOUTH CENTER AND POCKET PARK PLAYGROUNDS; AUTHORIZING THE TOWN MANAGER TO UTILIZE THE CITY OF WESTON CONTRACT 2015-04 WITH BEL AIR MAINTENANCE, INC. PURSUANT TO SECTION 7 OF ORDINANCE 12-142 (THE TOWN'S PROCUREMENT ORDINANCE); 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)

Mayor Pizzi made a motion to approve the resolution. Vice Mayor Daubert seconded the motion and all were in favor. Councilmember Mestre was absent.

- E. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AWARDING THE CONTRACT FOR PARK AQUATIC AREA MAINTENANCE SERVICES BETWEEN DEANGELO BROTHERS, LLC DBA AQUAGENIX, INC. AND THE TOWN OF MIAMI LAKES IN THE ANNUAL AMOUNT OF \$17,500 BY 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)

Mayor Pizzi made a motion to approve the resolution. The motion was seconded by Councilmember Rodriguez and all were in favor. Councilmember Mestre was absent.

- F. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE PURCHASE OF FENCING INSTALLATION FOR THE DOG RECREATION AREA AND MINOR FENCING SERVICES AT OTHER SITES ON AN AS NEEDED BASIS; AUTHORIZING THE TOWN MANAGER TO UTILIZE THE CITY OF MIAMI BEACH CONTRACT 40-11/12 WITH RONALD M. GIBBONS, INC. PURSUANT TO SECTION 7 OF ORDINANCE 12-142 (THE TOWN'S PROCUREMENT ORDINANCE); 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)

Mayor Pizzi made a motion to approve the resolution. The motion received a second from Councilmember Mingo and all were in favor. Councilmember Mestre was absent.

- G. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING CONTRACT 2015-43 FOR BUS DRIVER SERVICES WITH MV CONTRACT TRANSPORTATION, INC. TO PROVIDE FOR A TEMPORARY 90 DAY CONTRACT EXTENSION; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AMENDMENT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)

Mayor Pizzi made a motion to approve the resolution. The motion received a second from Vice Mayor Daubert and all were in favor. Councilmember Mestre was absent.

- H. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA REQUESTING AN ALS TRANSPORT UNIT FOR MIAMI LAKES FIRE RESCUE STATION 64; PROVIDING FOR TRANSMITTAL DIRECTIONS TO THE CLERK; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE (Rodriguez)

This item was combined with items 15D, 16A and 16E.

Councilmember Rodriguez made a motion to pass the resolution and to request from Miami-Dade County, to budget, prepare and provide our town with an ALS transport unit for the Town of Miami Lakes Fire Station 64. The motion was seconded by Mayor Pizzi and all were in favor. Councilmember Mestre was absent.

Councilmember Cid explained that the Fire Department via the Fire Impact Fees will be getting a \$325,000 check and he stated that that money should stay in the Town for a reserve to buy the Fire Rescue Service.

Mayor Pizzi said that he would write a letter to Mayor Gimenez expressing the need for an ALS Transport Unit for our community and that we need to work together and do a full court press, letting them know that the Town of Miami Lakes really needs a Transport Unit.

## **11. ORDINANCES-FIRST HEARING**

- A. AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING THE TOWN LAND DEVELOPMENT CODE BY AMENDING ARTICLE VII, SECTION 13-1701, LANDSCAPE REQUIREMENTS; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; AND PROVIDING FOR AN EFFECTIVE DATE. (Cid)

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

Councilmember Cid made a motion to approve the ordinance in first reading. The motion received a second from Mayor Pizzi. The Town Clerk called the roll and the ordinance in first reading passed unanimously. Councilmember Mestre was absent.

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

- A. SIGN CODE ORDINANCE. AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING THE TOWN OF MIAMI LAKES LAND DEVELOPMENT CODE BY AMENDING ARTICLE IX, SECTIONS 13-1901 THROUGH 13-1905, ADDING SECTIONS 13-1906 AND 13-1907; 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. (Rey/Gastesi)

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

The Town Clerk swore in anyone wishing to speak.

Mayor Pizzi opened the public hearing.

Ms. Mirtha Mendez spoke in regards to the Land Development Code from 2007, when the original Sign Code Ordinance was put together and she expressed her concerns with the proposed new wording on the Sign Code Ordinance regarding temporary signs, in lots less than two acres in size, that may have up to two temporary signs at any time. Ms. Mendez cited case law and asked the Town Council to allow her to put up as many temporary signs as she deems necessary.

Being no one else wishing to speak, the Mayor closed the public hearing.

Councilmember Lama made a motion to move item 12A and it was seconded by Mayor Pizzi for discussion.

Brandon Schaad, Director of Planning & Zoning, answered questions posed by the Town Council.

Mayor Pizzi made a motion to table this ordinance and to get additional input from the community. The motion received a second from Councilmember Mingo. The Clerk called the roll and the motion to table the ordinance passed unanimously. Councilmember Mestre was absent.

- B. AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, ADOPTING AMENDMENTS TO THE TRANSPORTATION ELEMENT AND THE CAPITAL IMPROVEMENTS ELEMENT OF THE GOALS, OBJECTIVES AND POLICIES OF THE TOWN OF MIAMI LAKES COMPREHENSIVE PLAN; AUTHORIZING TRANSMITTAL TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY AND REQUIRED REVIEW AGENCIES FOR REVIEW; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey/Pizzi)

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

Mayor Pizzi opened the public hearing. Being that no one wished to speak, the Mayor closed the public hearing.

Mayor Pizzi made a motion to approve the ordinance in second reading. The motion received a second by Vice Mayor Daubert. The Town Clerk called the roll and the ordinance passed 6-0. Councilmember Mestre was absent.

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

- A. SITE PLAN AMENDMENT FOR PROPERTY LOCATED AT 16336 OAK WALK. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING WITH CONDITIONS A REQUEST IN ACCORDANCE WITH SECTION 13-304 AND SECTION 13-445 OF THE TOWN OF MIAMI LAKES LAND DEVELOPMENT CODE FOR A SITE PLAN AMENDMENT FOR THE ADDITION OF ENCLOSED AIR-CONDITIONED SPACE TO AN EXISTING TOWNHOUSE UNIT; FOR PROPERTY LOCATED AT 16336 OAK WALK, MIAMI LAKES, FLORIDA; FOLIO NUMBER 32-2013-004-0100, IN THE RU-TH ZONING DISTRICT; PROVIDING FOR INCORPORATION OF RECITALS; 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 quasi-judicial procedures and resolution into the record. The Town Clerk swore in anyone wishing to speak.

The Mayor opened the public hearing.

Ms. Orialis Gomayo, spoke in support of the resolution.

Ms. Lynn Matos, spoke in support of the resolution.

Being that no one wished to speak, the Mayor closed the public hearing.

Mr. Brandon Schaad, Planning Director for the Town of Miami Lakes, spoke in support of the resolution and answered questions posed by the Town Council.

Mayor Pizzi made a motion to approve the resolution. The motion received a second from Councilmember Mingo and the motion passed 6-0. Councilmember Mestre was absent.

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

- A. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, MODIFYING THE BUDGET APPROVED FOR FISCAL YEAR 2015-2016 BY ORDINANCE NO. 15-186, AS AMENDED BY ORDINANCE NO. 16-190 AND NO. 16-193; 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)

Councilmember Cid made a motion to approve the resolution. The motion was seconded by Councilmember Rodriguez and all were in favor. Councilmember Mestre was absent.

- B. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA ESTABLISHING AN AUDITOR SELECTION COMMITTEE PURSUANT TO SECTION 218.391, FLORIDA STATUTES; PROVIDING FOR COMMITTEE MEMBERSHIP; PROVIDING FOR THE DUTIES OF THE AUDITOR SELECTION COMMITTEE; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE WITH THE AUDITOR; AND PROVIDING FOR AN EFFECTIVE DATE. (REY)

Vice Mayor Daubert made a motion to approve the resolution. The motion was seconded by Councilmember Rodriguez and all were in favor. Councilmember Mestre was absent.

- C. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA DECLARING, AS REQUIRED BY SECTION 200.065, FLORIDA STATUTES, THE TOWN'S PROPOSED MILLAGE RATE, ROLLED-BACK RATE COMPUTED PURSUANT TO 200.065(1), FLORIDA STATUTES, AND THE DATE, TIME, AND PLACE AT WHICH PUBLIC HEARINGS WILL BE HELD TO CONSIDER THE PROPOSED MILLAGE RATE AND THE TENTATIVE BUDGET FOR FISCAL YEAR 2016-2017; AUTHORIZING THE TOWN MANAGER TO CHANGE BUDGET HEARING DATES IF NEEDED; DIRECTING THE TOWN CLERK TO SERVE THIS RESOLUTION ON THE MIAMI-DADE COUNTY PROPERTY APPRAISER; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)

Mayor Pizzi made a motion to approve the resolution and to maintain the same millage rate. The motion received a second from Vice Mayor Daubert and all were in favor. Councilmember Mestre was absent.

## **15. NEW BUSINESS:**

- A. Accelerating Economic Development (Lama)

Councilmember Lama made a motion asking the Town Manager and the Town Attorney to make changes in the Land Development Code, for it to allow building permits to be pulled before the final plat is recorded but after it has been approved by the County. The motion received a second from Councilmember Mingo. The Town Clerk called the roll and the motion passed 4-2, with Mayor Pizzi and Councilmember Cid voting in opposition. Councilmember Mestre was absent.

Mayor Pizzi made a motion to extend the meeting for 15 minutes. All were in favor. Councilmember Cid made a motion to extend the meeting to midnight and this motion was seconded by Councilmember Rodriguez. All were in favor. Councilmember Mestre was absent.

- B. CPR Awareness and Training Event (Mestre, Rodriguez)

Councilmember Rodriguez made a motion for Town staff to look into doing a CPR Awareness training event in connection with the Town Committees and for this event to take place during the month of October. Councilmember Cid seconded the motion and all were in favor. Councilmember Mestre was absent.

- C. On Site Visit for Oak Trees (Rodriguez, Mestre)

This item was combined with item 15J.

Councilmember Rodriguez made a motion asking Town Staff to invite the arborist from the University of Florida, Mr. Jason Smith, to come to the Town of Miami Lakes and for him to physically inspect the town's canopy, so that the arborist can assess the oak trees in the community. The motion received a second from Councilmember Cid and all were in favor. Councilmember Mestre was absent.

Mayor Pizzi amended Councilmember Rodriguez' motion for it to include giving authority to the Town Manager to terminate SFM or Brickman for not performing up to staff's expectations and to submit it to a competitive bid. The motion died due to lack of second.

D. Miami Dade Fire Impact Fees – New Fire Rescue Truck (Cid)

This item was combined with items 10H, 16A and 16E.

E. Budget Reform (Pizzi)

Mayor Pizzi made a motion to move towards a Zero Based Budget analysis and to evaluate everything. The motion received a second from Councilmember Mingo. All were in favor. Councilmember Mestre was absent.

F. Uber (Lama, Rodriguez)

Councilmember Lama made a motion to direct the Town Manager to begin negotiations with Uber to develop a 6 month interim agreement to explore and assess options to replace the Town's on Demand Bus Services with a new Uber service. Councilmember Lama later amended his motion to enter into a 3 month interim agreement to explore options to replace the Town's on Demand Bus Services. After some lengthy discussion, Councilmember Lama withdrew his motion and item and asked the Town Manager to arrange meetings between Uber and councilmembers, so that they can meet with Uber and hear firsthand what this interim agreement is all about, and he then asked for this item to be revisited, once the meetings have been held.

G. Mosquito Spraying (Mestre, Cid, Pizzi)

Ms. Nicole Singletary, Director of Community Engagement and Outreach, explained that she reached out to Miami Dade County and that the County said that they provide mosquito spraying if it is supported by data statistics. The County reported that only three calls have been received from the Town of Miami Lakes. Thus, Ms. Singletary explained that in order for the County to provide mosquito spraying services, residents need to submit their concerns and complaints regarding mosquitos to the County.

H. Miami Dade Police Department Forfeiture (Cid)

Councilmember Cid made a motion directing the mayor, the Town Manager and Town Attorney to start engaging the Miami Dade Police Department and the Florida Law

Enforcement Trust Fund in regards to forfeitures, and request for equipment and training for Miami Lakes Police Training. The motion received a second from Councilmember Mingo and all were in favor. Councilmember Mestre was absent.

I. Citizen Input and Customer Service (Pizzi)

To be discussed in the next agenda

J. Landscaping and Tree Trimming Review (Pizzi)

This item was combined with items 10H, 16A and 16E.

K. Lighting Town Hall Blue (Mestre, Rodriguez)

Councilmember Rodriguez made a motion requesting Town Hall to be lit up in blue during the month of August and possibly September, to show support for the town's police officers. The motion was seconded by Councilmember Cid and all were in favor. Councilmember Mestre was absent.

**16. MAYOR AND COUNCILMEMBER REPORTS:**

A. ALS Transport Unit for Station 64 (Rodriguez)

This item was combined with items 10H, 15D, and 16E.

B. BTR Letter (Cid)

Councilmember Cid explained the importance of continuing creating trust with the community.

C. Meetings on traffic initiatives, including MPO, 154th Street Bridge and NW 170th Street (Pizzi)

Mayor Pizzi removed this item and stated that he would submit then in writing.

D. Facebook Ads (Cid)

Councilmember Cid stated that the Facebook Ads are a great tool that engages residents in a positive manner.

E. Need for Fire Rescue at Miami Lakes Fire Stations (Pizzi)

This item was combined with items 10H, 15D, and 16A.

F. Zip Code Update (Cid)

Councilmember Cid stated that the Zip Code bill, already passed the first committee and that it will be in the House Floor in the Fall. Once it passes, it is a bipartisan bill and the Postal Service will have a mandate that the Town of Miami Lakes will have to get a Zip Code by September 30, 2017.

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

### **A. Comprehensive Annual Financial Report (CAFR) FY2015**

Mr. Pablo Llerena, on behalf of the Town's audit firm, GLSC & Company, PLLC, presented the CAFR and answered questioned posed by the Town Council.

Councilmember Rodriguez called for a 10 minute recess. The motion was seconded by Mayor Pizzi and all were in favor. At 9:00 pm, the Town Clerk called the roll and all were present. Councilmember Mestre was absent.

### **B. Request by Cultural Affairs Committee or Reallocation of Funds**

The Cultural Affairs Committee requested to reallocate \$7,973 from one line item to a new line item to do a Country Music Concert on September 17, 2016. The motion was moved by Mayor Pizzi and it was seconded by Councilmember Mingo. All were in favor. Councilmember Mestre was absent.

## **18. ATTORNEY'S REPORT:**

### **A. Status on Pizzi Litigation & Attorney's Fees**

The Town Attorney, Raul Gastesi, requested an Executive Session to discuss the Criminal Fees case and Insurance Litigation case. Town Attorney mentioned that mediation occurred in accordance with the Court order and that the attorney's agreed to abate the case. He explained that if the case is not resolved, depositions and hearings dates will take place in November.

### **B. F71-1, LLC AND F69-1, LLC v. Town of Miami Lakes**

The Town Attorney explained that this law suit has to do with the Mobility Fee and the Agreement. The Town Attorney said that he would request an executive session for this matter.

## **ADJOURMENT:**

There being no further business to come before the Council, the meeting adjourned at 12:22 am.

Approved on this 6<sup>th</sup> day of September 2016.

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Michael Pizzi, 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:**      **Permit Issuance Before Recording of Final Plat**

**Date:**        **September 6, 2016**

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### **Recommendation:**

It is recommended that the Town Council review the attached ordinance for first reading and, if deemed appropriate, approve the ordinance.

### **Background:**

Currently, the Land Development Code (LDC) prohibits the issuance of building permits on sites subject to platting or replatting before recording of the final plat by the County. The proposed ordinance would allow issuance of some building permits, but no permanent certificates of occupancy/completeness, after approval of the final plat by the Town but prior to its final recordation by the County. A number of other jurisdictions in Miami-Dade County, including the County itself, have similar provisions in their codes.

Specifically, the proposed ordinance would allow issuance of building permits prior to plat recording for the following construction types and circumstances:

- construction trailers used as sales offices, so long as paving and drainage plans have been approved and all DERM requirements for providing potable water and sanitary sewer have been met;
- single family homes and townhomes, for up to 25 percent of the total lots, so long as the tentative plat has been approved by the County's Plat Committee (which occurs after approval of the tentative plat by the Town), paving and drainage plans have been approved, DERM's requirements for any needed water/sewer extensions have been met and a letter is submitted releasing the Town from any liability;
- multifamily, commercial and industrial buildings, where the tentative plat has been

approved by the County's Plat Committee, construction is limited to only one site, lot or tract until approval of the final plat by the Town Council, paving and drainage plans are approved, and a letter is submitted releasing the Town from any liability; and,

- perimeter walls and lift stations, where the tentative plat has been approved by the County's Plat Committee and a letter has been submitted releasing the Town from any liability.

According to the proposed language, a temporary certificate of completion could be issued prior to plat recording for homes to be used as model homes, but otherwise no certificate of occupancy or completion could be issued until the final plat is recorded. The penalty for occupying structures built under these provisions prior to plat recording (except for the model homes as specified) would be demolition of the structures.

## **Attachments:**

**New Business Item 7-26-2016**

**Plat Ordinance**



**ORDINANCE NO. 16- \_**

**AN 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.**

**WHEREAS**, Objective 1.2 of the Town of Miami Lakes (“Town”) Comprehensive Plan states that the Town shall maintain an effective and efficient Land Development Code (LDC); and

**WHEREAS**, subsequent to its adoption, the Town LDC has been amended by various ordinances (the “LDC Ordinances”) to better address and serve the needs of the Town; and

**WHEREAS**, the current land development regulations prohibit the issuance of building permits until after a final plat is both approved by the Town Council and recorded by Miami-Dade County; and

**WHEREAS**, in an effort to promote economic development, the Town Council desires to streamline the permitting process further by allowing the issuance of building permits for certain types of improvements and under limited circumstances prior to the recording of the final plat by Miami-Dade County; and

**WHEREAS**, the Town’s Planning and Zoning Board, as the Local Planning Agency, will consider the proposed amendment at a duly advertised Public Hearing on September 13, 2016, and provide a recommendation to the Town Council; and

**WHEREAS**, after conducting a properly noticed public hearing, hearing public comments, and considering the recommendations of the Local Planning Agency, Town staff, and the public, the Town Council wishes to adopt the amendment to the Town’s LDC; and

**WHEREAS**, the proposed amendment is in conformance with all applicable requirements of the Town’s Code of Ordinances, including the LDC; and

**WHEREAS**, the proposed amendment will not be in conflict with the public interest, and is consistent and in harmony with the purpose and intent of the Town’s Comprehensive Plan; and

**WHEREAS**, the Town Council hereby finds and declares that adoption of this Ordinance is necessary, appropriate and advances the public interest.

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

**Section 1.** Section 13-308(a)(7), Code of the Town of Miami Lakes, Florida, is hereby amended to read as follows:<sup>1</sup>

**Section 13-308. – Platting.**

\*

\*

\*

(7) *Building permits subject to final plat approval and recording.* Except as provided for hereinafter, No building permit dependent upon platting and re-platting shall be issued until a final plat for such impacted land has been approved and recorded pursuant to these platting regulations. Under the limited circumstances and subject to the limitations enumerated below, the following permits may be issued prior to the recording of the final plat by Miami-Dade County:

- (a) For a construction trailer(s) used as sales office; provided the Town has reviewed and approved paving and drainage plans and such trailer complies with the requirements of the County's Division of Environmental Resources Management (DERM) for providing potable water and sanitary facilities.
- (b) For permanent buildings to be used as single family homes or townhomes, building permits for up to 25 percent of the total number of lots in the proposed subdivision may be issued under the following conditions:
  - (i) The tentative plat has been approved by the Miami-Dade County Plat Committee and remains current.
  - (ii) Paving and drainage plans have been approved by the Town.
  - (iii) The proposed construction complies with all of DERM's requirements, including the approval of any required water and sewer extension plans.

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<sup>1</sup> Additions to the text are shown in underline and deletions from the text are shown in ~~strikethrough~~.

- (iv) A letter signed by the property owner has been submitted to the Town, requesting the construction of homes prior to the recording of the final plat. The letter shall include the number of homes being requested together with the lot and block numbers for each such home. The letter shall state that the owner understands and agrees that the homes shall not be occupied until the plat is recorded in the public records and that the penalty for violation of this occupancy prohibition shall be the demolition of the home. The letter shall also state that the owner agrees and shall release and hold the Town, its employees and agents, harmless from any and all liability and causes of action of whatsoever nature and kind for and as a result of the issuance of building permits and any construction prior to the recording of the final plat.
- (v) No certificate of occupancy, certificate of completion or their functional equivalents shall be issued for any home until after the final plat is recorded, except that a temporary certificate of completion may be issued for any building to be used as a model home.
- (c) Perimeter wall and lift station permits may be issued after tentative plat approval by the Miami-Dade County Plat Committee and receipt of a letter to the Town, signed by the property owner requesting the permit prior to the recording of the final plat and releasing and holding the Town, its employees and agents, harmless from any and all liability and causes of action of whatsoever nature or kind for and as a result of the issuance of building permits and any construction prior to the recording of the final plat.
- (d) For multi-family residential, commercial, and industrial buildings, building permits may be issued under the following conditions:

  - (i) The tentative plat has been approved by the Miami-Dade County Plat Committee and remains current.
  - (ii) Building permits may be issued, on only one site, lot or tract, until the proposed final plat for the subdivision in which the structure(s) is to be located has been approved by the Town Council.
  - (iii) Paving and drainage plans (if required) shall have been approved by the Town.

(iv) A letter, signed by the property owner, has been submitted to the Town requesting the permits prior to recording of the final plat recording. The letter shall state the proposed lot and block or tract for such permit(s), and the owner's acknowledgment and agreement that no certificate of occupancy or use will be sought or issued for the structure, or structures, until after the final plat is recorded. The letter shall also state that the owner agrees and shall release and hold the Town, its employees and agents, harmless from any and all liability and causes of action of whatsoever nature or kind for and as a result of the issuance of building permits and any construction prior to the recording of the final plat.

(v) No certificate of occupancy or use (or their functional equivalents) for the subject structure, or structures, will be issued until the plat is recorded.

\*

\*

\*

**Section 2. Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

**Section 3. Adoption of Amendments to Town Code.** The Town Council hereby adopts the amendments to Article III of the Town LDC, which are attached hereto as Exhibit A and incorporated herein.<sup>1</sup>

**Section 4. Repeal of Conflicting Provisions.** All provisions of the Code of the Town of Miami Lakes that are in conflict with this Ordinance are hereby repealed.

**Section 5. Severability.** The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**Section 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; and that the word “Ordinance” shall be changed to “Article”, “Division” or other appropriate word.

**Section 7. 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 Michael A. Pizzi, Jr.	_____
Vice Mayor Tim Daubert	_____
Councilmember Manny Cid	_____
Councilmember Tony Lama	_____
Councilmember Ceasar Mestre	_____
Councilmember Frank Mingo	_____
Councilmember Nelson Rodriguez	_____

Passed and adopted on first reading this 6th<sup>th</sup> day of September, 2016.

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

Passed and adopted on second reading this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Michael A. Pizzi, Jr.  
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: Councilmember Tony Lama**

**Subject: Accelerating Economic Development**

**Date: July 13, 2016**

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### **Recommendation:**

It is my understanding that unlike other municipalities Miami Lakes requires that a plat be recorded with the county prior to the pulling of any building permits. It is also my understanding that it would be a relatively simple modification to our land development code that would allow construction to begin after final plat approval prior to the recording. I would like to discuss with my colleagues removing this obstacle to economic development in our Town.

Fiscal Impact: Low



## **Town of Miami Lakes Memorandum**

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**To:** Honorable Mayor and Town Council

**From:** Alex Rey, Town Manager

**Subject:** Hedge Heights on Single Family and Two Family Properties

**Date:** September 6, 2016

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### **Recommendation:**

It is recommended that the Town Council adopt the attached ordinance on second reading to allow for hedges to be eight feet tall, rather than six feet, along property lines where a single family or two family property shares that property line with a single family or two family property of two or more stories.

### **Background:**

Currently, the Land Development Code (LDC) generally has a maximum hedge height of six feet for single family and two family properties within required setbacks (higher heights are allowed along arterial and collector roadways, and lower heights within the front setback or waterward of the top of slope on waterfront lots). The proposed amendment would provide that, where a single family or two family property shares a common property line with a single family or two family property with two or more stories, any hedge along that common property line may be eight feet high.

The amendment would also allow hedges along side and rear property lines along a local street to be eight feet high (currently ten foot hedges are allowed along arterial and collector streets but local streets are not addressed), and other language modifications are proposed to make the intent more clear.

The Planning and Zoning Board reviewed the proposed ordinance at its August 16, 2016 meeting, and voted 5-0 to recommend approval of the ordinance as proposed.

### **Attachments:**

**May 3, 2016 New Business Item**  
**Ordinance - Second Reading**



## Town of Miami Lakes Memorandum

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**To:** Honorable Mayor and Councilmembers

**From:** Councilman Manny Cid

**Subject:** Hedge Issue

**Date:** May 3, 2016

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### **Recommendation:**

Several residents have brought to my attention issues with backyard privacy due to being surrounded by two story homes. I would like to have a discussion with my colleagues on possibly raising the allowable hedge heights from 6ft to 8ft for single story homes adjacent to a two story residence.

Fiscal Impact: Medium

**ORDINANCE NO. 16-\_\_\_\_**

**AN ORDINANCE OF THE TOWN OF MIAMI LAKES,  
FLORIDA, AMENDING THE TOWN LAND  
DEVELOPMENT CODE BY AMENDING ARTICLE VII,  
SECTION 13-1701, LANDSCAPE REQUIREMENTS;  
PROVIDING FOR REPEAL OF LAWS IN CONFLICT;  
PROVIDING FOR SEVERABILITY; PROVIDING FOR  
INCLUSION IN CODE; AND PROVIDING FOR AN  
EFFECTIVE DATE.**

**WHEREAS**, Objective 1.2 of the Town's Comprehensive Plan states that the Town shall maintain an effective and efficient Land Development Code (LDC); and

**WHEREAS**, the Town Council desires to modify allowed hedge heights on single-family and two-family residences where an abutting property includes a structure of two or more stories; and

**WHEREAS**, the Town's Planning and Zoning Board, as the Local Planning Agency (LPA), reviewed the proposed amendments at a duly advertised Public Hearing on August 16, 2016 and voted to recommend adoption of the proposed ordinance; and

**WHEREAS**, after conducting a properly noticed public hearing and considering the recommendations of the public, the Local Planning Agency (LPA) and Town staff, the Town Council wishes to adopt the amendments to the Town LDC attached hereto as Exhibit A; and

**WHEREAS**, the proposed amendments are in conformance with all applicable requirements of the Town's Code of Ordinances, including the LDC; and

**WHEREAS**, the proposed amendments will not be in conflict with the public interest, and are consistent and in harmony with the purpose and intent of the Comprehensive Plan; and

**WHEREAS**, the Town Council hereby finds and declares that adoption of this Ordinance is necessary, appropriate and advances the public interest.

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

**Section 1. Recitals.** Each of the above stated recitals are true and correct and are incorporated herein by this reference.

**Section 2. Adoption.** The Town Council hereby adopts the amendments to Article VII, of the Town LDC, which are attached as Exhibit A hereto and are incorporated herein<sup>1</sup>.

**Section 3. Repeal of Conflicting Provisions.** All provisions of the Code of the Town of Miami Lakes that are in conflict with this Ordinance are hereby repealed.

**Section 4. Severability.** The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**Section 5. Inclusion in the Town Code.** It is the intention of the Town Council, and it is hereby ordained, that the provisions of this Ordinance shall become and be made part of the Town Code and that if necessary the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word “Ordinance” shall be changed to “Article”, “Division” or other appropriate word.

**Section 6. Effective Date.** That this Ordinance shall be effective immediately upon its adoption on second reading.

**THIS SPACE INTENTIONALLY LEFT BLANK**

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<sup>1</sup> Additions to the text are shown in underline and deletions from the text are shown in ~~striketrough~~.

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

Passed and adopted on first reading this 26<sup>th</sup> day of July, 2016.

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

Passed and adopted on second reading this 6th day of September, 2016.

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Michael A. Pizzi, Jr.  
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”**



## Chapter 13 – Land Development Code

### Article VII. Environmental Regulations.

#### Sec. 13-1701. Landscape requirements.

- (a) All single-family and two-family residences shall comply with Chapter 18A, Landscape Ordinance (see Section 13-1), and the following minimum standards.

\* \* \*

(4) Hedges.

- a. Hedges shall not be permitted parallel to the front, side or rear street property line within the required front, side or rear street required yards except as provided in this section.
- b. Within ~~a the required front or side street yard~~, a hedge shall include any plant grouping, parallel to ~~a the front or side street~~ property line, that is greater than ten feet in length or which is less than ten feet from any other plant grouping. A plant grouping shall include, but not be limited to, plant materials such as, grasses, ground covers, shrubs, vines, trees and rocks.
- c. In zero lot line developments, where a side and/or rear yard faces a street, a hedge shall be permitted, with a zero setback, along the required side and rear yard property line facing a street, set back a minimum of 20 feet from the front property line. Any such hedge shall comply with the corner visibility requirements in Subsection (h) below.
- d. In non-zero lot line developments, where a side and/or rear yard faces a street, a hedge shall be permitted, with a zero setback, along the required side and rear property line facing a street, provided that:
  1. The property is located in one of the following two areas: west of the Palmetto Expressway and north of NW 154th Street; or, west of the Palmetto Expressway, south of 154th Street and west of NW 87th Avenue.
  2. The hedge shall be set back a minimum of 25 feet from the front property line.
  3. Any such hedge shall comply with the corner visibility requirements in Subsection (h) below.
- e. The maximum height of hedges located within a required yard, as may be otherwise allowed by this section, shall not exceed six feet with the following exceptions:
  1. For waterfront properties, hedges located waterward of the top of the slope or tie line shall not exceed a height of two and one-half feet.
  2. Hedges that are within a required street side yard or required rear yard along a street, and facing arterial or collector roadways shall have a maximum height of ten feet. Hedges that are within a required street side yard or required rear yard along a street, and facing a local street shall have a maximum height of eight feet. Hedges facing state roadways shall not have a height limit but must be maintained neat and trimmed.
  3. Hedges along the side property lines within the required front yard or along the rear property line within the side yard facing a street shall not exceed a height of two and one-half feet.
  4. Where a single family or two family property has a common lot line that is shared with a property that includes a single family or two family structure of two or more stories,

the maximum hedge height along that common property line within the required yard shall be eight feet; provided, however, the height limitation of hedges along a side property line within the required front yard as specified in subsection (a)(4)e.3 of this section shall apply.

45. Height between different districts. Where an RU District abuts another district, a hedge on the RU property may be erected or maintained on the common property line at the height permitted in the abutting district.
- f. Hedges for waterfront properties.
  1. Hedges along the side property lines shall not be permitted within ten feet of the water's edge. The water's edge is defined as the average high groundwater elevation.
  2. Hedges shall not be permitted to be placed parallel to the water's edge waterward of the top of the slope.
  3. Landscaping or hedges waterward of the top of slope but landward of the water's edge are allowed; however, hedges or plant groupings shall be placed no closer than ten feet from the water's edge. No hedge or plant groupings shall exceed two and one-half feet in height waterward of the top of the slope. Fences, wall or rocks arranged to form a fence or wall or objects which restrict access or block views from adjacent properties are not permitted beyond the top of the slope toward the lake, or waterside of the survey tie line.
- (5) All existing hedges that do not comply with the above regulations shall either be removed if no longer permitted or trimmed to comply with the maximum height requirements.
- (6) All planted materials shall be maintained, trimmed and irrigated as required to maintain a neat and safe landscape environment. If any tree or plant which is being used to satisfy current landscaping requirements dies, such tree or plant shall be replaced with the same landscape material of the same size.



## Town of Miami Lakes Memorandum

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**To:** Honorable Mayor and Town Council

**From:** Alex Rey, Town Manager

**Subject:** PLAT2016-0002/PHSP2016-0002 Loch Ness Gardens Plat/Site Plan

**Date:** September 6, 2016

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### Recommendation:

Staff recommends ***approval, subject to conditions*** of a requests for approval of a site plan, designation of the front of a single family corner lot as other than the narrowest portion facing a street and final plat entitled "LOCHNESS GARDENS." Recommended conditions are as follows:

1. The approval of the final plat shall be in accordance with the copy of the Final Plat of "LOCHNESS GARDENS" as submitted for approval to the Town Council and prepared by Manuel G. Vera & Associates, Inc., Manuel G. Vera, State of Florida Professional Surveyor and Mapper No. 2262, consisting of two (2) sheets and stamped as received on 7.15.16.
2. The approval of the site plan is for improvements indicated on submitted plans as follows: Sheet SP-1 stamped as received on 8-11-2016; Sheet LP-1 (only as landscaping within public rights-of-way and as to tree disposition for the entire site) stamped as received on 6-15-2016; sheet labeled Model Lot 1 stamped as received on 6-15-2016 (as to the front elevation of Lot 1); sheet labeled Lot 2 Option B stamped as received on 6-15-2016 (as to front elevation of Lot 2); sheet labeled Model Lot 3 stamped as received on 6-15-2016 (as to front elevation of Lot 3); sheet labeled Model Lot 4 (Shown) stamped as received on 6-15-2016 (as to front elevation of Lot 4); and, sheet labeled Front Elevation Model RC stamped as received on 8-11-2016 (as to front elevation of Lot 5) . The addition of accessory buildings and structures, installation of swimming pools, decks and walkways that meet all requirements of the LDC shall be permitted without a site plan amendment. However, changes to the footprint of houses, new curb cuts or changes to existing curb cuts, expansions of driveways and similar changes shall require approval of a site plan amendment.

3. The conditions herein shall be applicable to each lot within the Loch Ness Gardens subdivision, regardless of changes in ownership, the schedule and/or phasing of construction or similar factors.
4. The Applicant shall comply with all platting requirements of the Town LDC and Chapter 28 of the Miami-Dade County Code.
5. No certificate of occupancy (CO) shall be issued until the final plat is recorded.
6. Upon recordation of the final plat, the Applicant shall provide the Town with one original on 30 X 36 inch mylar and two paper copies.
7. No additional curb cuts not depicted on the approved site plan shall be allowed onto Loch Ness Drive except where a site plan amendment has been approved allowing such additional curb cut(s).
8. Any tree removals shall be subject to the requirements of Town of Miami Lakes Ordinance 12-151 (tree removal ordinance), including any amendments thereto, and including any requirements to obtain one or more permits.
9. Prior to the issuance of a certificate of completeness/occupancy for the house on Lot 5, a retaining wall at least three feet in height above grade shall be constructed along the rear property line where adjacent to the neighboring property to ensure proper retention of stormwater on the subject site.
10. Each individual lot shall demonstrate compliance with landscaping and minimum tree requirements of Article VII of the LDC and Chapter 18A of the Miami Lakes Town Code, as part of the building permitting process for each house.
11. Prior to commencing construction, a temporary fence including visual screening shall be installed around the property or area under construction to shield construction activities from view.
12. During construction activities, all storage of equipment, vehicles and temporary facilities shall occur within the site, and no such storage shall occur on the right-of-way or Loch Ness Drive or other streets within the Loch Ness subdivision.
13. During construction, the Applicant shall ensure that heavy equipment is not arriving at the site, nor utilizing Loch Ness Drive or NW 67<sup>th</sup> Avenue, during peak commuting times of 7:30 AM through 9:30 AM and 3:30 PM through 7:00 PM.
14. Due to the location of the subject site within an existing residential area, hours of construction shall be further limited than the general requirements of Subsection 16-1 (13), as follows: construction shall not occur earlier than 8:00 a.m. Monday through Friday.
15. All improvements in the public right-of-way, including in the proposed right-of-way of Loch Doon Road, shall be subject to public works permits by the Town, and any required permits of Miami-Dade County and other agencies with appropriate jurisdiction. Improvements in the public right-of-way shall meet all Town standards

prior to acceptance by the Town, and shall be subject to all restrictions of Section 13-308 and other applicable provisions of the Town LDC.

16. The development of the subject property is subject to all applicable impact fees.
17. Prior to the issuance of the first building permit in the subdivision, the Applicant or property owner shall pay the Mobility Fee due according to Article X, Division 2 of the Town LDC.
18. A building permit shall be approved within one (1) year of the date of issuance of a final development order, unless an extension is granted according to the provisions of the LDC. If a building permit is not obtained, or an extension granted within the prescribed time limit, this approval shall become null and void.

### **Background:**

See attached Staff Analysis.

### **Attachments:**

**Staff Analysis and Recommendation**

**Resolution**

**Exhibit A: Proposed Final Plat**

**Exhibit B: Proposed Site Plan**

**Surveyor Approval**

**Opinion of Title**

**Written Opposition**

**Backup Materials**



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:** PHSP2016-0002 and PLAT2016-0002  
**APPLICANT:** Comar Ventures Corporation  
**FOLIO:** 32-2014-010-1470  
**LOCATION:** 7242 Loch Ness Drive  
Miami Lakes, Florida 33014  
**ZONING DISTRICT:** RU-1 –Single Family Residential District  
**FUTURE LAND USE:** Low Density Residential (LD)

**Date:** September 6, 2016

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### REQUEST(S)

In accordance with the Town of Miami Lakes Land Development Code (the “Code”), Comar Ventures Corporation (the “Applicant”) is requesting the following:

1. Site Plan approval for construction of five (5) single-family homes and related improvements;
2. To designate the front of Lot 1 as other than the narrowest portion facing the street;
3. Final plat approval to allow a five (5) lot subdivision.

### **Background**

**Zoning District of Property:** RU-1, Low Density Residential District

**Future Land Use Designation:** Low Density Residential (LD)

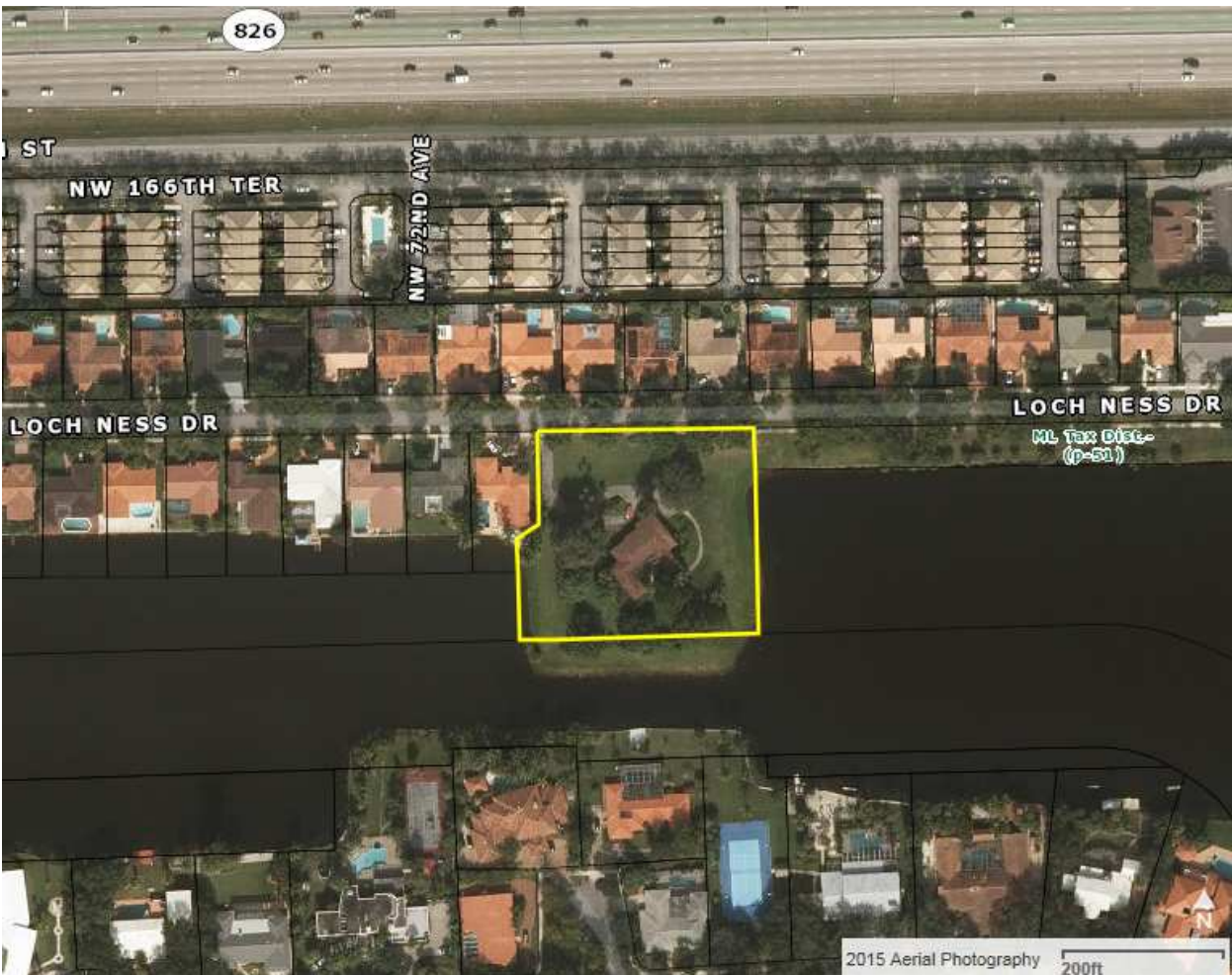
### **Subject Property:**

The subject property at 7242 Loch Ness Drive is located on the south side of Loch Ness Drive, approximately 2,465 feet west of NW 67<sup>th</sup> Avenue. The property is about 1.7 acres and currently includes one single-family home of approximately 3,949 square feet (garage included), constructed in 1960, and associated site improvements.

### **Surrounding Property:**

	<b>Land Use Designation</b>	<b>Zoning District</b>
<b>North:</b>	Low Density Residential (LD)	Single-Family Residential District (RU-1)
<b>South:</b>	Low Density Residential (LD)	Single-Family Residential District (RU-1)
<b>East:</b>	Low Density Residential (LD)	Single-Family Residential District (RU-1)
<b>South:</b>	Low Density Residential (LD)	Single-Family Residential District (RU-1)

### Subject Property Location Map:



#### **A. Open Building Permit(s) / Open Code Compliance Violation(s):**

**Open Building Permits:** There is one open building permit, WKR2016-1098, for water connection.

**Open Code Compliance Violations:** None.

### **SUMMARY OF PROPOSAL AND STAFF ANALYSIS**

#### **Summary**

The Applicant is requesting approval of a final plat for the subdivision of the subject property at 7242 Loch Ness Drive into five (5) single family residential lots, and the dedication of a proposed cul-de-sac street (proposed Loch Doon Road) as public right-of-way, as well as approval of a site plan for the development of the property, required by the Town Council as a condition of approval of the preliminary plat. The proposed plat is a replat of a portion of the subdivision known as Miami Lakes Loch Ness Section (Plat Book 93, Page 45). The preliminary plat was approved by



the Town Council on November 3, 2015 (Resolution 15-1338). The proposed site plan shows five single family homes, each of which would front on proposed Loch Doon Road. Two homes would be two-story homes, while the remaining three would be one-story. Both of the corner lots (with frontage on both Loch Ness Drive and proposed Loch Doon Road) would be one-story, consistent with the predominantly one-story character along Loch Ness Drive. Consistent with the predominant character of both the Loch Ness neighborhood and Miami Lakes as a whole, the site plan shows a swale area with street trees (oaks) separating the proposed new cul-de-sac street from the sidewalk, and also shows a center island landscape planting area within the proposed cul-de-sac, which is consistent with predominant cul-de-sac pattern in Loch Ness.

### **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:** This proposal is consistent with Comprehensive Plan Future Land Use Element Policy 1.1.2, and the Low Density (LD) future land use designation described in said policy.

The LDC includes neither a “purpose” nor “intent” for the RU-1 zoning district.

The only design or planning study adopted by the Town Council applicable to the design of this site is the Beautification Master Plan, which generally includes recommendations regarding landscaping and other beautification within the public rights-of-way in the Town. The design of proposed swale areas and the center island in the cul-de-sac, including its proposed landscaping, is consistent with the Beautification Master Plan.

- (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 RU-1 (Single Family Residential) zoning district, including building setbacks, lot dimensions, lot coverage, density, building heights, building size and permitted uses. The proposed site plan additionally meets all other requirements of the LDC, including those applicable to decks, swimming pools, non-encroachment of the lake slope and similar requirements.

The Applicant has requested to utilize a provision of the RU-1 district regulations (found in Note #5 of the table in Section 13-426 with respect to Lot 1. This provision provides (in part): "For corner lots, the front of a lot shall be the narrowest portion facing the street or as otherwise designated by the owner/developer and approved by the Administrative Official or Town Council." Due to the shape of the lake slope, the Applicant has proposed only two lots on the eastern side of the cul-de-sac, as opposed to three lots on the west side of the cul-de-sac. Thus, Lot 1 (which is a corner lot, with frontage on both Loch Ness Drive and proposed Loch Doon Road), has a long frontage on proposed Loch Doon Road, making the narrower frontage on Loch Ness Drive. The Applicant proposes to make the front of this lot on Loch Doon Road. Staff supports the Applicant in this request, for a variety of reasons. First, having the front designated on Loch Doon Road, and thus having the house face the cul-de-sac street, will make the lot consistent with the others in the proposed development. Second, a significant amount of the feedback received from neighbors in the area of the proposed development concerns the desire to have houses on Loch Ness cul-de-sacs "face" each other, and the proposal will facilitate the two corner houses (Lots 1 and 5) facing one another. Third, having all houses in the proposed development face (and have their driveway connections) on the cul-de-sac will allow traffic to "collect" on proposed Loch Doon Road, feeding into Loch Ness Drive at a single point, rather than multiple points. Finally, facing the house on Lot 1 toward the proposed cul-de-sac street will eliminate the need for additional curb cuts on Loch Ness Drive, helping to preserve the beauty and greenery of this primary street for the Loch Ness neighborhood, and maintaining a more pedestrian-friendly orientation on Loch Ness Drive by limiting the number of curb cuts.

- (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 proposed cul-de-sac road (Loch Doon Road), and its connection with Loch Ness Drive, meet all dimensional requirements of the Town for a local street, and are designed such that they can meet the Town's requirements for engineering, construction, drainage and similar requirements, the specifics of which will be ensured through the public works permitting process. Other proposed public improvements, including the sidewalk and swale area, planting of street trees, driveway approaches, center turnaround and attendant landscaping, meet all Town requirements, including consistency of proposed landscaping with the Town's Beautification Master Plan. The proposed plat includes a ten wide utility easement along the front of each lot, consistent with the remainder of the Loch Ness neighborhood, and plans has been reviewed by the Miami-Dade County Water and Sewer Department, environmental resources management division and fire department, and all necessary requirements can be met.

- (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:** The proposed site design is consistent and compatible with adjoining areas. The only proposed lot that immediately adjoins another private property is Lot 5, where based on Staff's comments and work with the Applicant, the Applicant has proposed a one-story house rather than the two-story house that was originally proposed. Additionally, Staff has recommended conditions for specific measures to ensure compatibility, including a retaining wall along the rear (western) property line of Lot 5 to ensure retention of stormwater on the subject property. The site design is also compatible with, and complementary to, development and zoning in adjoining areas in general. The site design includes improvements in the public realm – i.e. swales, street trees, sidewalks, cul-de-sac center island and landscaping, etc. – that is similar to that existing in the Loch Ness neighborhood. Circulation systems have been designed to functionally integrate

with the remainder of the Loch Ness neighborhood and, as all lots will front and have their vehicular access on proposed Loch Doon Road, this new cul-de-sac street will act to “collect” vehicular traffic and access Loch Ness Drive at one point. This arrangement also limits the number of curb cuts on Loch Ness Drive, helping to maintain a more pedestrian-friendly (and bicycle friendly) and safer environment on Loch Ness Drive. Pedestrian facilities (i.e. sidewalks) are included, and are planned to integrate seamlessly with those immediately adjacent on Loch Ness Drive.

With respect to open space, all areas that will not be part of the public right-of-way are in individual single family lots. Within the right-of-way, open space is concentrated in swale areas, and in the cul-de-sac center landscaping island, consistent with the design of the Loch Ness neighborhood.

The design of landscaping strengthens the only real “axis” in the proposed development, which is the cul-de-sac, where a center island is being establishing for landscaping. Trees in this area and in the swales areas will provide adequate shade, particularly in the public realm, making the area for inviting for people walking, riding a bicycle or otherwise spending time outside. No major roadways exist in immediate proximity to the site. The Applicant has made every reasonable effort to preserve existing trees on-site, as exemplified in part by the preservation of a tree on proposed Lot 4 by shifting slightly the orientation of the proposed house on that lot.

The scale of the proposed structure are compatible with and complementary to existing uses, and those permitted on adjoining properties and in the immediate area. Because the lots in this proposed subdivision are relatively large, the lot coverage (footprint) of the homes is relatively small. With regard to height, only two homes are proposed to be two stories, those on Lots 3 and 4. The Applicant originally proposed a two-story home on Lot 5; however, Staff objected to a two-story home on Lot 5, due both to the predominantly one-story nature of the homes along Loch Ness Drive and to the presence of an existing one-story home immediately adjoining Lot 5 to the west. The Applicant subsequently amended the proposed site plan to show a one-story home on Lot 5.

The Applicant has proposed no entrance signage or other advertising as part of the development, which will serve to further the integration of this development into the surrounding neighborhood. Outdoor lighting (streetlights) must be consistent with the Town’s standards before acceptance.

As this is a single family development, there are no service area as such to be screened or otherwise hidden from view of the public right-of-way.

The site design is subject to review and approval by the Miami-Dade County Fire Department to ensure proper access for emergency vehicles and personnel.

Because of the small size of the development, there are limited opportunities for design strategies for the conservation of energy and natural resources. However, the integration of street trees, the cul-de-sac center island landscaping and trees to be placed on private properties, serves to maximize energy and natural resources.

- (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 either be in the public right-of-way (per dedication of proposed Loch Doon Road via plat) or on individually owned residential lots.

### **Final Plat Analysis**

The associated preliminary plat for this property was approved by the Town Council at its November 3, 2015 meeting, where the Council found that the approval criteria of Subsection 13-30(f)(2)c.2 had been satisfied. The proposed final plat is consistent with the preliminary plat and its conditions of approval (subject to approval of the site plan by the Council). Staff and the Town's professional surveyor consultant have reviewed the final plat, and found that it meets all criteria for approval in the Town LDC, the requirements of Chapter 28 of the Code of Miami-Dade County and the requirements Chapter 177, Florida Statutes.

Therefore, based on the above analysis and other factors contained in this report, Staff recommends ***approval, subject to conditions***.

### **RECOMMENDATION**

It is recommended that the Town Council approve the application for Final Plat approval, subject to the following conditions:

1. The approval of the final plat shall be in accordance with the copy of the Final Plat of "LOCHNESS GARDENS" as submitted for approval to the Town Council and prepared by Manuel G. Vera & Associates, Inc., Manuel G. Vera, State of Florida Professional Surveyor and Mapper No. 2262, consisting of two (2) sheets and stamped as received on 7.15.16.
2. The approval of the site plan is for improvements indicated on submitted plans as follows: Sheet SP-1 stamped as received on 8-11-2016; Sheet LP-1 (only as landscaping within public rights-of-way and as to tree disposition for the entire site) stamped as received on 6-15-2016; sheet labeled Model Lot 1 stamped as received on 6-15-2016 (as to the front elevation of Lot 1); sheet labeled Lot 2 Option B stamped as received on 6-15-2016 (as to front elevation of Lot 2); sheet labeled Model Lot 3 stamped as received on 6-15-2016 (as to front elevation of Lot 3); sheet labeled Model Lot 4 (Shown) stamped as received on 6-15-2016 (as to front elevation of Lot 4); and, sheet labeled Front Elevation Model RC – Lot 5 stamped as received on 8-11-2016 (as to front elevation of Lot 5) . The addition of accessory buildings and structures, installation of swimming pools, decks and walkways that meet all requirements of the LDC shall be permitted without a site plan amendment. However, changes to the footprint of houses, new curb cuts or changes to existing curb cuts, expansions of driveways and similar changes shall require approval of a site plan amendment.
3. The conditions herein shall be applicable to each lot within the Loch Ness Gardens subdivision, regardless of changes in ownership, the schedule and/or phasing of construction or similar factors.
4. The Applicant shall comply with all platting requirements of the Town LDC and Chapter 28 of the Miami-Dade County Code.
5. No certificate of occupancy (CO) shall be issued until the final plat is recorded.
6. Upon recordation of the final plat, the Applicant shall provide the Town with one original on 30 X 36 inch mylar and two paper copies.
7. No additional curb cuts not depicted on the approved site plan shall be allowed onto Loch Ness Drive except where a site plan amendment has been approved allowing such additional curb cut(s).
8. Any tree removals shall be subject to the requirements of Town of Miami Lakes Ordinance 12-151 (tree removal ordinance), including any amendments thereto, and including any requirements to obtain one or more permits.
9. Prior to the issuance of a certificate of completeness/occupancy for the house on Lot 5, a retaining wall at least three feet in height above grade shall be constructed along the rear property line where adjacent to the neighboring property to ensure proper retention of stormwater on the subject site.

10. Each individual lot shall demonstrate compliance with landscaping and minimum tree requirements of Article VII of the LDC and Chapter 18A of the Miami Lakes Town Code, as part of the building permitting process for each house.
11. Prior to commencing construction, a temporary fence including visual screening shall be installed around the property or area under construction to shield construction activities from view.
12. During construction activities, all storage of equipment, vehicles and temporary facilities shall occur within the site, and no such storage shall occur on the right-of-way or Loch Ness Drive or other streets within the Loch Ness subdivision.
13. During construction, the Applicant shall ensure that heavy equipment is not arriving at the site, nor utilizing Loch Ness Drive or NW 67<sup>th</sup> Avenue, during peak commuting times of 7:30 AM through 9:30 AM and 3:30 PM through 7:00 PM.
14. Due to the location of the subject site within an existing residential area, hours of construction shall be further limited than the general requirements of Subsection 16-1(13), as follows: construction shall not occur earlier than 8:00 a.m. Monday through Friday.
15. All improvements in the public right-of-way, including in the proposed right-of-way of Loch Doon Road, shall be subject to public works permits by the Town, and any required permits of Miami-Dade County and other agencies with appropriate jurisdiction. Improvements in the public right-of-way shall meet all Town standards prior to acceptance by the Town, and shall be subject to all restrictions of Section 13-308 and other applicable provisions of the Town LDC.
16. The development of the subject property is subject to all applicable impact fees.
17. Prior to the issuance of the first building permit in the subdivision, the Applicant or property owner shall pay the Mobility Fee due according to Article X, Division 2 of the Town LDC.
18. A building permit shall be approved within one (1) year of the date of issuance of a final development order, unless an extension is granted according to the provisions of the LDC. If a building permit is not obtained, or an extension granted within the prescribed time limit, 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)(3) OF THE TOWN OF MIAMI LAKES LAND DEVELOPMENT CODE FOR A FINAL PLAT ENTITLED “LOCHNESS GARDENS”; APPROVING WITH CONDITIONS A REQUEST IN ACCORDANCE WITH SECTION 13-304 OF THE TOWN OF MIAMI LAKES LAND DEVELOPMENT CODE FOR A SITE PLAN APPROVAL; SUBMITTED FOR PROPERTY LOCATED 7242 LOCH NESS DRIVE, MIAMI LAKES, FLORIDA, FOLIO NUMBER 32-2014-010-1470, IN THE RU-1 ZONING DISTRICT; PROVIDING FINDINGS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR APPROVAL; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATION OF CONDITIONS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR APPEAL; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Subsection 13-308(f)(3) and Section 13-304 of the Town of Miami Lakes’ (the “Town”) Land Development Code (the “LDC”), Comar Ventures Corporation (the “Applicant”) has applied to the Town for approval of a final plat, a copy of the Plat being attached hereto as Exhibit “A” and incorporated herein by reference (the “Final Plat”), for property located at 7242 Loch Ness Drive, Miami-Dade Tax Folio No. 32-2014-010-1470 (“Property”), legally described Tract A, Miami Lakes Loch Ness Section, Plat Book 93, Page 45, and containing approximately 1.7 acres of land,; and

**WHEREAS**, Subsection 13-308(f)(3) of the Town LDC sets forth the authority of the Town Council to consider and act upon an application for a final plat; and

**WHEREAS**, the Town Council approved the associated preliminary plat November 3, 2015, and the proposed final plat is consistent with the approved preliminary plat; and

**WHEREAS**, Subsection 13-304 of the Town LDC and Town Council and Resolution 15-1338 sets forth the authority of the Town Council to consider and act upon an application for site plan approval on the Property; 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 Final Plat was noticed for Tuesday, September 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 Final Plat, and the request for Site Plan Approval, as set forth in the Town's Staff Analysis and Recommendation, a copy of which is on file in the Town's Clerk's Office and incorporated into this Resolution by reference; and

**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 in accordance with the approved preliminary plat; and

**WHEREAS**, the Town Council 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 foregoing recitals are true and correct and are incorporated herein by this reference.

**Section 2. Findings.**

In accordance with Subsection 13-304(h), the Town Council finds that the Application does meet the criteria for Site Plan Approval 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 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.

- (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.

The Town Council further finds that the Application meets the requirements of Subsection 13-308(f) for approval of a final plat, and the conditions of the approval of the preliminary plat in Resolution 15-1338.

**Section 3. Approval of Site Plan.** The Site Plan is hereby approved with conditions as set out in Section 5.

**Section 4. Approval of Final Plat.** Subject to the conditions set forth in Section 5 of this Resolution, the Final Plat for “LOCHNESS GARDENS,” as attached hereto as Exhibit “A”, is approved.

**Section 5. Conditions of Approval.** The Town Council approves the Final Plat in Section 2, above, subject to the following conditions:

1. The approval of the final plat shall be in accordance with the copy of the Final Plat of “LOCHNESS GARDENS” as submitted for approval to the Town Council and prepared by Manuel G. Vera & Associates, Inc., Manuel G. Vera, State of Florida Professional Surveyor and Mapper No. 2262, consisting of two (2) sheets and stamped as received on 7.15.16.
2. The approval of the site plan is for improvements indicated on submitted plans as follows: Sheet SP-1 stamped as received on 8-11-2016; Sheet LP-1 (only as landscaping within public rights-of-way and as to tree disposition for the entire site) stamped as received on 6-15-2016; sheet labeled Model Lot 1 stamped as received on 6-15-2016 (as to the front elevation of Lot 1); sheet labeled Lot 2 Option B stamped as received on 6-15-2016 (as to front elevation of Lot 2); sheet labeled Model Lot 3 stamped as received on 6-15-2016 (as to front elevation of Lot 3); sheet labeled Model Lot 4 (Shown) stamped as received on 6-15-2016 (as to front elevation of Lot 4); and, sheet labeled Front Elevation Model RC – Lot 5 stamped as received on 8-11-2016 (as to front elevation of Lot 5) . The addition of accessory buildings and structures, installation of swimming pools, decks and walkways that meet all requirements of the LDC shall be permitted without a site plan amendment. However, changes to the footprint of houses, new curb cuts or changes to existing curb cuts, expansions of driveways and similar changes shall require approval of a site plan amendment.
3. The conditions herein shall be applicable to each lot within the Loch Ness Gardens subdivision, regardless of changes in ownership, the schedule and/or phasing of construction or similar factors.
4. The Applicant shall comply with all platting requirements of the Town LDC and Chapter 28 of the Miami-Dade County Code.
5. No certificate of occupancy (CO) shall be issued until the final plat is recorded.
6. Upon recordation of the final plat, the Applicant shall provide the Town with one original on 30 X 36 inch mylar and two paper copies.
7. No additional curb cuts not depicted on the approved site plan shall be allowed onto Loch Ness Drive except where a site plan amendment has been approved allowing such additional curb cut(s).

8. Any tree removals shall be subject to the requirements of Town of Miami Lakes Ordinance 12-151 (tree removal ordinance), including any amendments thereto, and including any requirements to obtain one or more permits.
9. Prior to the issuance of a certificate of completeness/occupancy for the house on Lot 5, a retaining wall at least three feet in height above grade shall be constructed along the rear property line where adjacent to the neighboring property to ensure proper retention of stormwater on the subject site.
10. Each individual lot shall demonstrate compliance with landscaping and minimum tree requirements of Article VII of the LDC and Chapter 18A of the Miami Lakes Town Code, as part of the building permitting process for each house.
11. Prior to commencing construction, a temporary fence including visual screening shall be installed around the property or area under construction to shield construction activities from view.
12. During construction activities, all storage of equipment, vehicles and temporary facilities shall occur within the site, and no such storage shall occur on the right-of-way or Loch Ness Drive or other streets within the Loch Ness subdivision.
13. During construction, the Applicant shall ensure that heavy equipment is not arriving at the site, nor utilizing Loch Ness Drive or NW 67<sup>th</sup> Avenue, during peak commuting times of 7:30 AM through 9:30 AM and 3:30 PM through 7:00 PM.
14. Due to the location of the subject site within an existing residential area, hours of construction shall be further limited than the general requirements of Subsection 16-1(13), as follows: construction shall not occur earlier than 8:00 a.m. Monday through Friday.
15. All improvements in the public right-of-way, including in the proposed right-of-way of Loch Doon Road, shall be subject to public works permits by the Town, and any required permits of Miami-Dade County and other agencies with appropriate jurisdiction. Improvements in the public right-of-way shall meet all Town standards prior to acceptance by the Town, and shall be subject to all restrictions of Section 13-308 and other applicable provisions of the Town LDC.
16. The development of the subject property is subject to all applicable impact fees.
17. Prior to the issuance of the first building permit in the subdivision, the Applicant or property owner shall pay the Mobility Fee due according to Article X, Division 2 of the Town LDC.
18. A building permit shall be approved within one (1) year of the date of issuance of a final development order, unless an extension is granted according to the provisions of

the LDC. If a building permit is not obtained, or an extension granted within the prescribed time limit, this approval shall become null and void.

**Section 6. Violations 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 7. Authorization.** Subject to review by the Town Attorney, the Town Manager, the Town Clerk and the Town Surveyor are authorized to sign the face of the Final Plat and to execute any other required documents necessary for approval of the Final Plat consistent with and to implement the intent of the Town Council.

**Section 8. Appeal.** In accordance with Section 13-310 of the Town LDC, the Applicant or any affected party may seek review of development orders of the Town Council by the filing of an appeal or writ of certiorari in the appropriate court as prescribed in the Florida Rules of Appellate Procedure.

**Section 9. Effective date.** This Resolution shall become effective immediately upon adoption hereof.

Passed and adopted this 6<sup>TH</sup> day of September, 2016.

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

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

---

Michael Pizzi  
MAYOR

Attest:

---

Gina Inguanzo  
TOWN CLERK

Approved as to form and legal sufficiency:

---

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

# LOCHNESS GARDENS

A REPLAT OF TRACT "A" OF MIAMI LAKES LOCH NESS SECTION, AS RECORDED IN PLAT BOOK 93, PAGE 45 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LYING IN SECTION 14, TOWNSHIP 52 SOUTH, RANGE 40 EAST, IN THE TOWN OF MIAMI LAKES, MIAMI-DADE COUNTY, FLORIDA

PLAT BOOK      PAGE       
SHEET 1 OF 2 SHEETS

MANUEL G. VERA & ASSOCIATES, INC.  
ENGINEERS - LAND SURVEYORS - PLANNERS  
13960 SW. 47th STREET MIAMI, FLORIDA 33175  
PHONE: (305) 221-6210 FAX: (305) 221-1295  
JANUARY 2016

## KNOW ALL MEN BY THESE PRESENTS:

THAT COMAR VENTURES CORP, A FLORIDA CORPORATION, HAS CAUSED TO BE MADE THE ATTACHED PLAT ENTITLED LOCHNESS GARDENS, THE SAME BEING A REPLAT OF THE FOLLOWING DESCRIBED PROPERTY:

## LEGAL DESCRIPTION:

TRACT "A" OF "MIAMI LAKES LOCH NESS SECTION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 93, AT PAGE 45, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA,

## IN WITNESS WHEREOF:

THE SAID COMAR VENTURES CORP, A FLORIDA CORPORATION, HAS CAUSED THESE PRESENTS TO BE SIGNED FOR AND ON ITS BEHALF BY RODOLFO CORUJO, VICE PRESIDENT OF COMAR VENTURES CORP, A FLORIDA CORPORATION AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED IN THE PRESENCE OF THESE TWO WITNESSES THIS 28 DAY OF MAY A.D., 2016.

COMAR VENTURES CORP, A FLORIDA CORPORATION  
WITNESS: [Signature] BY: [Signature]  
PRINT: YIMY PEREZ PRINT: Rodolfo Corujo  
WITNESS: [Signature] TITLE: Vice President  
PRINT: Janier Alonso

## ACKNOWLEDGEMENT:

STATE OF FLORIDA SS:  
COUNTY OF MIAMI-DADE

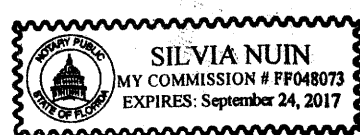
I HEREBY CERTIFY: THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, RODOLFO CORUJO, VICE PRESIDENT OF COMAR VENTURES CORP, A FLORIDA CORPORATION WHO IS PERSONALLY KNOWN TO ME AND WHO EXECUTED THE FOREGOING INSTRUMENT FREELY AND VOLUNTARILY AS SUCH OFFICER FOR THE PURPOSES THEREIN EXPRESSED AND WHO DID NOT TAKE AN OATH.

WITNESS MY HAND AND OFFICIAL SEAL THIS 28 DAY OF MAY A.D., 2016.

MY COMMISSION NUMBER: FP048073

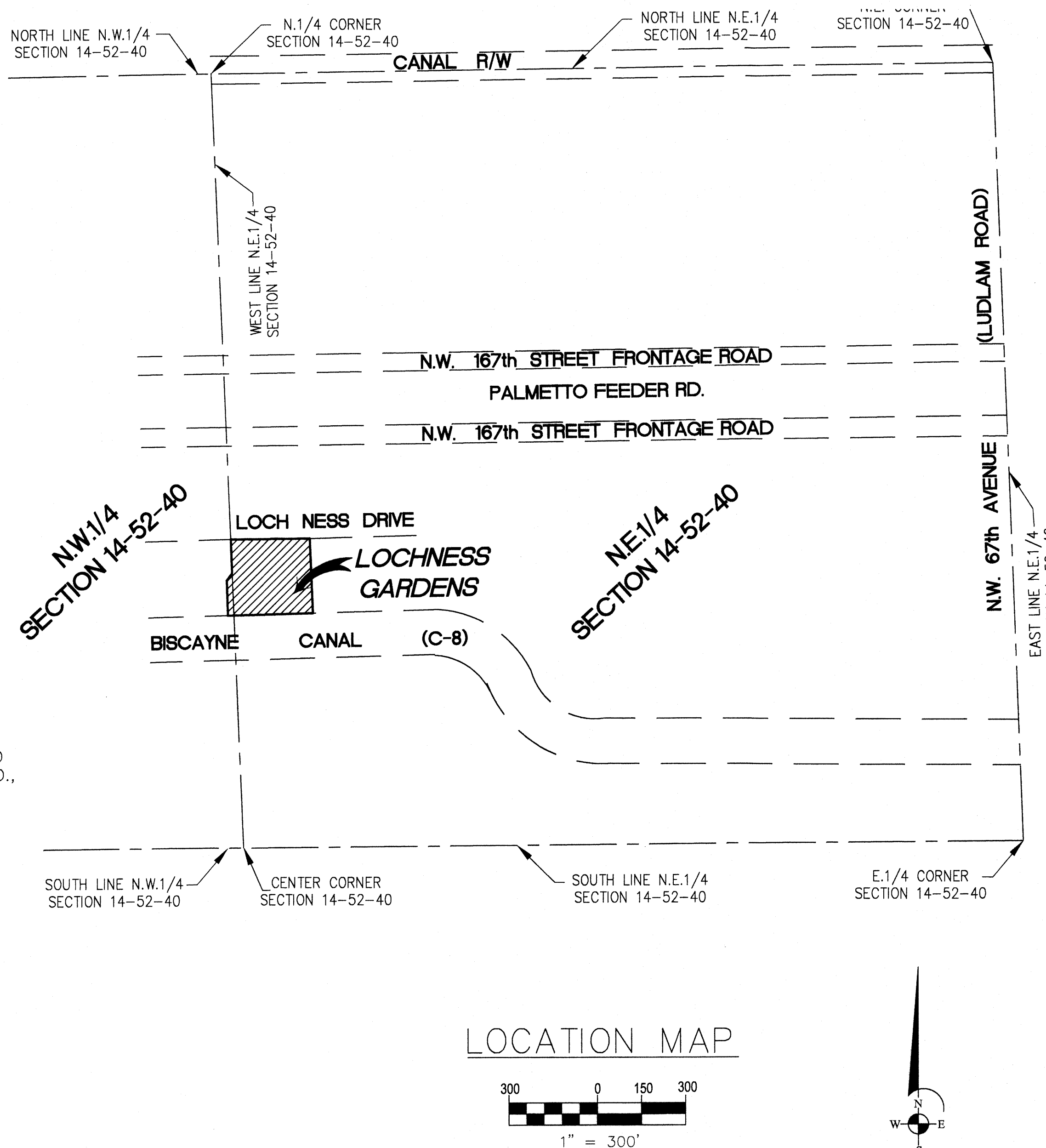
MY COMMISSION EXPIRES: SEPTEMBER 24, 2017

BY: [Signature]  
SILVIA NUIN  
PRINTED NAME OF ACKNOWLEDGER  
NOTARY PUBLIC,  
STATE OF FLORIDA AT LARGE



## NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.



## TOWN OF MIAMI LAKES PLAT RESTRICTIONS:

THAT LOCH NESS DRIVE AND LOCH DOON ROAD AS SHOWN ON THE ATTACHED PLAT, TOGETHER WITH ALL EXISTING AND FUTURE PLANTING, TREES, SHRUBBERY, AND FIRE HYDRANTS THEREON ARE HEREBY DEDICATED TO THE PERPETUAL USE OF THE PUBLIC FOR PROPER PURPOSES, RESERVING TO THE DEDICATORS, THEIR SUCCESSORS OR ASSIGNS THE REVERSION OR REVERSIONS THEREOF, WHENEVER DISCONTINUED BY LAW.

## MIAMI-DADE COUNTY PLAT RESTRICTIONS:

THAT INDIVIDUAL WELLS SHALL NOT BE PERMITTED WITHIN THIS SUBDIVISION, EXCEPT FOR SWIMMING POOLS, SPRINKLER SYSTEMS AND/OR AIR CONDITIONERS.

THAT THE USE OF SEPTIC TANKS WILL NOT BE PERMITTED WITHIN THIS SUBDIVISION, UNLESS APPROVED FOR TEMPORARY USE, IN ACCORDANCE WITH COUNTY AND STATE REGULATIONS.

THAT ALL NEW ELECTRIC AND COMMUNICATION LINES, EXCEPT TRANSMISSION LINES, WITHIN THIS SUBDIVISION, SHALL BE INSTALLED UNDEGROUND.

## OWNERS PLAT RESTRICTION:

THAT THE UTILITY EASEMENTS AT THE SIDES AND/OR FRONT OF CERTAIN LOTS AS SHOWN BY DASHED LINES ON THE ATTACHED PLAT ARE HEREBY RESERVED FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES.

## TOWN OF MIAMI LAKES APPROVAL:

THIS PLAT WILL NOT RESULT IN A REDUCTION IN THE LEVEL OF SERVICES FOR THE AFFECTED PUBLIC FACILITIES BELOW THE LEVEL OF SERVICES PROVIDED IN THE TOWN'S COMPREHENSIVE PLAN; THEREFORE, IT WAS APPROVED AND THE FOREGOING DEDICATIONS WERE ACCEPTED AND APPROVED BY RESOLUTION No.     , PASSED AND ADOPTED BY TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, MIAMI-DADE COUNTY, FLORIDA, THIS      DAY OF      A.D., 2016.

SIGNED:      TOWN MANAGER  
PRINT NAME:     

ATTEST:      TOWN CLERK  
PRINT NAME:     

THIS PLAT HAS BEEN REVIEWED BY A PROFESSIONAL SURVEYOR AND MAPPER UNDER CONTRACT TO THE TOWN OF MIAMI LAKES, IN ACCORDANCE WITH SECTION 177.081(i), FLORIDA STATUTES, WHO AGREES THAT THE LOTS AND OTHER FEATURES AS SHOWN ON THIS PLAT CONFORMS TO CHAPTER 177.081(i), FLORIDA STATUTES.

BY:       
PRINT NAME:       
PROFESSIONAL SURVEYOR AND MAPPER No.       
STATE OF FLORIDA

## MIAMI-DADE COUNTY APPROVAL:

THE DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES CERTIFIES THAT THIS PLAT APPEARS TO CONFORM TO ALL THE REQUIREMENTS OF CHAPTER 28 OF THE MIAMI-DADE COUNTY, CODE.

CERTIFIED THIS      DAY OF      A.D., 2016

BY:      DIRECTOR

## RECORDING STATEMENT:

FILED FOR RECORD THIS      DAY OF      A.D., 2016  
AT      M., IN BOOK      OF PLATS, AT PAGE       
OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.  
THIS PLAT COMPLIES WITH THE LAWS OF THE STATE OF FLORIDA AND MIAMI-DADE COUNTY, FLORIDA.

HARVEY RUVIN  
CLERK OF CIRCUIT COURT  
BY:      DEPUTY CLERK

## SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY: THAT THE ATTACHED PLAT ENTITLED LOCHNESS GARDENS IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS AS RECENTLY SURVEYED AND PLATTED UNDER MY DIRECTION; THAT THE SURVEY DATA AS SHOWN ON THIS PLAT COMPLIES WITH THE APPLICABLE REQUIREMENTS OF CHAPTER 177, PART I, FLORIDA STATUTES, AND THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN SET.

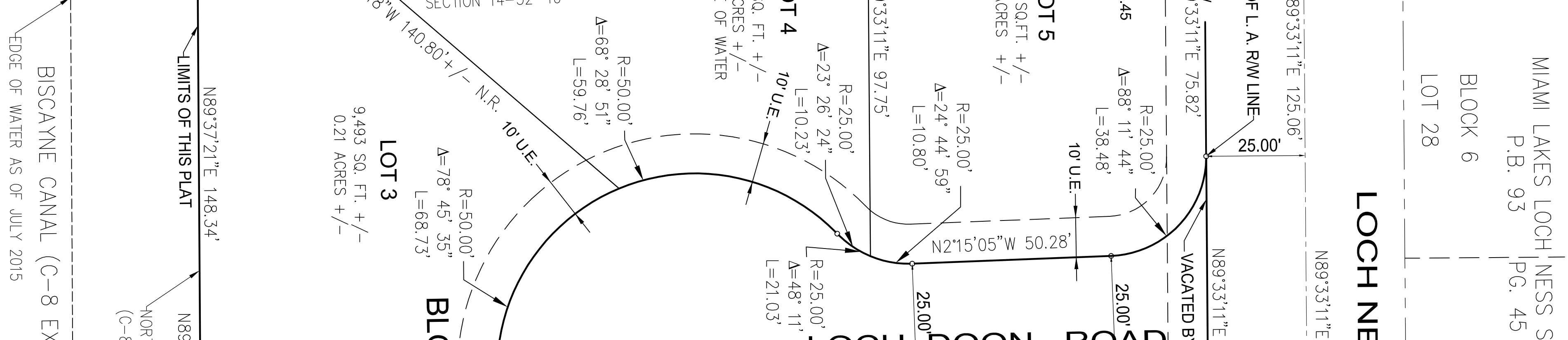
MANUEL G. VERA & ASSOCIATES, INC.  
13960 S.W. 47th ST. MIAMI, FL 33175  
CERTIFICATE OF AUTHORIZATION No. LB2439

[Signature]  
MANUEL G. VERA, SECRETARY  
PROFESSIONAL SURVEYOR AND MAPPER  
No.2262, STATE OF FLORIDA.



PLAT BOOK\_\_\_\_ PAGE\_\_\_\_  
SHEET 2 OF 2 SHEETS

SHEET 2 OF 2 SHEETS



33°11' E 97.75'

- 
- Figure 4 is a technical diagram of a curved structure, possibly a ship's hull or a large pipe. It features a central curved line with several points marked. The diagram includes the following dimensions and angles:
- Top left:  $R=25.00'$ ,  $\Delta=23^\circ 26' 24''$ ,  $L=10.23'$
  - Top right:  $R=50.00'$ ,  $\Delta=68^\circ 28' 51''$ ,  $L=29.76'$
  - Bottom left:  $R=25.00'$ ,  $\Delta=48^\circ 11'$ ,  $L=21.03'$
  - Bottom right:  $R=25.00'$ ,  $\Delta=21.03'$
- A note at the bottom center reads: "0. FT. +/- TOL. OF WATER".

N.R.

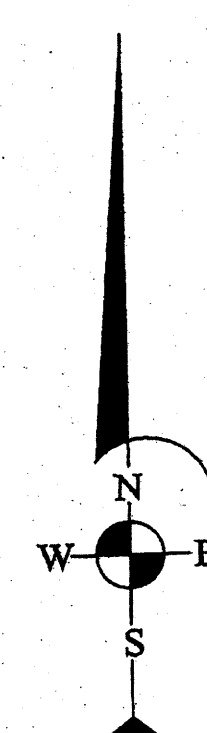
$\Delta = 78^{\circ} 45' 35''$   
 $L = 68.73'$

THIS

HARVE  
CLERK  
BY:---

AD, 2016 AT ;  
PUBLIC RECORDS OF MIAMI-DADE COUNTY,  
DADE COUNTY, FLORIDA.





BLOCK 6 (P.B. 93, PG. 45)

LOCH NESS DRIVE

LOCH NESS LANE

LOCH DOON ROAD

TRACT P-51  
(P.B. 93, PG. 45)

LOCH NESS LAKE  
(P.B. 93, PG. 45)

TREE TABULATION SHEET			
No.	COMMON NAME	DIAM. (IN.)	HEIGHT (FT.)
1	OAK	0.5	15
2	ROYAL POINCIANA	2.0	30
3	OAK	0.4	15
4	ROYAL POINCIANA	2.5	40
5	PALM	0.7	20
6	ROYAL POINCIANA	2.5	40
7	ROYAL POINCIANA	2.3	40
8	ROYAL POINCIANA	2.3	40
9	MAHOGANY	2.5	20
10	ROYAL POINCIANA	3.5	40
11	PALM	1.0	30
12	PALM	1.0	30
13	ROYAL POINCIANA	2.5	30
14	PALM	0.8	20
15	PALM	0.8	20
16	OAK	2.5	20
17	AVOCADO	2.0	20
18	PALM	1.5	10
19	PALM	1.5	10
20	OAK	1.7	25
21	PALM	1.5	12
22	FRUIT TREE	1.5	25
23	PALM	1.0	15
24	PALM	1.0	15
25	PALM	1.0	15
26	PALM	1.0	15
27	MANGO	2.0	20
28	COCONUT	0.5	25
29	COCONUT	0.5	25
30	COCONUT	0.5	25
31	COCONUT	0.5	25
32	MAHOGANY	1.2	25
33	MAHOGANY	1.2	25
34	PALM	0.5	25
35	PALM	0.5	25
36	PALM	0.5	25
37	PALM	0.5	25

R = REMOVE  
RR = REMOVE AND REPLACE

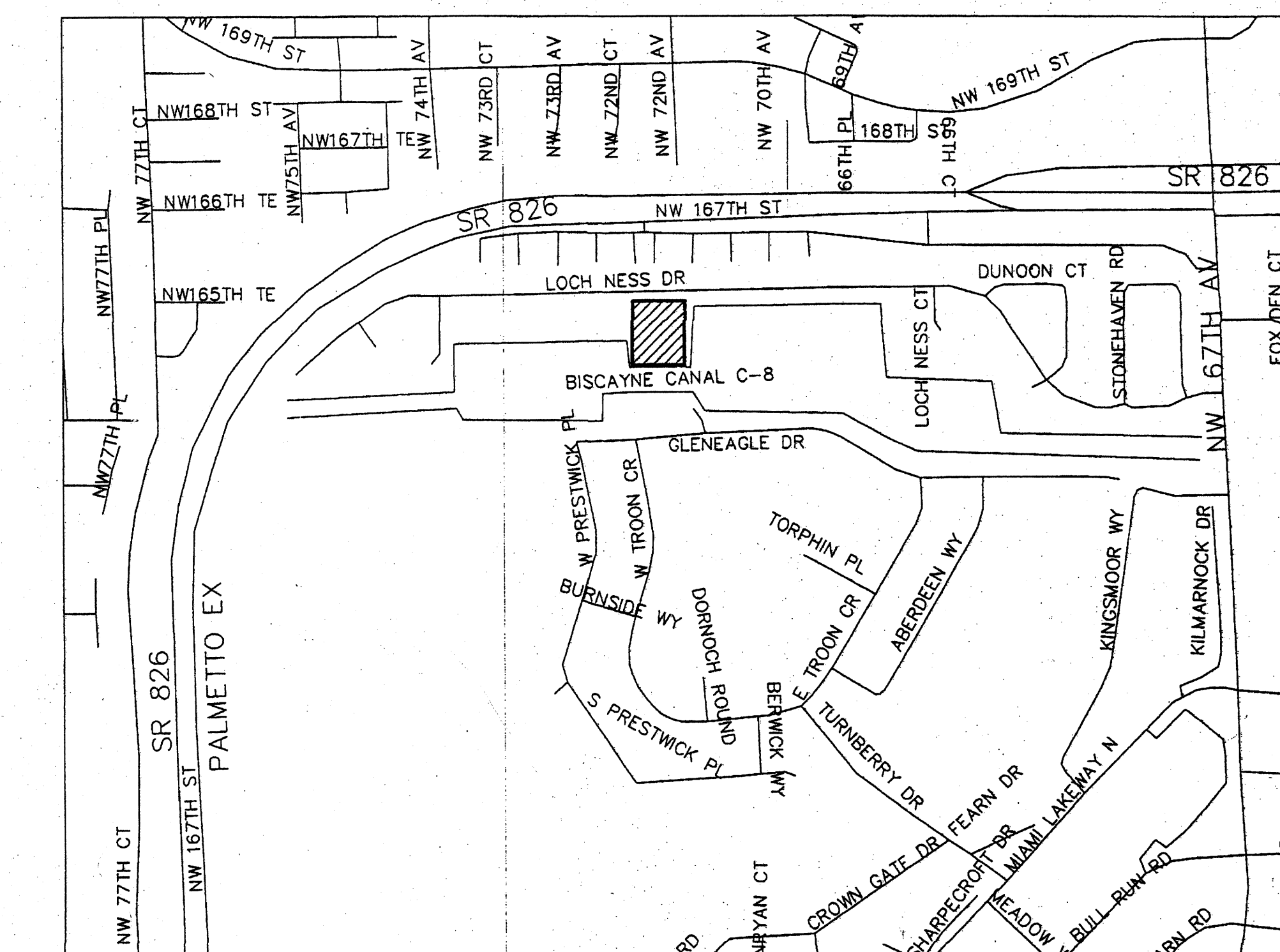
LINES TYPE:

— X — CHAIN LINK FENCE  
— LOT LINE  
— EASEMENT  
— CENTER LINE

LEGEND:

SEWER MANHOLE  
FLORIDA POWER AND LIGHT TRANSFORMER  
CENTER LINE  
CATCH BASIN  
SIGN

ABBREVIATIONS:  
C.B.S. = DENOTES CONCRETE BLOCK STUCCO  
FD. = DENOTES FOUND  
I.P. = DENOTES IRON PIPE  
P.B. = DENOTES PLAT BOOK  
PG. = DENOTES PAGE  
T.B.M. = DENOTES TEMPORARY BENCH MARK  
N & D = DENOTES NAIL AND DISC  
D.H. = DENOTES DRILL HOLE  
RW = DENOTES RIGHT-OF-WAY  
PL = DENOTES PLANTER OR LANDSCAPED AREA  
EL = DENOTES ELEVATION  
F.F. = DENOTES FINISHED FLOOR  
C.C. = DENOTES CONCRETE  
C.H.L. = DENOTES CHAIN LINK FENCE  
E = ENTRY  
C.T. = COVERED TERRACE



LEGAL DESCRIPTION:

TRACT "A" OF "MIAMI LAKES LOCH NESS SECTION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 93, AT PAGE 45, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

LOCATION MAP

NOT TO SCALE

SITE PLAN

SCALE: 1" = 20'

LOCHNESS GARDENS

A REPLAY OF TRACT "A" OF MIAMI LAKES LOCH NESS SECTION, AS RECORDED IN PLAT BOOK 93, PAGE 45 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LYING IN SECTION 14, TOWNSHIP 52 SOUTH, RANGE 40 EAST, IN THE TOWN OF MIAMI LAKES, MIAMI-DADE COUNTY, FLORIDA.

ZONING TABULATION

DISTRICT	Min. Lot Size	Min. Lot Width	Front Setback	Rear Setback	Interior Side Setback	Street Side Setback	Max. Lot Coverage	Building Size	Building Height	IMPERVIOUS AREA INCLUDES BUILDING	PERVIOUS AREA
RU-1	7,500 sq. ft.	75'	25'	25'	10% of lot width, 5' min., 7.5' max.	15'	40% for 1 story; 35% for 2 story	2,000 sq. ft. min.	35' TWO STORES	50.0%	50.0%
RU-1 Accessory Buildings			Not permitted	5'	5'	15'	20% of required rear yard	350 sq. ft. max. size per structure	15' ONE STORY		
LOT 1	13072	130.2	25'	25'	31'	15'	24.92%	3200.0	15'	50.0%	50.0%
2	14196	141.96	25'	25'	32.0'	—	24.80%	3521.0	19.4'	41.24%	58.76%
3	9443	94.43	25'	25'	10.0'	—	22.31%	2118.0	28.0'	46.33%	53.67%
4	10807	108.07	25'	25'	33'	—	17.58%	1900.0	26.0'	35.62%	64.38%
5	8371	83.71	25'	25'	7.5'	15'	37.33%	3125.0	19.0'	59.73%	40.27%

NOTE: NO VARIANCE REQUIRED FOR INDIVIDUAL LOTS.  
ALL WORK IN COMPLIANCE WITH TOWN OF MIAMI LAKES PLANNING AND ZONING ORDINANCES & FEB. 2014.

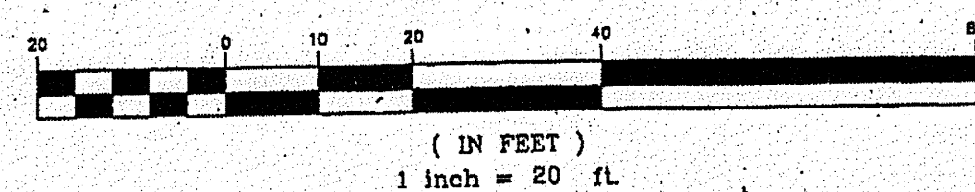
CARLOS A. MARTI-ARCHITECT  
AR 0005144  
13600 SW 32ND STREET  
MIAMI, FLORIDA 33155  
TELEPHONE: (305) 228-8460

DATE: 03.14.2016  
DRAWN BY: CM  
SCALE: 1"=20'  
JOB No. 2016.32

REVISIONS:  
3/13/2016 PLANNING DEPT REVIEW  
5/30/2016 PLANNING DEPT REVIEW  
7/17/2016 PLANNING DEPT REVISION

SP - SITE PLAN





BLOCK 6 (P.B. 93, PG. 45)

LOCH NESS DRIVE

# LOCKNESS LANE






No.	COMMON NAME	DIAM (FT.)	HEIGHT (FT.)	SPREAD (FT.)
1	OAK	0.5	15	15
2	ROYAL POINCIANA	2.0	30	30
3	OAK	0.4	15	20
4	ROYAL POINCIANA	2.5	40	18
5	PALM	0.7	20	12
6	ROYAL POINCIANA	2.5	40	40
7	ROYAL POINCIANA	2.3	40	30
8	ROYAL POINCIANA	2.3	40	30
9	MAHOGANY	2.5	20	40
10	ROYAL POINCIANA	3.5	40	30
11	PALM	1.0	30	15
12	PALM	1.0	30	15
13	ROYAL POINCIANA	2.5	30	60
14	PALM	0.8	20	10
15	PALM	0.8	20	10
16	OAK	2.5	20	40
17	AVOCADO	2.0	20	40
18	PALM	1.5	10	18
19	PALM	1.5	10	15
20	OAK	1.7	25	20
21	PALM	1.5	12	15
22	FRUIT TREE	1.5	25	40
23	PALM	1.0	15	6
24	PALM	1.0	15	6
25	PALM	1.0	15	6
26	PALM	1.0	15	6
27	MANGO	2.0	20	30
28	COCONUT	0.5	25	20
29	COCONUT	0.5	25	20
30	COCONUT	0.5	25	20
31	COCONUT	0.5	25	20
32	MAHOGANY	1.2	25	30
33	MAHOGANY	1.2	25	30
34	PALM	0.5	25	6
35	PALM	0.5	25	6
36	PALM	0.5	25	6
37	PALM	0.5	25	6

R - REMOVE  
RR - REMOVE AND REPLACE

**LINES TYPE:**

- \_\_\_\_\_ X \_\_\_\_\_ CHAIN LINK FENCE  
 \_\_\_\_\_ LOT LINE  
 \_\_\_\_\_ EASEMENT  
 \_\_\_\_\_ CENTER LINE

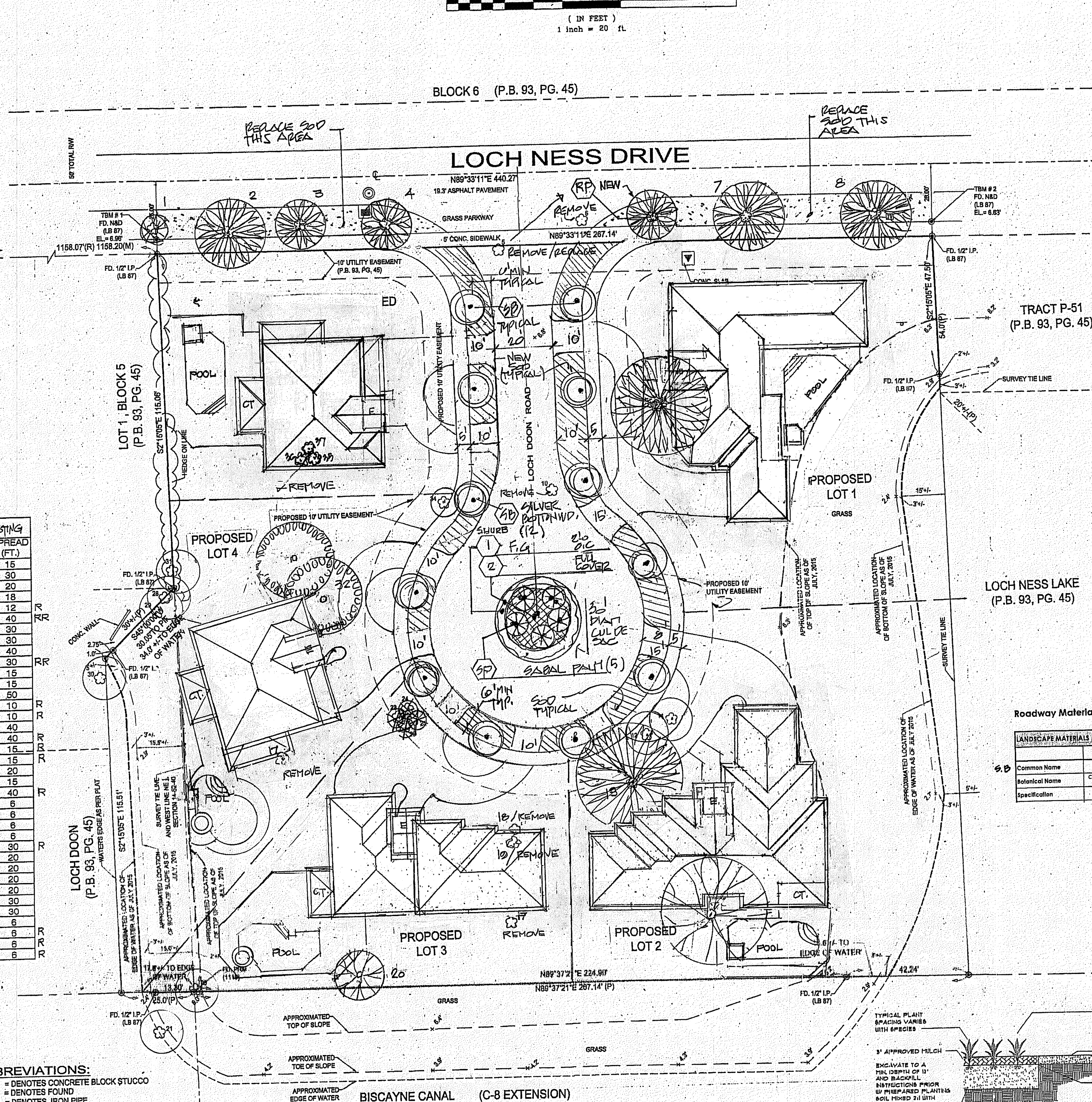
**LEGEND:**

-  SEWER MANHOLE  
 FLORIDA POWER AND LIGHT TRANSFORMER  
 CENTER LINE  
 CATCH BASIN  
 SIGN

ABBREVIATIONS:

**ADDENDUM**

C.B.S. = DENOTES CONCRETE BLOCK \$TUCCO  
FD. = DENOTES FOUND  
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N & D = DENOTES NAIL AND DISC  
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PL = DENOTES PLANTER OR LANDSCAPED AREA  
EL = DENOTES ELEVATION  
F.F. = DENOTES FINISHED FLOOR  
Cong. = DENOTES CONCRETE  
Ch.L.F. = DENOTES CHAIN LINK FENCE



LEGAL DESCRIPTION:

TRACT "A" OF "MIAMI LAKES LOCH NESS SECTION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 93, AT PAGE 45, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

## PROPOSED STREET SCAPE

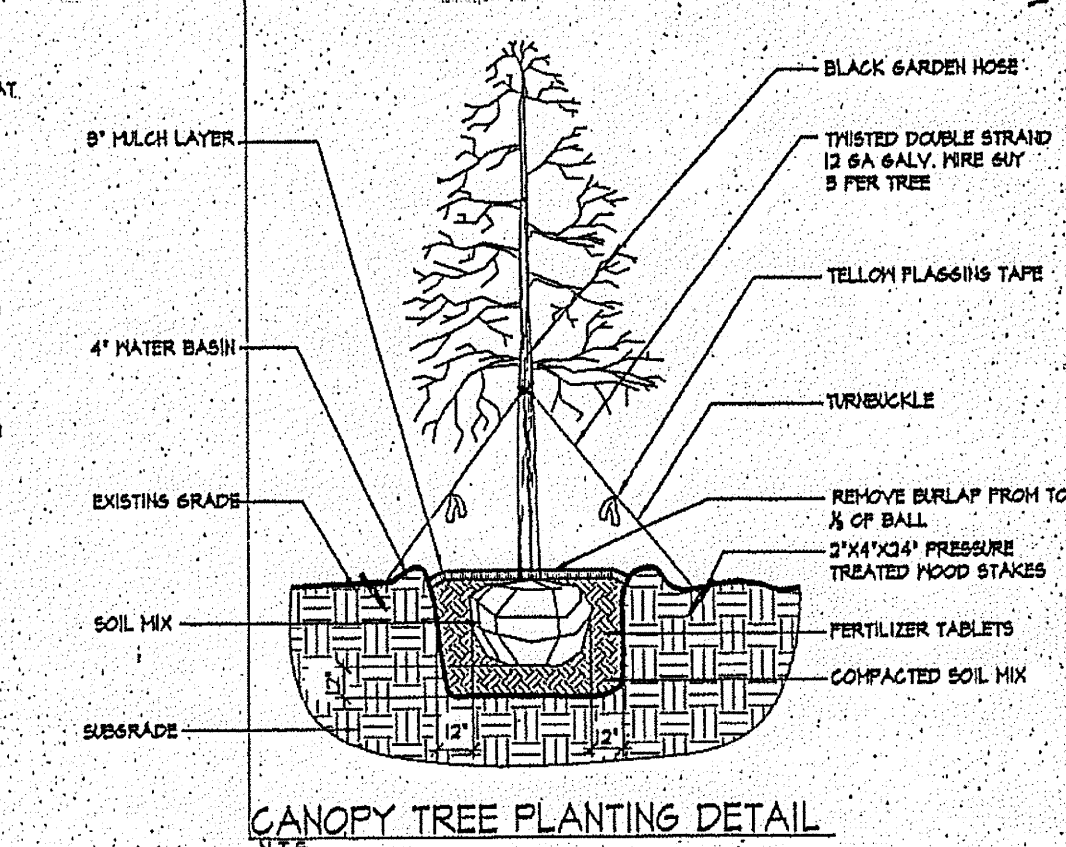
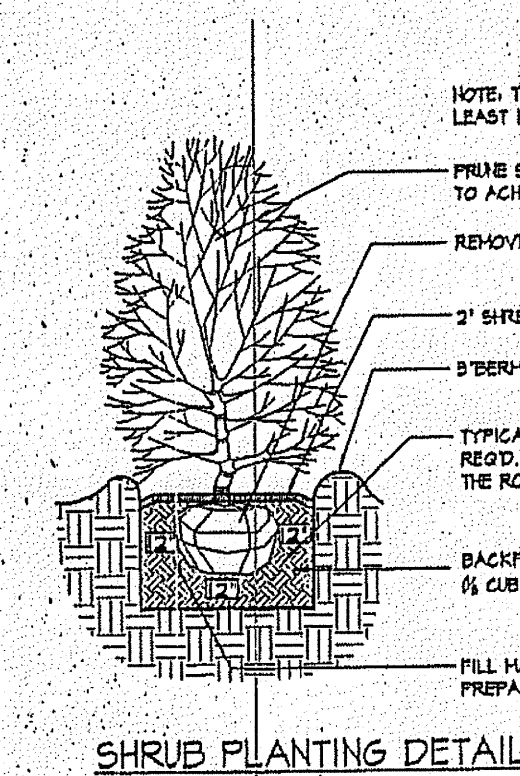
NOTES:  
A- ALL S&O ST. AUGUSTINE / GRADE No. 1 (NEW WORK)  
B- ALL NEW TREES AND SHRUBS TO COMPLY W/ BEAUTIFICATION MASTER PLAN  
TOWN OF MIAMI LAKES  
C- IRRIGATION TO CULDESAC BN. CITY OF MIAMI LAKES  
IRRIGATION TO SWALE AREAS BN. CITY OF MIAMI LAKES.

### Roadway Materials List

LANDSCAPE MATERIALS	
	Ornamental Tree
Common Name	Silver Buttonwood
Botanical Name	<i>Cahocarpus erectus var. seniceus</i>
Specification	15' tall X 15' wide; 3" caliper

### Cul-de-sac Materials List

LANDSCAPE MATERIALS		SPECIFICATIONS			
	Shade Tree	Ornamental Tree	Shrub No. 1	Shrub No. 2	Groundcover
Common Name	N/A	Burk Yellowwood	Falcateleafed Grass	Red Top Cocksfoot	St. Augustine Sod
Botanical Name	N/A	<i>Conocarpus erectus</i> var. <i>terrestris</i>	<i>Hypericum</i> dark-leaved	<i>Chrysoides</i> black-top Red Top	<i>Stenotaphrum secundatum</i>
Specification	N/A	15' tall x 15' wide 2" caliper	3 gal.; 24" tall x 12" wide	3 gal.; 18" tall x 12" wide	Sold Sod



### GROUND COVER PLANTING DETAILS

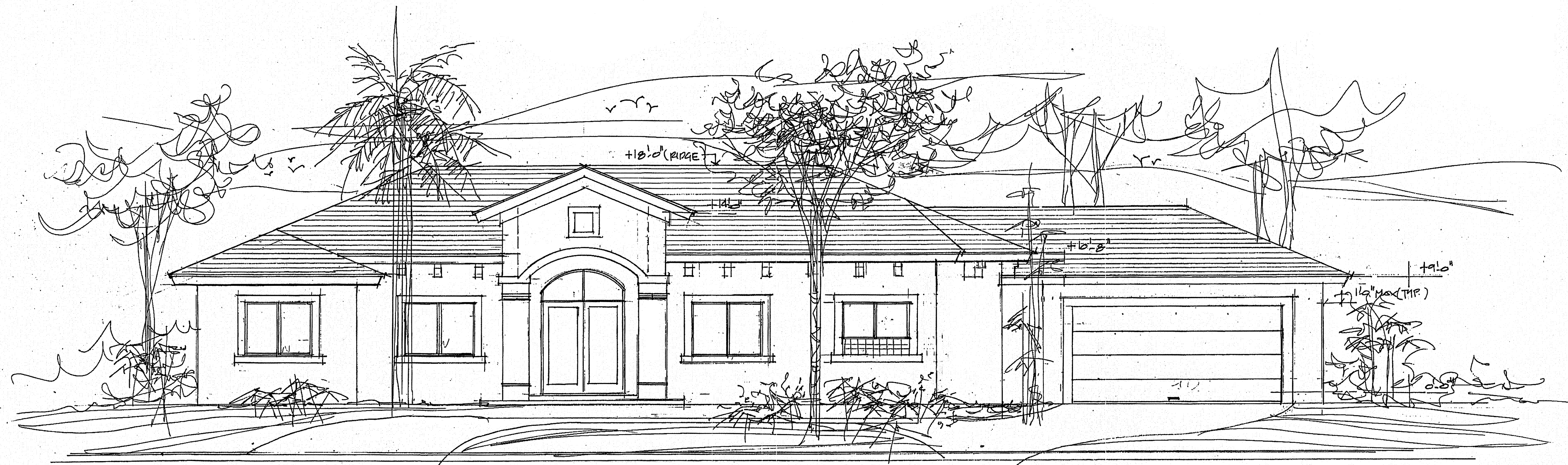
**Gam** CARLOS A. MARTI-ARCHITECT  
AR 0005744  
13600 SW 52ND STREET  
MIAMI, FLORIDA 33175  
TELEPHONE: (305) 228-8460

## Landscaping PLAN

DATE:	REVISIONS:
3/31/2016	PLANNING DEPT. REVIEW

DATE	DRAWN BY	SCALE	LP	JOB No.
03.14.2016	CM	1"=20'		2016.30





**FRONT ELEVATION.**  
SCALE : 1/4" = 1'-0"

**MODEL: LOT. 1**

REV	BY

**LOCH NESS GARDENS**  
7242 LOCH NESS GARDENS  
MIAMI, FLORIDA

**CARLOS A. MARTI-ARCHITECT**  
AR 000514  
15600 SW 32ND STREET  
MIAMI, FLORIDA 33155  
TELEPHONE: (305) 228-9460

RECEIVED  
06.15.16

scale:  
drawn: CAM  
date: 5.30.2016  
job: 2016.33  
sheet

A-2





**FRONT ELEVATION.**

SCALE: 1/4" = 1'-0"

**MODEL: LOT. 2 OPTION B**

REV	BY

**LOCH NESS GARDENS**  
7242 LOCH NESS GARDENS  
MIAMI, FLORIDA

**CARLOS A. MARTI-ARCHITECT**

AR 0005744  
15600 SW 32ND STREET  
MIAMI, FLORIDA 33175  
TELEPHONE: (305) 228-9460

RECEIVED  
2016.04.24

scale:  
drawn: CAP  
date: 5.30.2016  
job: 2016.34  
sheet

**A-2**





**FRONT ELEVATION.**  
SCALE : 1/4" = 1'-0"

**MODEL: LOT. 3**

REV	BY

**LOCH NESS GARDENS**  
7242 LOCH NESS GARDENS  
MIAMI, FLORIDA  
FOR REAL ESTATE INVESTMENT LLC

**CARLOS A. MARTI-ARCHITECT**  
AR 0005784  
15600 SW 32ND STREET  
MIAMI, FLORIDA 33175  
TELEPHONE (305) 228-8460

RECEIVED  
R 06/15/2016

scale: NOTED  
drawn: CART  
date: 5.30.2016  
job: 2016.35  
sheet

A-3





**FRONT ELEVATION.**

SCALE : 1/4" = 1'-0"

**MODEL: LOT. 4 (SHOWN)  
AND LOT. 5 (REVERSED)**

revisions	by

**LOCH NESS GARDENS**  
7242 LOCH NESS GARDENS  
MIAMI, FLORIDA

**CARLOS A. MARTI-ARCHITECT**  
AR 000514  
13600 SW 32ND STREET  
MIAMI, FLORIDA 33175  
TELEPHONE: (305) 228-8460

scale: 1/4"=1'-0"  
date 5.20.2016  
drawn N.A.  
job 2016.32  
sheet  
A-3  
of sheets

RECEIVED  
05/20/16





**FRONT ELEVATION. MODEL RC-** Lot 5  
 SCALE : 1/4" = 1'-0"

RECEIVED  
 2016

LOCH NESS GARDENS  
 7242 LOCH NESS GARDENS  
 MIAMI, FLORIDA

CARLOS A. MARTI-ARCHITECT  
 AR 0005794  
 15600 SW 32ND STREET  
 MIAMI, FLORIDA, 33175  
 TELEPHONE: (305) 228-9460

scale:  
 drawn: CAR  
 date: 5.30.2016  
 job: 2016.34  
 sheet

A-2

## Brandon R. Schaad

---

**From:** Donald Spicer <Dspicer@ksfla.com>  
**Sent:** Monday, July 18, 2016 10:56 AM  
**To:** Silvia Nuin; Brandon R. Schaad  
**Cc:** Rudy; Stacy Allen; Kelly Stout  
**Subject:** RE: Plat Review

I have reviewed the latest PDF sent on 7/15/2016 and have found that all comments have been resolved and there are no further comments.

Sincerely,

*Donald A. Spicer*

Senior Project Surveyor



### Corporate Headquarters

6500 North Andrews Avenue  
Ft. Lauderdale, FL 33309-2132  
Phone: (954) 776-1616  
Fax: (954) 351-7643  
Mobile: (954) 325-7091

[www.ksfla.com](http://www.ksfla.com)



---

**From:** Silvia Nuin [mailto:snuin@mgvera.com]  
**Sent:** Friday, July 15, 2016 9:14 AM  
**To:** Brandon R. Schaad <schaadb@miamilakes-fl.gov>; Donald Spicer <Dspicer@ksfla.com>  
**Cc:** Rudy <rcorujo@pinnacle2000.com>; Stacy Allen <AllenS@miamilakes-fl.gov>; Kelly Stout <KStout@ksfla.com>  
**Subject:** RE: Plat Review

Good morning all,

Attached is the pdf of Lockness Gardens final plat sheet 2.  
All modifications as requested by the City Surveyor have been addressed and we are ready to prepare the mylar.

Donald, please review and let me know if you need any additional information.  
Thank you,

Silvia Nuin P.S.M.





## OPINION OF TITLE

### **TO: TOWN OF MIAMI LAKES**

With the understanding that this Opinion of Title is furnished to TOWN OF MIAMI LAKES, as an inducement for acceptance of a Declaration of Use/Unity of Title/Declaration of Restrictions/Development Agreement or in compliance with Chapter 28, and as an inducement for acceptance of a proposed final subdivision plat covering the real property, hereinafter described, it is hereby certified that I have examined a complete "Abstract of Title" and certified computer update covering the period from March 16<sup>th</sup>, 2013, to April 28<sup>th</sup>, 2016 at 8:00 a.m., inclusive, of the following described real property:

**Folio No.: 32-2014-010-1470**

**Tract A of MIAMI LAKES LOCH NESS SECTION, according to the Plat thereof, recorded in Plat Book 93, Page 45, of the Public Records of Miami-Dade County, Florida.**

Basing my opinion on said complete abstract or title policy covering said period I am of the opinion that on the last mentioned date the fee simple title to the above described real property was vested in: **COMAR VENTURES CORP, a Florida corporation.**

With RODOLFO CORUJO, as Secretary, authorized to sign on behalf of COMAR VENTURES CORP, a Florida corporation.

**Note:** For Limited Partnership or Joint Venture indicate parties comprising the Limited Partnership or Joint Venture and identify who is authorized to execute.

Subject to the following encumbrances, liens and other exceptions:

1. **RECORDED MORTGAGES:** Balloon Mortgage and Assignment of Leases, Rents and Profits, executed by Comar Ventures Corp. on March 7<sup>th</sup>, 2013, in favor of Thomas N. Toms, as Trustee under the Martha Jane Toms Revocable Trust dated June 16, 2000 (First Restatement dated June 26, 2009), recorded on March 18<sup>th</sup>, 2013, in Official Records Book 28534, Pages 1675-1690 of the Public Records of Miami-Dade County, Florida.
2. **RECORDED CONSTRUCTION LIENS, CONTRACT LIENS AND JUDGMENTS:** NONE
3. **GENERAL EXCEPTIONS:**  
All taxes for the year in which this opinion is rendered, unless noted below that such taxes have been paid.  
Rights of persons other than the above owners who are in possession.  
Facts that would be disclosed upon accurate survey.  
Any unrecorded labor, mechanics or materialmen's liens.  
Zoning and other restrictions imposed by governmental authority.

4. **SPECIAL EXCEPTIONS:**

Agreement for Water and Sanitary Sewer Facilities between Miami-Dade County and Comar Ventures Corp., recorded In Official Records Book 29867, Page 4510-4531.

None of the exceptions listed above will restrict the use of the property for the purposes set forth in the water and sewer agreement, assignment, warranty deed, easement, covenant and unity of title, as applicable.

**I HEREBY CERTIFY** that I have reviewed all the aforementioned encumbrances and exceptions.

Therefore, it is my opinion that the following party(ies) must join in the agreement in order to make the agreement a valid and binding covenant on the lands described herein.

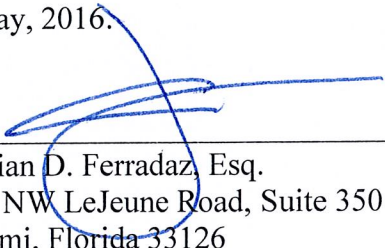
<b><u>Name</u></b>	<b><u>Interest</u></b>	<b><u>Special Exception No.</u></b>
Thomas N. Toms, as Trustee under the Martha Jane Toms Revocable Trust dated 6/16/2000	Mortgagee	No. 1

The following is a description of the aforementioned abstract and its continuations:

<b><u>Number</u></b>	<b><u>Company Certifying No. of Entries Period Covered</u></b>
<b><u>1062-3549845</u></b>	<b><u>First American Title Insurance Company</u></b>

I, the undersigned, further certify that I am an attorney-at-law duly admitted to practice in the State of Florida and am a member in good standing of the Florida Bar

Respectfully submitted this 2<sup>nd</sup> day of May, 2016.

  
\_\_\_\_\_  
Adrian D. Ferradaz, Esq.  
782 NW LeJeune Road, Suite 350  
Miami, Florida 33126  
Florida Bar No. 339040  
(305) 442-9804

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 2nd day of May, 2016, by ADRIAN D. FERRADAZ, ESQ., who is personally known to me.



MARIA RIVERO  
MY COMMISSION # EE 207373  
EXPIRES: June 28, 2016  
Bonded Thru Budget Notary Services



\_\_\_\_\_  
NOTARY PUBLIC STATE OF FLORIDA

**Brandon R. Schaad**

---

**From:** John Sharp <sharpy00@bellsouth.net>  
**Sent:** Tuesday, August 30, 2016 12:47 PM  
**To:** Planning-Zoning  
**Subject:** Hearing PHSP2016-002

To the Miami Lakes Town Council

I, John Sharp, owner of 16503 Loch Ness Lane, hereby express to object to the building of 5 single family homes on folio # 32-2014-010-1470 (7242 Loch Ness Drive) by Comar Ventures Corporation.

Please feel free to contact me at 305-498-8978 if you need anything further.

Thank you

John Sharp





6601 Main Street • Miami Lakes, Florida, 33016

Office: (305) 364-6100 • Fax: (305) 558-8511

Website: [www.miamilakes-fl.gov](http://www.miamilakes-fl.gov)

"Loch Ness Gardens Site Plan"

## PLANNING AND ZONING PUBLIC HEARING APPLICATION

PHSP2016-0002 File #

04.25.16 Date Received

Date of Pre-application Meeting

32-2014-010-1470

**NOTE TO APPLICANTS:** A pre-application meeting with the Town's Planning and Zoning Department staff is required prior to official application filing. Please call **305 364-6100** for an appointment.

1. Name of Applicant Comar Ventures Corp
- If applicant is owner, give name exactly as recorded on deed.
  - If applicant is lessee, attach copy of valid lease of 1 year or more and Owner's Sworn-to-Consent form.
  - If applicant is corporation, partnership, limited partnership, or trustee, a separate Disclosure of Interest form must be completed.

Mailing Address 355 Alhambra Circle, Suite 801

City Coral Gables State FL ZIP 33134

Tel. # (during working hours) 305-970-9378 Other \_\_\_\_\_

E-Mail: rcorujo@comargroup.com Mobile #: 305-970-9378

2. Name of Property Owner Comar Ventures Corp

Mailing Address 355 Alhambra Circle, Suite 801

City Coral Gables State FL ZIP 33134

Tel. # (during working hours) 305-970-9378 Other \_\_\_\_\_

3. Contact Person Rodolfo Corujo

Mailing Address 10008 W Flagler St # 287

City Miami State FL ZIP 33174

Tel. # (during working hours) 305-970-9378 Other \_\_\_\_\_

E-Mail: rcorujo@comargroup.com Mobile #: 305-970-9378

4. LEGAL DESCRIPTION OF THE PROPERTY COVERED BY THE APPLICATION

- If subdivided, provide lot, block, complete name of subdivision, plat book and page number.
- If metes and bounds description, provide complete description (including section, township, and range).
- Attach a separate typed sheet, if necessary. Please verify the accuracy of your legal description

Tract "A" of Miami Lakes Loch Ness Section, according to the plat thereof, as recorded in Plat Book 93, at Page 45 of the public records of Miami - Dade County, Florida.

5. Address or location of property (including section, township, and range): 7242 Lochness Dr,  
Miami Lakes, FL 33014
6. Size of property: 267 ft x 254 ft Acres 1.56
7. Date subject property ☒ acquired or ☐ leased 7 day of March 2013  
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.")  
N/A
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.)  
N/A
10. Present zoning classification(s): RU-1 Present land use classification(s): Residential Single Family
11. REQUEST(S) COVERED UNDER THIS APPLICATION:  
Please check the appropriate box and give a brief description of the nature of the request in the space provided.  
Be advised that all zone changes require concurrent site plan approval.
- ☐ District Boundary (Zone) Change(s):  
Zoning Requested: \_\_\_\_\_
- ☐ Future Land Use Map (FLUM) Amendment:  
Future Land Use Requested: \_\_\_\_\_
- ☒ Site Plan Approval Loch Ness Gardens.
- ☐ Variance \_\_\_\_\_
- ☐ Preliminary Plat Approval: \_\_\_\_\_
- ☐ Final Plat Approval: \_\_\_\_\_
- ☐ Modification of Previous Resolution/Plan/Ordinance \_\_\_\_\_
- ☐ Modification of Declaration or Covenant \_\_\_\_\_
12. Has a public hearing been held on this property within the last year and a half? ☒ Yes ☐ No  
If yes, applicant's name Comar Ventures Corp Date of Hearing November 3rd, 2015  
Nature of Hearing Tentative Plat  
Decision of Hearing Approved Resolution # 15-1338 *not the correct one*
13. Is this hearing being requested as a result of a violation notice? ☐ Yes ☒ No  
If yes, give name to whom violation notice was served \_\_\_\_\_  
Nature of violation \_\_\_\_\_
14. Are there any existing structures on the property? ☒ Yes ☐ No  
If yes, briefly describe Single Family Residence
15. Is there any existing use on the property? ☒ Yes ☐ No  
If yes, what is the use and when was it established? Single Family Residence



**OWNERSHIP AFFIDAVIT  
FOR  
CORPORATION**

STATE OF FLORIDA

Public Hearing No. \_\_\_\_\_

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" of Miami Lakes Loch Ness Section, according to the plat thereof, as recorded in Plat Book 93, at Page 45 of the 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.

Witnesses:

Susana Naranjo  
Signature

SUSANA NARANJO  
Print Name

Joanna Morales  
Signature

JOANNA MORALES  
Print Name

[Signature]  
Affiant

Sworn to and subscribed before me on the 25 day of April, 2016. Affiant is personally known to me or has produced ID as identification.



[Signature]  
Notary  
(Stamp/Seal)

My Commission Expires: \_\_\_\_\_

Witnesses:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Sworn to and subscribed before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Affiant is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary  
(Stamp/Seal)  
My Commission Expires: \_\_\_\_\_

### 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: Comar Ventures Corp

NAME AND ADDRESS: \_\_\_\_\_ Percentage of Stock

Juan M. Corujo 10008 W. Flagler St, #287 50%

Rodolfo Corujo 10008 W. Flagler St #287 50%

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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: \_\_\_\_\_

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.

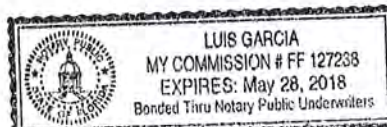
Signature: \_\_\_\_\_ (Applicant)

Sworn to and subscribed before me this 25 day of APRIL 2016. Affiant

is personally known to me or has produced 10 66072077422C as identification.

[Signature]  
(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.



# COMAR VENTURES CORP.

## LETTER OF INTENT

May 10<sup>th</sup>, 2016

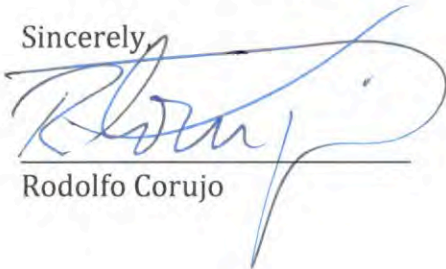
TO: Honorable Mayor Michael Pizzi  
and Town Council

RE: 7242 Lochness Dr., Miami Lakes, FL 33014

I, Rodolfo Corujo, Vice-President of Comar Ventures Corp., the owner of the property referenced above, am submitting a site plan application in connection with the requirements for the platting of the previously mentioned property. The site plan consists of five (5) lots as previously approved on the preliminary plat. I respectfully request your approval of this site plan.

Thank for your time and attention to this matter.

Sincerely,



Rodolfo Corujo

RECEIVED  
8-19-2016

PHSP2016-0002

Mr. Schaud,

I would like to request that  
on proposed Lot 1, the front of  
the lot be designated as that  
side facing proposed Lock Dam Road.

RDW





6601 Main Street • Miami Lakes, Florida, 33016

Office: (305) 364-6100 • Fax: (305) 558-8511

Website: [www.miamilakes-fl.gov](http://www.miamilakes-fl.gov)

"Loch Ness Gardens Final Plat"

## PLANNING AND ZONING PUBLIC HEARING APPLICATION

PLAT 2014-0002 File #

05.03.16 Date Received

Date of Pre-application Meeting

32-2014-010-1470

**NOTE TO APPLICANTS:** A pre-application meeting with the Town's Planning and Zoning Department staff is required prior to official application filing. Please call **305 364-6100** for an appointment.

1. Name of Applicant Comar Ventures Corp
- If applicant is owner, give name exactly as recorded on deed.
  - If applicant is lessee, attach copy of valid lease of 1 year or more and Owner's Sworn-to-Consent form.
  - If applicant is corporation, partnership, limited partnership, or trustee, a separate Disclosure of Interest form must be completed.

Mailing Address 10008 W Flagler St, #287

City Miami State FL ZIP 33174

Tel. # (during working hours) 305-970-9378 Other \_\_\_\_\_

E-Mail: rcoruj@comargroup.com Mobile #: 305-970-9378

2. Name of Property Owner Comar Ventures Corp

Mailing Address 10008 W Flagler St, #287

City Miami State FL ZIP 33174

Tel. # (during working hours) 305-970-9378 Other \_\_\_\_\_

3. Contact Person Rodolfo Corujo

Mailing Address 10008 W Flagler St #287

City Miami State FL ZIP 33174

Tel. # (during working hours) 305-970-9378 Other \_\_\_\_\_

E-Mail: rcoruj@comargroup.com Mobile #: 305-970-9378

4. LEGAL DESCRIPTION OF THE PROPERTY COVERED BY THE APPLICATION

- If subdivided, provide lot, block, complete name of subdivision, plat book and page number.
- If metes and bounds description, provide complete description (including section, township, and range).
- Attach a separate typed sheet, if necessary. Please verify the accuracy of your legal description

Tract "A" of "Miami Lakes Loch Ness Section", According to the Plat thereof, as recorded in Plat Book 93, at Page 45, of the public records of Miami-Dade County, Florida



5. Address or location of property (including section, township, and range): 7242 Loch Ness Dr., Miami Lakes, FL 33014
6. Size of property: 254.5' × 267.14' Acres 1.56
7. Date subject property ☒ acquired or ☐ leased 7 day of March 2013  
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.)  
N/A
10. Present zoning classification(s): RU1 Present land use classification(s): Low Density Res.
11. REQUEST(S) COVERED UNDER THIS APPLICATION:  
Please check the appropriate box and give a brief description of the nature of the request in the space provided. Be advised that all zone changes require concurrent site plan approval.
- ☐ District Boundary (Zone) Change(s):  
Zoning Requested: \_\_\_\_\_
- ☐ Future Land Use Map (FLUM) Amendment:  
Future Land Use Requested: \_\_\_\_\_
- ☐ Site Plan Approval \_\_\_\_\_
- ☐ Variance \_\_\_\_\_
- ☐ Preliminary Plat Approval: \_\_\_\_\_
- ☒ Final Plat Approval: Loch Ness Gardens
- ☐ Modification of Previous Resolution/Plan/Ordinance \_\_\_\_\_
- ☐ Modification of Declaration or Covenant \_\_\_\_\_
12. Has a public hearing been held on this property within the last year and a half? ☒ Yes ☐ No  
If yes, applicant's name Comar Ventures Date of Hearing November 3, 2015  
Nature of Hearing Preliminary Plat Approval  
Decision of Hearing Approved Resolution # 15-1338
13. Is this hearing being requested as a result of a violation notice? ☐ Yes ☒ No  
If yes, give name to whom violation notice was served \_\_\_\_\_  
Nature of violation N/A
14. Are there any existing structures on the property? ☒ Yes ☐ No  
If yes, briefly describe Single Family Residence
15. Is there any existing use on the property? ☒ Yes ☐ No  
If yes, what is the use and when was it established? Single Family Home

**OWNERSHIP AFFIDAVIT  
FOR  
CORPORATION**

STATE OF FLORIDA

Public Hearing No. \_\_\_\_\_

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" of "Miami Lakes Loch Ness Section", according to the Plat thereof, as recorded in Plat Book 93, at Page 45, of the 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.

Witnesses:

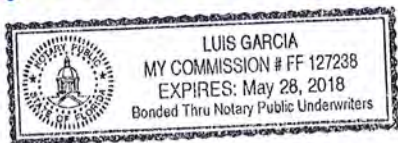
Susana Naranjo  
Signature

SUSANA NARANJO  
Print Name

[Signature]  
Signature

Luis Sanchez  
Print Name

Sworn to and subscribed before me on the 3 day of May, 2016. Affiant is personally known to me or has produced ID CC01060774220 as identification.



[Signature]  
Notary  
(Stamp/Seal)

My Commission Expires: \_\_\_\_\_

Witnesses:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Sworn to and subscribed before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Affiant is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary  
(Stamp/Seal)

My Commission Expires: \_\_\_\_\_



### 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: Comar Ventures Corp

NAME AND ADDRESS:	Percentage of Stock
<u>Rodolfo Corujo</u>	<u>50%</u>
<u>Juan M. Corujo</u>	<u>50%</u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>

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
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>

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
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>

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: \_\_\_\_\_

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:

_____
_____
_____
_____
_____
_____

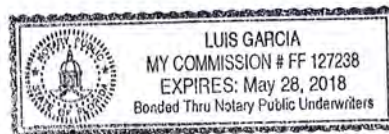
NOTICE: For changes of ownership or changes in purchase contracts after the date of the application, but prior to the date of final public hearing, a supplemental disclosure of interest is required.

Signature: \_\_\_\_\_ (Applicant)

Sworn to and subscribed before me this 3 day of May, 2016. Affiant  
is personally known to me or has produced DAVERS LIC. CG20720774220 as identification.

\_\_\_\_\_  
(Notary Public)

My commission expires CG20720774220



\* 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.





NO FISHING  
NO JET SKI  
NO WATERSKAT

**TOWN OF MIAMI LAKES**  
**PUBLIC NOTICE FOR PUBLIC HEARING**  
THIS PROPERTY WILL BE CONSIDERED FOR  
\_\_\_ VARIANCE(S) \_\_\_ ☒ SITE PLAN \_\_\_ CONDITIONAL USE \_\_\_ OTHER PLAT  
CASE # DWP2016-0002 and Plat2016-0002  
APPLICANT Comar Ventures Corp  
FOUD # 32-2014-010-1470  
LOCATION 7242 Loch Allen Dr  
ZONING DISTRICT Rd-5  
AREA OF PROPERTY ~ 1.7 acres  
ACTION(S) REQUESTED  
Plat2016-0002  
1. Site plan approval for 5 single-family homes  
2. separate front lot to be other than the  
residential section being a street  
Plat2016-0002  
1. Final plat approval for 5 lot subdivision  
NOTICE IS HEREBY GIVEN that the Town of Miami Lakes Town Council will hold a public hearing on Sept 16, 2016 at 6:30 PM at the Town Hall Chambers, 6601 Main Street, Miami Lakes FL 33014.  
All persons interested may appear in person, by attorney or agent, or by letter, and express objection or approval. All documentation pertaining to this matter is on file in the Office of the Town Clerk located at 6601 Main Street, Miami Lakes FL 33014.  
In accordance with the provisions of F.S. Section 286.0105, should any person seek to appeal any decision made by the Town of Miami Lakes Town Council with respect to any matter considered at this meeting, such person will need to inform that a written record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.  
In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in the proceedings should call Town Hall at (305) 344-6200 no later than two (2) days before the proceedings for assistance.

08 24 2016





**TOWN OF MIAMI LAKES**  
**PUBLIC NOTICE FOR PUBLIC HEARING**  
THIS PROPERTY WILL BE CONSIDERED FOR

☐ VARIANCE(S) ☒ SITE PLAN ☐ CONDITIONAL USE ☐ OTHER PLAN

CASE # 2016-0001 and 2016-0002  
APPLICANT Sumner Ventures Corp.  
FOUD # 32-2016-0001-0002  
LOCATION 2202 South Lake Dr.  
ZONING DISTRICT SL-1  
AREA OF PROPERTY 1.7 acres

ACTIONS REQUESTED:  
1. site plan approval for 5 single-family homes  
2. disapproval of all other requests for the  
development and use of the site

PLAT # 10000  
1. final plan approval for 5 lot subdivisions

NOTICE IS HEREBY GIVEN that the Town of Miami Lakes Town Council will hold a public hearing on Tue. Sept. 14, 2016 at 6:30 PM at the Town Hall Chambers, 4801 Main Street, Miami Lakes, FL 33014.

All persons interested may appear in person, by attorney or agent, or by letter, and express objection or approval. All documentation pertaining to this item(s) is on file in the Office of the Town Clerk located at 4801 Main Street, Miami Lakes, FL 33014.

In accordance with the provisions of F.S. Section 218.01(5), should any person wish to appear at any decision made by the Town of Miami Lakes, Town Council will request to any matter considered at this meeting, such person will need to notify that a written notice of the proceedings is made, which should include the specific and evidence upon which the request is to be heard.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in the proceedings should call Town Hall at (305) 886-6331 no later than two (2) days before the proceedings for assistance.

08 24 2016



FOLIO	Owner1	Mailing Address	City-State	Zip
3220140100330	ILEANA T CHAPMAN TRS	6851 DUNOON CT	MIAMI LAKES, FL	33014
3220140100950	MANUEL SANCHEZ	7410 LOCHNESS DR	MIAMI LAKES, FL	33014-6012
3220140100680	SANDRA GERITY & KEVIN MURRAY	16420 DUNOON CT	MIAMI LAKES, FL	33014-6048
3220140340030	YOLANDA I PINZON	1109 SEA EAGLE AVE	GROVELAND, FL	34736-2209
3220140340120	ANTOINEE COATS	16611 NW 70 CT	MIAMI, FL	33014-7103
3220140040170	LIZA E BOLUFE	7115 GLENEAGLE DR	MIAMI LAKES, FL	33014-6511
3220140101420	ENEIDA CHOY	7223 LOCH NESS DR	MIAMI LAKES, FL	33014-6007
3220140100030	RODOLFO PERDOMO &W DOLORES	6901 FERN DR	MIAMI LAKES, FL	33014-2028
3220140340590	FLOCAPZ INVESTMENTS LLC	6683 JEAN TALON EST #312	ST LEONARD H1S 0A5, QC CANADA	
3220140100230	ORLANDO MORENO	16415 DUNOON CT	MIAMI LAKES, FL	33014-6047
3220140101180	LUIS A MEDINA	7513 LOCH NESS DR	MIAMI LAKES, FL	33014-6013
3220140120030	DAVID VON PLINSKY &W TERESITA VON	7021 LOCH NESS DR	MIAMI, FL	33014-6006
3220140340530	OSCAR HERNANDEZ	14213 ALAMANDA AVE	MIAMI LAKES, FL	33014-2908
3220140101270	DANIEL GARICA &W CHRISTINE	7403 LOCH NESS DR	MIAMI LAKES, FL	33014-6011
3220140100140	ARACELI YAPOR VELAZQUEZ	16434 STONEHAVEN RD	MIAMI LAKES, FL	33014-6053
3220140100280	SERGIO CAMPOS &W MIRIAM	6801 DUNOON CT	MIAMI LAKES, FL	33014-6001
3220140100150	ERYL A & FRANCISCO J PERDOMO	16424 STONEHAVEN RD	MIAMI, FL	33014-6053
3220140100400	FRANCISCO FERNANDEZ &W YESENIA	6941 LOCHNESS DR	MIAMI LAKES, FL	33014-6005
3220140100250	ANGEL ALBERTO REQUEJADO	16435 DUNOON CT	MIAMI LAKES, FL	33014
3220140101040	ALBERTO J HERAS &	16500 LOCHNESS LN	MIAMI LAKES, FL	33014-7100
3220140100980	ORQUIDIA GUZMAN	16423 LOCH NESS LANE	MIAMI LAKES, FL	33014
3220140100720	SAMUEL M HASSEL &W MARCELLA	6850 LOCHNESS DR	MIAMI, FL	33014-6016
3220140101260	JACQUELINE GONZALEZ	7413 LOCH NESS DR	MIAMI LAKES, FL	33014
3220140100130	DAMARIS CALZADILLA	16504 STONEHAVEN RD	MIAMI LAKES, FL	33014-6055
3220140340340	CARLOS SONE	16623 NW 71 CT	HIALEAH, FL	33014
3220140340410	ABRAHAM D VALDES SR	16603 NW 72 AVE	MIAMI, FL	33014-7106
3220140340320	EMILY CHAVEZ	PO BOX 22666	HIALEAH, FL	33002
3220140340130	JOSE A MARTINEZ	16615 NW 70 CT	MIAMI LAKES, FL	33014
3220140010130	THE GRAHAM COMPANIES	6843 MAIN ST	MIAMI LAKES, FL	33014-2048
3220140100530	EUGENE VELARDE &W ESTER	16500 STONEHAVEN RD	MIAMI LAKES, FL	33014-6055
3220140100660				
3220140101130	AQUILES J ENRIQUEZ &W IBIS M	7563 LOCHNESS DR	MIAMI LAKES, FL	33014-6013
3220140040230	ADOLFO A GIL &W BERTHA S	7235 GLENNEAGLE DR	MIAMI LAKES, FL	33014-6513

3220140100070	EVELIA IGLESIAS	16511 STONEHAVEN ROAD	MIAMI LAKES, FL	33014
3220140340440	IVO CARLOS MARTINEZ	16615 NW 72 AVE	MIAMI LAKES, FL	33014-7106
3220140101320	MARIA CARCAS	7333 LOCH NESS DR	MIAMI LAKES, FL	33014
3220140100200	MANUEL A HORTA &W ILIANA &	6803 LOCHNESS DR	MIAMI LAKES, FL	33014-6004
3220140100500	ERIK H GATO &W FLORY (LE)	16410 STONEHAVEN RD	MIAMI LAKES, FL	33014-6053
3220140340100	ALEX ANDRES &W SEIDY	16606 NW 70 AVE	HIALEAH, FL	33014-7102
3220140101300	LUIS RODRIGUEZ	7353 LOCH NESS DR	MIAMI LAKES, FL	33014-6009
3220140340230	NATIONSTAR MORTGAGE LLC	350 HIGHLAND DR	LEWISVILLE, TX	75067
3220140100860	BIN HAI CHU &W LI RONG	7300 LOCH NESS DR	MIAMI LAKES, FL	33014-6010
3220140340350	GUSTAVO TABANGO &W MARIA L	16627 NW 71 CT	MIAMI, FL	33014-7105
3220140100270	WILLIAM ANDREW FRAGETTA	16515 DUNOON CT	MIAMI LAKES, FL	33014-6049
3220140340240	MANUELA G VICENTE	16621 NW 71 AVE	MIAMI, FL	33014-7104
3220140100260	LUIS DAVID EZRA &W MIRNA ISABEL	16505 DUNOON CT	MIAMI LAKES, FL	33014-6049
3220140100420	BRYAN RODRIGUEZ	6961 LOCH NESS DR	MIAMI LAKES, FL	33014
3220140340010	DANIEL A SABIN &W	16621 NW 70 AVE	HIALEAH, FL	33014-7102
3220140340210	GERARDO MARTINEZ	16609 NW 71 AVE	MIAMI, FL	33014-7104
3220140340460	PATRICIA ALBAIJES	16620 NW 72 CT	MIAMI LAKES, FL	33014
3220140100360	MAYER OVEDIA &W ELEANORE	6901 LOCH NESS DR	MIAMI LAKES, FL	33014-6005
3220140100770	FRANCISCO FERNANDEZ	16505 LOCHNESS CT	MIAMI LAKES, FL	33014-6003
3220140340280	DAVID FONSECA	16618 NW 71 AVE	MIAMI LAKES, FL	33014
3220140100930	ANTONIO GONZALEZ &W IRAIDA	7370 LOCHNESS DR	MIAMI LAKES, FL	33014-6010
3220140100350	ELENA SALUM	6897 LOCH NESS DR	MIAMI LAKES, FL	33014-6070
3220140340060	MILIO G LOPEZ JTRS	16622 NW 70 AVE	MIAMI, FL	33174
3220140101100	ANTONIO FERNANDO LADEIRA &W	7550 LOCH NESS DR	MIAMI LAKES, FL	33014
3220140100090	IVAN MOURA	6721 STONE HAVEN RD	MIAMI, FL	33014-6015
3220140101240	JESUS ROJAS	7433 LOCH NESS DR	MIAMI LAKES, FL	33014-6011
3220140101290	ALEJANDRO J LOPEZ	7363 LOCH NESS DR	MIAMI LAKES, FL	33014
3220140100880	LAZARO ALFONSO &W DOLORES	7320 LOCHNESS DR	MIAMI, FL	33014-6010
3220140040270	JOAN G GRAHAM	7335 GLENAGLE DR	MIAMI LAKES, FL	33014-6515
3220140100520	EMILIO V FERNANDEZ &W JENNY	16430 STONEHAVEN RD	MIAMI, FL	33014-6053
3220140100480	FERNANDO E ORAMAS &W DONATILA	16390 STONEHAVEN RD	MIAMI LAKES, FL	33014-6068
3220140100870	MARK HAMBACHER &W LILY	7310 LOCH NESS DR	MIAMI LAKES, FL	33014-6010
3220140340330	MIGUEL A GALINDO	16619 NW 71 CT	MIAMI LAKES, FL	33014
3220140340180	EDUARDO F RODRIGUEZ &W GRICEL	3300 SW 187 TERR	MIRAMAR, FL	33029

3220140340160 JOSE EXPOSITO &W IRENE	16624 NW 70 CT	MIAMI, FL	33014-7103
3220140101360 OBED CRUZ	7283 LOCH NESS DR	HIALEAH, FL	33014
3220140340450 NEYSI GUERRA	16619 NW 72 AVE	HIALEAH, FL	33014-7106
3220140340070 LUIS F CHIRINO &W	7851 NW 160 TERR	MIAMI, FL	33016-6632
3220140100840 JUAN SASTRE JR &W LERGIA	7270 LOCHNESS DR	MIAMI LAKES, FL	33014-6008
3220140340200 MARIA L BENITEZ	3330 NE 190 ST #2610	AVENTURA, FL	33180
3220140100370 JAMES C CARR &W KATHLEEN	6911 LOCH NESS DR	MIAMI LAKES, FL	33014-6005
3220140100040 SOPHIE PISONERO	16421 STONEHAVEN RD	MIAMI LAKES, FL	33014
3220140040240 ANAIS B CORTES	7245 GLENEAGLE DR	MIAMI LAKES, FL	33014
3220140100620 JOSE QUINTERO	6822 DUNOON CT	MIAMI LAKES, FL	33014
3220140100050 NEDAL T SALHOUT	16431 STONEHAVEN RD	MIAMI LAKES, FL	33014-6052
3220140101330 EMPERATRIZ FERNANDEZ	7323 LOCHNESS DR	MIAMI LAKES, FL	33014-6009
3220140340150 ROGER A VALECILLOS &W JANETTE L	16623 NW 70 CT	MIAMI, FL	33014-7103
3220140100390 MICHAEL S CUMMINS	6931 LOCH NESS DR	HIALEAH, FL	33014-6005
3220140101030 SAN MARCUS RESEARCH CLINIC INC	5941 NW 173 DR	HIALEAH, FL	33015
3220140120020 MARIO FERNANDEZ &W MIRIAM	7201 LOCH NESS DR	MIAMI LAKES, FL	33014-6007
3220140040160 JULIA ROSA RAMOS (LE)	7035 GLENEAGLE DR	MIAMI LAKES, FL	33014-6509
3220140100320 CARLOS GONZALEZ	1261 W 42 PL E	HIALEAH, FL	33012
3220140340540 CRC3 CORP	12555 BISCAYNE BLVD SUITE 934	NORTH MIAMI, FL	33181
3220140340080 BARBARA COLINA	16614 NW 70 AVE	MIAMI, FL	33014-7102
3220140100240 ZAHER I NUWAYHID	16425 DUNOON CT	MIAMI LAKES, FL	33014
3220140100490 ALEXANDER BENITEZ	16400 STONEHAVEN DR	MIAMI LAKES, FL	33014
3220140100900 STEVEN WALTER CASE &W MARGARET P	7340 LOCHNESS DR	MIAMI, FL	33014-6010
3220140101400 ALEJANDRO SANTIAGO &W ELIZABETH	7243 LOCHNESS DR	MIAMI LAKES, FL	33014-6007
3220140041150 MARIO J INTERIAN	16241 W TROON CIR	MIAMI LAKES, FL	33014
3220140101080 HARRY WAYNE CASEY TR	7751 NW 146 ST	MIAMI LAKES, FL	33016
3220140041090 CENTRAL MORTGAGE COMPANY	801 JOHN BARROW RD ST 1	LITTLE ROCK, AR	72205
3220140041140 PAMELA P RICHARDSON	7230 GLENEAGLE DR	MIAMI LAKES, FL	33014-6514
3220140101380 CARLOS LAVINA	7263 LOCHNESS DR	MIAMI LAKES, FL	33014-6007
3220140100570 EDDY O PEREZ	16413 STONE HAVEN RD	MIAMI LAKES, FL	33014-6052
3220140100670 ANDRES SENORANS &W ROSEMARY	6853 LOCHNESS DR	MIAMI LAKES, FL	33014-6072
3220140100990 AURELIO RIVERA TRS	16413 LOCHNESS LN	MIAMI LAKES, FL	33014
3220140101150 CESAR G GAITAN &W DIANA	7543 LOCH NESS DR	MIAMI LAKES, FL	33014-6013
3220140340850 OAK VILLAS BY MIAMI LAKES	5901 NW 151 ST STE 100	MIAMI LAKES, FL	33014

3220140340260 JOSE A SOJO	16626 NW 71 AVE	MIAMI LAKES, FL	33014
3220140040190 LIZA E BOLUFE	7125 GLENEAGLE DR	MIAMI LAKES, FL	33014-6511
3220140101070 ROBERTO PADRON &W MARIA	7520 LOCHNESS DR	MIAMI LAKES, FL	33014-6014
3220140340310 JUAN M RODRIGUEZ &W LIZET M MESA	14865 SW 44 CT	MIRAMAR, FL	33027
3220140340420 FRANK IRIBAR	16607 NW 72 AVE	MIAMI, FL	33014-7106
3220140100690 VICENTA SINHA	6820 LOCH NESS DR	MIAMI LAKES, FL	33014-6016
3220140100830 WILLIAM VAZQUEZ	7260 LOCH NESS DR	MIAMI LAKES, FL	33014
3220140010220 SENGRA DEV CORP	6843 MAIN ST	MIAMI LAKES, FL	33014-2048
3220140340870 OAK VILLAS BY MIAMI LAKES	5901 NW 151 ST	MIAMI LAKES, FL	33014
3220140041120 JOE MAURA	7200 GLENEAGLE DR	MIAMI LAKES, FL	33014
3220140340050 CRISTINA IZNAGA	16605 NW 70 AVE	MIAMI LAKES, FL	33014-7102
3220140041080 JOSE L LAGO &W LIDALIA M	7030 GLENEAGLE DR	MIAMI LAKES, FL	33014-6510
3220140040220 PANTALEON REAL ESTATES GROUP LLC	7225 GLENEAGLE DR	HIALEAH, FL	33014-6513
3220140100730 SILVIA IBARRA DIAS	6860 LOCH NESS DRIVE	MIAMI LAKES, FL	33014
3220140100920 SUSAN M MOORE & MEGAN MOORE	7360 LOCHNESS DR	MIAMI LAKES, FL	33014-6010
3220140100380 JOSE R GIL &W MARGARITA	6921 LOCH NESS DR	MIAMI LAKES, FL	33014-6005
3220140100010 CAROLINE L BESSELLIEU & MADELON	16391 STONEHAVEN RD	MIAMI LAKES, FL	33014-6051
3220140100760 OSCAR A LOPERA &W OLIVA	6890 LOCH NESS DR	MIAMI LAKES, FL	33014-6016
3220140340580 ROBERT K BIERY	16614 NW 72 PL	MIAMI, FL	33014-7107
3220140100910 DAGMAR R RADER TRS	PO BOX 5844	MIAMI LAKES, FL	33014
3220140101340 JAVIER A CAMPO	7313 LOCH NESS DR	MIAMI LAKES, FL	33014
3220140101190 MAURICE F LEMOINE &W ISAURA	7503 LOCHNESS DR	MIAMI LAKES, FL	33014-6013
3220140100800 CESAR HASSAN &W HILDA M	16454 LOCHNESS CT	MIAMI LAKES, FL	33014-6003
3220140340300 OMAR VELAZQUEZ	16610 NW 71 AVE	MIAMI LAKES, FL	33014-7104
3220140100630 LAZARO MESA	6893 LOCH NESS DR	MIAMI LAKES, FL	33014
3220140101230 FIORELLA M GUTIERREZ	7443 LOCH NESS DR	HIALEAH, FL	33014
3220140100850 SERGIO VALDES	7280 LOCH NESS DRIVE	MIAMI LAKES, FL	33014
3220140101410 ELADIO ARMESTO 111 FAMILY TRUST	7233 LOCH NESS DR	MIAMI LAKES, FL	33014
3220140101210 RAUL RUIZ &W MARIELA	7463 LOCHNESS DR	MIAMI LAKES, FL	33014-6011
3220140340360 JULIO E SIERRA	16628 NW 71 CT	MIAMI LAKES, FL	33014-7105
3220140340140 ALVARO MORA GOMEZ	16619 NW 70 CT	MIAMI LAKES, FL	33014
3220140100020 ANA M PERERA	16401 STONEHAVEN RD	HIALEAH, FL	33015
3220140100080 MARIO RIVERO LE	930 W 53 ST	HIALEAH, FL	33012
3220140100650 ELIE G C MARRERO &W MICAELA	6873 LOCH NESS DR	MIAMI LAKES, FL	33014-6072

3220140101020 JESUS L REYES JTRS	16410 LOCH NESS LN	MIAMI LAKES, FL	33014
3220140101220 ESTHER VINUELA	7453 LOCH NESS DR	MIAMI LAKES, FL	33014-6011
3220140100780 ENRIQUE J CEPERO &W LYDIA	16475 LOCNESS CT	MIAMI LAKES, FL	33014-6003
3220140100470 RAMIRO VALDES	16380 STONEHAVEN RD	MIAMI LAKES, FL	33014
3220140101120 FARIDE PEREZ	7573 LOCH NESS DR	MIAMI LAKES, FL	33014
3220140100450 ALEJANDRO R ZAJAC &W SANDRA S	7011 LOCHNESS DR	MIAMI LAKES, FL	33014-6006
3220140100600 RENE LLANES &W	16383 STONEHAVEN RD	MIAMI LAKES, FL	33014-6051
3220140101470 COMAR VENTURES CORP	2665 S BAYSHORE DR STE 800	COCONUT GROVE, FL	33133
3220140340500 JOSE JAVIER BENCOMO	16604 NW 72 CT	MIAMI, FL	33014
3220140340430 ALAN YAGUAL &W	16611 NW 72 AVE	MIAMI LAKES, FL	33014-7106
3220140101050 TONY GARRIDO &W RAIZA	7500 LOCHNESS DR	MIAMI LAKES, FL	33014-6014
3220140340380 PEDRO MIRANDA JR	16620 NW 71 CT	MIAMI, FL	33014-7105
3220140100740 ARLINE C MOREIRAS	6870 LOCHNESS DR	MIAMI LAKES, FL	33014-6016
3220140101280 AGUSTIN BELTRAMI &W MECHY	7373 LOCHNESS DR	MIAMI LAKES, FL	33014-6009
3220140340570 PAULO RODRIGUEZ	16618 NW 72 PL	MIAMI LAKES, FL	33014
3220140100300 JOSE R ESPINOZA &W SILVIA	6821 DUNOON CT	MIAMI LAKES, FL	33014-6001
3220140041130 GARRITT WALSH &W MARY	7210 GLENEAGLE DR	MIAMI LAKES, FL	33014-6514
3220140101250 RAY SOARES	7423 LOCH NESS DR	MIAMI LAKES, FL	33014
3220140100960 RENEE DANIELS	7420 LOCH NESS DR	MIAMI LAKES, FL	33014
3220140101390 ABDEL R AHMAD	7253 LOCH NESS DR	MIAMI LAKES, FL	33014
3220140100110 JULIO BREA &W DELIA V	6741 STONEHAVEN RD	MIAMI LAKES, FL	33014-6015
3220140100340 SAUNDRA ANNE PONDS	6895 LOCHNESS DR	MIAMI LAKES, FL	33014-6070
3220140100940 ALISON SHAMBLEN	540 OCEAN CAY MM 100	KEY LARGO, FL	33037
3220140340190 MARGARITA SARMIENTO	16612 NW 70 CT	MIAMI, FL	33014-7103
3220140340370 PATRICIA OCAMPO	8465 SUNRISE LAKES BLVD #202	SUNRISE, FL	33322
3220140340400 MARIA C DE LEON &H JUAN F CASTRO	16612 NW 71 CT	MIAMI, FL	33014-7105
3220140100440 SOLEDAD ARANGUREN TRS	13315 BOCA RATON CIR	MONTGOMERY, TX	77356
3220140101000 WOLFGANG DILZER &W STACY	16403 LOCHNESS LN	MIAMI, FL	33014-6069
3220140100540 HELIEL MORALES	16503 STONEHAVEN RD	MIAMI LAKES, FL	33014
3220140100160			
3220140101350 RAMON E LOPEZ &W AYIRA	7303 LOCHNESS DR	MIAMI LAKES, FL	33014-6009
3220140100430 ORLANDO LOPEZ	6971 LOCH NESS DR	MIAMI LAKES, FL	33014-6005
3220140340290 HAROLD BOVE &W LIA	16614 NW 71 AVE	MIAMI, FL	33014-7104
3220140340110 DIANA OLIVERA	16607 NW 70 CT	HIALEAH, FL	33014

3220140340490 RAMON CONCEPCION	272 E 42 ST	HIALEAH, FL	33013
3220140100410 MARIA E MARTINEZ	6951 LOCHNESS DR	MIAMI LAKES, FL	33014-6005
3220140340040 IVONNE REYES	16609 NW 70 AVE	MIAMI LAKES, FL	33014
3220140101090 MARY T RODRIGUEZ &	7540 LOCH NESS DR	MIAMI LAKES, FL	33014-6014
3220140040200 WILLIAM JAMES JACK	7205 GLENEAGLE DR	MIAMI LAKES, FL	33014
3220140340090 FRANCISCO GODOY &W NIEVES &	16610 NW 70 AVE	MIAMI, FL	33014-7102
3220140100560 SAMUEL H KOLTUN &W SANDRA	16423 STONEHAVEN RD	MIAMI, FL	33014-6052
3220140340550 MARVIN MEDRANO & IDALMIS PEREYRA	16621 NW 72 PL	MIAMI, FL	33014-7107
3220140040150 ALFRED MCNAB &W JUDY	7025 GLENEAGLE DR	MIAMI LAKES, FL	33014-6509
3220140340270 HELENE DIAZ	16622 NW 71 AVE	MIAMI, FL	33014-7104
3220140340390 MARIA DE LOS ANGELES ALFARO &	16616 NW 71 CT	MIAMI, FL	33014-7105
3220140340220 JIMEL JOSEPH	2395 VALENTINE AVE 5C	BRONX, NY	10458
3220140340600 LAZARO J ALVAREZ &	16606 NW 72 PL	MIAMI LAKES, FL	33014-7107
3220140100810 CARLOS M ARTEAGA JTRS	16474 LOCH NESS COURT	MIAMI LAKES, FL	33014
3220140340020 LUIS E LOPEZ &W ALEYMA	16617 NW 70 AVE	MIAMI, FL	33014-7102
3220140101140 CHUNG HUN YUN &W HIEU	7553 LOCHNESS DR	MIAMI LAKES, FL	33014-6013
3220140340510 LOURDES M MOSS	16605 NW 72 PL	MIAMI, FL	33014-7107
3220140100790			
3220140340480 ERIK WEIMAR	16612 NW CT	MIAMI LAKES, FL	33014
3220140101310 HERMILIO E GARCIA	7343 LOCH NESS DR	MIAMI LAKES, FL	33014-6009
3220140101160 JOSE O GONZALEZ & MANUEL GARCIA	7533 LOCH NESS DR	MIAMI LAKES, FL	33014-6013
3220140101450 TOWN OF MIAMI LAKES	8004 NW 154 ST PMB #378	MIAMI LAKES, FL	33016
3220140101370 ARIEL TORRES &W NOEMY E	17330 SW 66 ST	SW RANCHES, FL	33331
3220140100550 ARMANDO J SANCHEZ &W DEISY C	16433 STONEHAVEN RD	MIAMI LAKES, FL	33014-6052
3220140101170 JUDITH A WARRINGTON	7523 LOCH NESS DR	MIAMI LAKES, FL	33014-6007
3220140101060 DAVID MORALES &W BEATRIZ	7510 LOCHNESS DR	MIAMI LAKES, FL	33014-6014
3220140100580 DANIEL E GONZALEZ &W MARIA P	16403 STONEHAVEN RD	MIAMI LAKES, FL	33014-6052
3220140040210 CHARLES W WRONSKI &W EDWINA R	7215 GLEN EAGLE DR	HIALEAH, FL	33014-6513
3220140000010 SO FLA WATER MANAGEMENT	3301 GUN CLUB RD	WEST PALM BEACH, FL	33406
3220140040260 JESUS ROMERO &W LLIANA M	7315 GLEN EAGLE DRIVE	MIAMI LAKES, FL	33014-6515
3220140100220 RAUL R LOPEZ &W NELIDA	16405 DUNOON CT	MIAMI LAKES, FL	33014-6047
3220140100640 MIGUEL A MOLINA &W	6883 LOCHNESS DR	MIAMI LAKES, FL	33014-6072
3220140100310 CARMEN CARBALLO	6831 DUNOON CT	MIAMI LAKES, FL	33014-6001
3220140100970 JOHN E SHARP	16503 LOCH NESS LN	MIAMI LAKES, FL	33014-7101

3220140340470	CARIDAD A VELAZQUEZ	16616 NW 72 CT	MIAMI LAKES, FL	33014-7111
3220140100510	KEVIN MACKI	16420 STONEHAVEN RD	MIAMI LAKES, FL	33015
3220140100820	BOHDAN BODLAK &W	16504 LOCHNESS CT	MIAMI LAKES, FL	33014-6003
3220140100180	CAROLE A HAILE	16392 STONEHAVEN RD	MIAMI LAKES, FL	33014
3220140100060	BRENT ERIC EDMUNDSON	16501 STONEHAVEN ROAD	MIAMI LAKES, FL	33014
3220140101010	RAFAEL J SCHUCK &W LEONOR	16400 LOCH NESS LN	MIAMI LAKES, FL	33014-6058
3220140100750	MIGUEL A CRESPO &W MILAGROS M	6880 LOCHNESS DR	MIAMI LAKES, FL	33014-6016
3220140041110	GUNILLA L CRAWFORD	7120 GLEN EAGLE DR	MIAMI LAKES, FL	33014-6512
3220140100610	AMABERT VILLAR	6802 DUNOON CT	MIAMI LAKES, FL	33014
3220140340170	ZENAIDA CHINEA	240 PARK HOME AVE	TORONTO ONTARIO M2R1A3,	CANADA
3220140101110	STEVE REYNOLDS	7560 LOCHNESS DR	MIAMI LAKES, FL	33014-6014
3220140100710	CHARLES DE LUCCA JR &W MODESTA	6840 LOCH NESS DR	MIAMI, FL	33014-6016
3220140100170	MARIO R DE ARMAS &W SANDRA J	16402 STONEHAVEN RD	MIAMI LAKES, FL	33014-6053
3220140340250	JUCATEL REALTY LLC	175 SW 7 ST STE 2112	MIAMI, FL	33130
3220140340520	GUSTAVO A & MARIA BALDOR	16609 NW 72 PL	MIAMI LAKES, FL	33014-7107
3220140100190	MAGALY KAPETANAKIS	16382 STONEHAVEN RD	MIAMI LAKES, FL	33014-6068
3220140100700	ALAN GONZALEZ &W MARIETTA	6830 LOCHNESS DR	MIAMI LAKES, FL	33014-6016
3220140101200	VICTOR RIQUELME &W JOSEFINA	7473 LOCHNESS DR	MIAMI LAKES, FL	33014-6011
3220140100290	LUIS E LEITER TRS	5811 DUNOON CT	MIAMI LAKES, FL	33014
3220140120010	ANGEL R LLANES &W NORMA	7203 LOCH NESS DR	MIAMI LAKES, FL	33014-6007
3220140100590	MANNY RIBADEO	16393 STONEHAVEN RD	HIALEAH, FL	33014
3220140100120	JOE LOUIS PARDO &W ANN	16514 STONEHAVEN RD	MIAMI LAKES, FL	33014-6055
3220140100890	YOUNG H CHOL &W KYENG A	7330 LOCH NESS DR	MIAMI LAKES, FL	33014-6010
3220140100210	VICENTE DIAZ	6823 LOCH NESS DR	MIAMI LAKES, FL	33014
3220140100100	SERGIO RESILLEZ &W ELVA	6731 STONEHAVEN ROAD	MIAMI LAKES, FL	33014-6015
3220140041100	LIANG L REN	7110 GLENEAGLE DR	MIAMI LAKES, FL	33014
3220140310001				





## **Town of Miami Lakes Memorandum**

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**To:** Honorable Mayor and Town Council

**From:** Alex Rey, Town Manager

**Subject:** Five (5) Year Stormwater Inter-local Agreement - Miami Dade County

**Date:** September 6, 2016

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### **Recommendation:**

It is recommended that the Town Council approves the Stormwater Inter-local Agreement (Attachment A) with Miami-Dade County for the provision of canal maintenance services. The cost for these services is estimated to be approximately \$160,000 per year; it includes herbicide treatment (\$72,200), obstruction removal (\$3,200), mechanical harvesting (\$74,900), and canal culvert cleaning below water (\$8,700). The services are provided by the County quarterly.

### **Background:**

Prior to the Town's incorporation in 2000, the Miami-Dade Public Works Department performed several tasks along the canals which were funded from the Miami-Dade Stormwater Utility Fee.

In 2003, via Resolution No. 03-31, the Town of Miami Lakes created its own stormwater utility and began performing maintenance along the canals as part of those responsibilities. The level of service in some of the tasks have been improved by the Town, such as the surface level canal cleaning, where the Town has been performing it in a monthly basis and the County offers a quarterly service for below surface cleaning. Presently, the canal system is owned by the County with surrounding communities paying a percentage share for the maintenance of the canals running through each area.

The Town's percent share of its canal system is calculated at nineteen percent (19%) for work performed on Golden glades, forty-five percent (45%) for work performed on Graham Dairy Canal, eighty-eight (88%) for work performed on Peters Pike canal and six percent (6%) for

work performed on Red Road Canal.

The annual costs are estimated to be \$160,000 per year which represents an increase of \$62,000 from the previous storm water inter-local agreement with the County which was approved in 2012. The increase is due to an increase of costs to labor and materials to the County and provides for a contingency for emergencies and obstruction removal. In a recent bid for these services released by the Town, the Town found the County's pricing to be comparable or better than those received from private vendors.

In negotiations with the County on the new agreement, the Town suggested and the County accepted the following amendments to the contract as approved in 2012:

- Article III (2nd paragraph) – “The TOWN has elected to perform culvert cleaning above water, flat mowing, and slope mowing within the TOWN's boundaries, and at no cost to the UTILITY”, has been added to clarify and establish the Town's responsibilities of canal maintenance.
- Article V.D – “The UTILITY must notify the TOWN in writing of such changes prior to the next maintenance cycle” has been inserted into that paragraph to keep the Town informed of any changes or adjustments to the tasks and levels of service.
- Article V.J – “Upon request by the TOWN, the UTILITY shall provide quarterly reports showing tasks performed, dates of work completed, number of crews, and pre-audited cost of service” is a new added paragraph for performance management purposes. In previous agreements, the Town received an annual report with payment without knowledge of the County's schedule of services and work performed. This will allow for quarterly tracking.

The Town supplements the County's services through a contract with SFM Services. This contract includes Slope mowing and litter removal monthly.

The budget for the above services is funded from the Stormwater Utility Fund, with a proposed allocation of the \$218,125 for FY 2016-17.

## **Attachments:**

**Resolution on Stormwater**

**MDC Stormwater Interlocal Agreement**

**RESOLUTION NO. 16-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE STORMWATER INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR THE PROVISION OF CANAL MAINTENANCE SERVICES; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, in 2011, the Town of Miami Lakes and Miami-Dade County entered into a five (5) year Stormwater Mangement Inter-local Agreement, from Fiscal Year 2011/12 to Fiscal Year 2015/2016; and

**WHEREAS**, it is desirable that the Town of Miami Lakes enter into a Stormwater Mangement Inter-local Agreement between the Town of Miami Lakes and Miami-Dade County for a subsequent five (5) year period, from Fiscal Year 2016/17 to Fiscal Year 2021/22; and

**WHEREAS**, the Town Manager recommends the Stormwater Interlocal Agreement between the Town of Miami Lakes and Miami-Dade County for canal services; and

**WHEREAS**, the services include herbicide treatment, obstruction removal, mechanical harvesting and canal culvert cleaning below water; and

**WHEREAS**, the Town Council approves the recommendation of the Town Manager and authorizes the Town Manager to enter into the Inter-local agreement with Miami-Dade County.

**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 Inter-local Agreement.** An Inter-local Agreement between Miami-Dade County and the Town of Miami Lakes for the provision of canal maintenance services, and may be acceptable to the Town Manager and approved as to form and legality by the Town Attorney, is approved.

**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 Inter-local Agreement with Miami-Dade County.

**Section 4. Authorization of Fund Expenditure.** The Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the Inter-local Agreement.

**Section 5. Execution of the Inter-local Agreement.** The Town Manager is authorized to execute the Inter-local Agreement on behalf of the Town.

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

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

**PASSED AND ADOPTED** this 6th day of September, 2016.

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

FINAL VOTE AT ADOPTION

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

\_\_\_\_\_  
Michael A. Pizzi, Jr.  
MAYOR

Attest:

Approve as to Form and Legal Sufficiency

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

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



# **FIVE (5) YEAR INTERLOCAL AGREEMENT**

**between**

**THE TOWN OF MIAMI LAKES  
AND  
THE MIAMI-DADE COUNTY STORMWATER UTILITY  
FOR  
STORMWATER MANAGEMENT**

MIAMI-DADE COUNTY  
STORMWATER UTILITY (305) 372-6688  
701 NORTHWEST FIRST COURT, SUITE 500  
MIAMI, FL 33136



**FIVE (5) YEAR  
INTERLOCAL AGREEMENT  
BETWEEN  
THE TOWN OF MIAMI LAKES (TOWN)  
AND  
THE MIAMI-DADE COUNTY STORMWATER UTILITY (UTILITY)  
FOR STORMWATER MANAGEMENT**

THIS FIVE (5) YEAR INTERLOCAL AGREEMENT, [the "Agreement"] by and between the Miami-Dade County Stormwater Utility, a public body corporate and politic, through its governing body, the Board of County Commissioners of Miami-Dade County, Florida [hereinafter sometimes referred to as "UTILITY",] and the Town of MIAMI LAKES, a Florida Municipal Corporation, through its governing body, the MIAMI LAKES Town Council of the Town of MIAMI LAKES, Florida [hereinafter sometimes referred to as "TOWN",] is entered into as follows:

**WITNESSETH**

WHEREAS, Section 403.0893, Florida Statutes (F.S.), authorizes the establishment of stormwater utilities to plan, construct, operate, and maintain stormwater management systems; and

WHEREAS, the Board of County Commissioners of Miami-Dade County, did, by adoption of Miami-Dade County Ordinances No. 91-66 and Ordinance No. 91-120, as amended by Ordinance Nos. 92-44 and 92-86, create a stormwater utility [hereinafter referred to as the "UTILITY"], and which UTILITY may operate within a municipality or municipalities; and

WHEREAS, it is the intent of the UTILITY and the TOWN, through this Agreement, to establish relationships and responsibilities for the maintenance of shared stormwater systems by the TOWN and the UTILITY; and

WHEREAS, the UTILITY and the TOWN recognize that there are operating costs, as well as benefits, associated with maintaining shared stormwater drainage systems; and

WHEREAS, the UTILITY and the TOWN want to share these costs in proportion to the drainage area, the service provided, and the benefits received,

Now, therefore, in consideration of the mutual promises and covenants contained herein and the mutual benefits to be derived from this Agreement, the parties hereto agree as follows:



## **ARTICLE I PURPOSES**

The UTILITY and the TOWN enter into this Agreement to further the following purposes:

- (1) to protect and promote the public health, safety, and general welfare through the management of stormwater run-off;
- (2) to maintain and improve water quality and preserve and enhance the environmental quality of the receiving waters;
- (3) to control flooding that results from rainfall events;
- (4) to deter unmanaged rainwater from eroding sandy soils and causing sedimentation;
- (5) to deter the disruption of the habitat of aquatic plants and animals;
- (6) to promote intergovernmental cooperation in effectively and efficiently managing stormwater run-off;
- (7) to maintain and repair shared stormwater systems located within the limits of the drainage service areas, depicted on the map in Attachment "A-2", in accordance with the approved plans. These include maintaining canals, and any required maintenance of flow control structures and stormwater pump stations and their mechanical and electrical components; maintaining stormwater systems as determined by conditions of the system, prevailing environmental conditions, and the level of service established.
- (8) to provide a mechanism for the UTILITY and the TOWN to share and allocate the cost of maintaining and repairing shared stormwater drainage systems as stated in (7), above.

## **ARTICLE II DEFINITIONS**

Agreement shall mean this document, including any written amendments, attachments, and other written documents, which are expressly incorporated by reference.

Stormwater Management Plans shall mean stormwater management plans developed by both the TOWN and by the UTILITY, to meet the required level of service as established in their respective stormwater management programs or master plan pursuant to Florida Statute 403.0891.

TOWN Stormwater Utility Budget shall mean the TOWN's developed and approved fiscal year budget which includes a component for stormwater management of its drainage system, including capital and operating outlays necessary to maintain the level of service established in the TOWN's Stormwater Management Plans.



Utility Stormwater Budget shall mean the UTILITY's developed and approved fiscal year budget for stormwater management of its drainage system, including capital and operating outlays necessary to maintain the level of service established in the Utility's Approved Plans.

Shared Stormwater Drainage System shall mean that portion of the drainage system owned by either the TOWN or the UTILITY to which both the TOWN and the UTILITY contribute stormwater runoff and which is further identified in Attachment "A".

Costs allocable to the TOWN shall mean those portions of the actual maintenance and operating outlays budgeted by the UTILITY in its yearly budget process, which are allocated to the TOWN based on the TOWN's relative stormwater runoff contribution to the shared portion of the stormwater drainage system of the UTILITY.

Costs allocable to the Utility shall mean those portions of the actual maintenance and operating outlays budgeted by the TOWN in its yearly budget process, which are allocated to the UTILITY based on the UTILITY's relative stormwater runoff contribution to the shared portion of the stormwater drainage system of the TOWN.

Operating Outlays shall mean expenses budgeted by the TOWN and the UTILITY which are actual expenses incurred in each fiscal year, which due to their nature are considered reoccurring expenses to sustain yearly stormwater drainage operations.

Capital Outlays shall mean expenses budgeted by the TOWN and the UTILITY which are actual expenses incurred in each fiscal year, which due to their nature are considered non-reoccurring and producing a long term benefit to the users. The yearly charges allocable to the TOWN or to the UTILITY shall be that amount prorated, plus interest charges and administrative fees, for no longer than the calculated useful life of the capitalized item in no case exceeding 20 years. A separate Interlocal Agreement is required for any approved Capital Outlays that may be amortized beyond the life of this Agreement.

Fiscal Year shall mean the period beginning on October 1 and ending on September 30 of the following year.

Force Majeure shall mean an act of God, epidemic, lightning, earthquake, fire, explosion, hurricane, flood or similar occurrence, strike, an act of a public enemy, or blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the rights or obligations under this Agreement, and which, by the exercise of due diligence, such parties shall not have been able to avoid. Such acts or events DO NOT INCLUDE inclement weather (except as noted above) or the acts or omissions of subcontractors, third-party contractors, material men, suppliers, or their subcontractors, unless such acts or omissions are otherwise encompassed by the definition set forth above.

Maintenance is defined by, and limited to, the tasks listed in the Attachment "B" or other related stormwater drainage tasks agreed to by both parties' Project Managers.

Project Manager shall mean the persons designated by the TOWN and by the UTILITY to serve as the representative of each for the purposes of exchanging communications and to issue and receive directives pursuant to and within the powers provided under this Agreement.

Written notice shall mean written communication between the Project Managers.

### **ARTICLE III STATEMENT OF WORK**

The TOWN AND the UTILITY shall fully and timely perform all work tasks described in this Statement of Work:

The TOWN shall maintain and repair shared stormwater systems located within the limits of the drainage service areas, depicted on the map in Attachment "A-2", in accordance with this Agreement and the TOWN's stormwater management plan. The TOWN shall be responsible for maintaining aesthetic conditions only on canals and other water bodies within the TOWN's boundary by providing for litter and minor debris removal as needed. The TOWN has elected to perform culvert cleaning above water, flat mowing, and slope mowing within the TOWN's boundaries, and at no cost to the UTILITY.

The UTILITY shall maintain, repair, and enhance shared stormwater management systems located within the limits of the drainage service areas in accordance with Attachment "A" and Attachment "B".

The TOWN's relative stormwater runoff contribution to the UTILITY's shared drainage system and the UTILITY's relative stormwater runoff contribution to the shared drainage system is depicted in Attachment "A".

### **ARTICLE IV TERM OF THE AGREEMENT**

The term of this Agreement shall be for a period of five (5) years commencing on October 1, 2016 and ending on September 30, 2021, provided, however, either party may terminate this Agreement without cause prior to the expiration date upon one (1) year's advance written notice to the other party of its decision to terminate this Agreement.

### **ARTICLE V TOWN AND UTILITY RESPONSIBILITIES**

A. Upon the request of either the TOWN or the UTILITY, each shall share information in matters related to operations, maintenance, design and construction costs and cost allocation determinations associated with shared drainage systems.

B. The TOWN and the UTILITY shall provide notice to each other, as provided, in this Agreement designating their respective Project Manager. Each shall promptly notify each



other of any change in the Project Manager designation by written notice as specified in this Agreement.

C. Commencing with fiscal year 2016-2017, and after approval of the Agreement, the costs allocable to the TOWN and the costs allocable to the UTILITY based on the relative stormwater runoff contribution to each other's shared portion of the stormwater drainage systems are included in this Agreement and presented as described in Attachment "B". Estimated total expenditures for the five (5) year term of this Agreement are also included and shall not be exceeded.

D. The tasks and levels of service set forth in Attachment "B" may be adjusted by the UTILITY due to prevailing environmental conditions, maintenance needs, or ownership, provided that the total annual estimated expenditures are not exceeded. The UTILITY must notify the TOWN in writing of such changes prior to the next maintenance cycle. The TOWN may also request modifications to the tasks or level of services set forth in Attachment "B". Any such work requested by the TOWN shall commence within reasonable time after the request has been made to the UTILITY. If the tasks and level of service must be adjusted in such a manner that the annual estimated expenditure will be exceeded in any given year, then approval by both parties' Project Managers must be obtained. However, the total five-year cost of the Agreement shall not be exceeded.

E. Payments by the TOWN are to be made within 30 days after the bill presentation. In the event of a dispute on the billed amount, the TOWN may notify the UTILITY of the nature of the dispute and the UTILITY shall make arrangements for the pertinent records to be made available for inspection by the TOWN, as indicated under Article V (H) of this Agreement. Upon resolution of the dispute, payments by the TOWN are to be made within 30 days. In the event of an overpayment by the TOWN, the UTILITY shall reimburse the TOWN within 30 days after verification of the overpayment by the UTILITY.

F. The TOWN and the UTILITY shall maintain financial records pertaining to this Agreement for 5 years after the expiration of this Agreement, and shall make them available for inspection and copying at the place where the records are maintained within a reasonable time after receiving a records request.

G. The TOWN and the UTILITY shall each be responsible for procuring independently all necessary permits in the performance of their respective work under this Agreement.

H. The TOWN and the UTILITY shall each comply with all applicable regulations, ordinances and laws in effect in the performance of this Agreement.

I. If requested, the UTILITY will provide a tentative yearly maintenance schedule at the beginning of each fiscal year. As an update to the yearly maintenance schedule, the UTILITY will coordinate (via e-mail or telephone) with the TOWN within 48 hours prior to commencing work in the TOWN. The UTILITY contact for maintenance activities will be the Division Director or the Director's Designee of the Miami-Dade County Transportation and Public Works Department's Road, Bridge, and Canal Maintenance Division.

J. Upon request by the TOWN, the UTILITY shall provide quarterly reports showing the tasks performed, dates of work completed, number of crews, and pre-audited cost of service.

## **ARTICLE VI COMPENSATION/CONSIDERATION**

A. It is the intent and understanding of the parties that this Agreement is solely for the TOWN and the UTILITY. No person or entity other than the TOWN or the UTILITY shall have any rights or privileges under this Agreement in any capacity whatsoever, either as a third-party beneficiary or otherwise.

## **ARTICLE VII DEFAULT**

### TOWN Event of Default

Without limitation, the failure by the TOWN to substantially fulfill any of its material obligations in accordance with this Agreement, unless such failures are justified by Force Majeure, shall constitute a "TOWN event of default". The UTILITY shall not be required to provide one year prior notice as required under Article IV before terminating this Agreement for default. If the UTILITY determines that a TOWN event of default has occurred, the UTILITY shall provide written notice of such default to the TOWN and allow the TOWN a thirty (30) calendar day period to rectify the "TOWN event of default".

In the event that the UTILITY determines that the TOWN event of default has not been rectified, the UTILITY shall have the right to terminate the Agreement with the following cumulative and independent rights and remedies:

1. The right to declare that this Agreement together with all rights granted to the TOWN are terminated, effective upon such date as is designated by the UTILITY.
2. Any and all rights and remedies provided under federal laws and the laws of the State of Florida.

### UTILITY Event of Default

Without limitation, the failure by the UTILITY to substantially fulfill any of its material obligations in accordance with this Agreement, unless such failures are justified by Force Majeure, shall constitute a "UTILITY event of default". The TOWN shall not be required to provide one year prior notice as required under Article IV before terminating this Agreement for default. If the TOWN determines that a UTILITY event of default has occurred, the TOWN shall provide written notice of such default to the UTILITY and allow the UTILITY a thirty (30) calendar day period to rectify the "UTILITY event of default".



In the event that the TOWN determines that the UTILITY event of default has not been rectified, the TOWN shall have the right to terminate the Agreement with the following cumulative and independent rights and remedies:

1. The right to declare that this Agreement together with all rights granted to the UTILITY are terminated, effective upon such date as is designated by the TOWN.
2. Any and all rights and remedies provided under federal laws and the laws of the State of Florida.

## **ARTICLE VIII GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The UTILITY and the TOWN agree to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. Venue for any court action between the parties for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court for the Southern District of Florida, in Miami-Dade County, Florida.

## **ARTICLE IX ENTIRETY OF AGREEMENT**

The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

## **ARTICLE X HEADINGS**

Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

## **ARTICLE XI RIGHTS OF OTHERS**

Nothing in this Agreement expressed or implied is intended to confer upon any person other than the parties hereto any rights or remedies under or by reasons of this Agreement.

**ARTICLE XII  
REPRESENTATION OF TOWN**

The TOWN represents that this Agreement has been duly authorized, executed and delivered by the Town Council of the Town of MIAMI LAKES, as the governing body of the TOWN and it has the required power and authority to perform this Agreement and has granted the Town Manager or the Town Manager's Designee the required power and authority to perform this Agreement.

**ARTICLE XIII  
REPRESENTATION OF UTILITY**

The UTILITY represents that this Agreement has been duly approved, executed and delivered by the Board of County Commissioners, as the governing body of the UTILITY, and it has granted the Miami-Dade County Mayor or the Mayor's Designee the required power and authority to perform this Agreement.

**ARTICLE XIV  
WAIVER**

There shall be no waiver of any right related to this Agreement unless in writing and signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time or of any other right under this Agreement.

**ARTICLE XV  
INVALIDITY OF PROVISIONS, SEVERABILITY**

Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, provided that the material purposes of this Agreement can be determined and effectuated.

**ARTICLE XVI  
INDEPENDENT CONTRACTOR**

The TOWN shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of the UTILITY. TOWN shall have control of the work performed in accordance with the terms of this Agreement and of all persons



performing the same, and TOWN shall be responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any.

The UTILITY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of the TOWN. UTILITY shall have control of the work performed in accordance with the terms of this Agreement and of all persons performing the same, and UTILITY shall be responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any.

Nothing in this Agreement shall be construed as creating a partnership or joint venture between the UTILITY and the TOWN.

## **ARTICLE XVII INDEMNIFICATION**

The TOWN shall indemnify and hold harmless the UTILITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the UTILITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the TOWN or its employees, agents, servants, partners, principals or subcontractors. TOWN shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the UTILITY, where applicable, including appellate proceedings, and shall pay all costs, judgements and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Fla. Stat., subject to the provisions of that Statute whereby the TOWN shall not be held liable to pay a personal injury or property damage claim or judgement by any one person which exceeds the sum of \$200,000, or any claim or judgement or portions thereof, which, when totaled with all other claims or judgement paid by the TOWN arising out of the same incident or occurrence, exceed the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the TOWN.

The UTILITY does hereby agree to indemnify and hold harmless the TOWN to the extent and within the limitations of Section 768.28 Fla. Stat., subject to the provisions of that Statute whereby the UTILITY shall not be held liable to pay a personal injury or property damage claim or judgement by any one person which exceeds the sum of \$200,000, or any claim or judgements or portions thereof, which, when totaled with all other occurrence, exceeds the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence of the UTILITY. However, nothing herein shall be deemed to indemnify the TOWN from any liability or claim arising out of the negligent performance or failure of performance of the TOWN or any unrelated third party.



## **ATTACHMENT “A”**

A.1 - Percent Share Calculation Table

A.2 - Canals and Drainage Areas Map

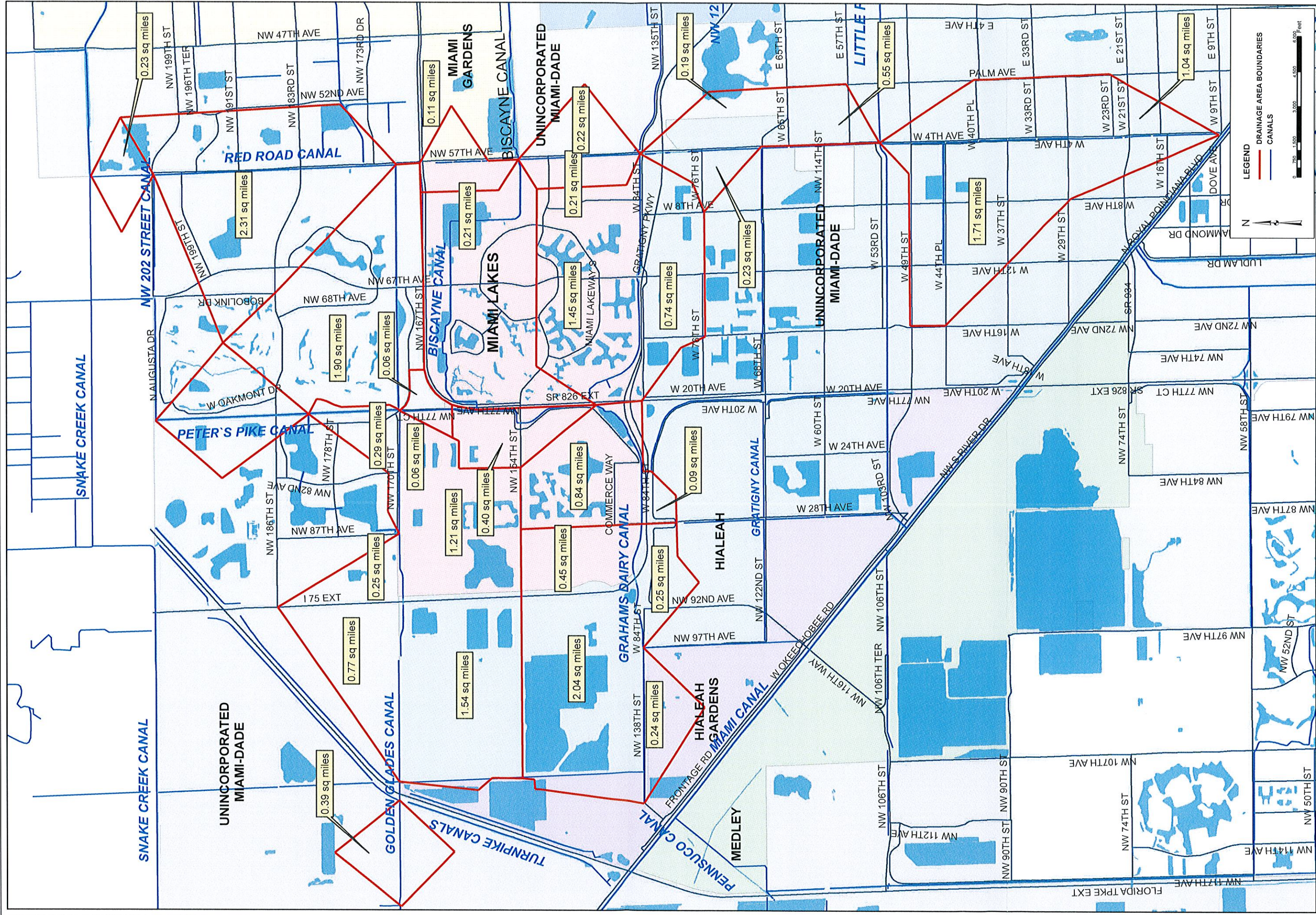
**ATTACHMENT "A.1"**

**TOWN OF MIAMI LAKES**  
**CANAL DRAINAGE AREAS % SHARE**

<u>CANAL</u>	<u>DRAINAGE AREAS (SQ MILE)</u>		<u>% SHARE</u>
<b>RED ROAD CANAL</b>			
1. Miami Lakes	0.42	(0.21+0.21)	6%
2. Miami Gardens	0.11		2%
3. Hialeah	3.53	(1.71+1.04+0.55+0.23)	50%
4. Miami-Dade County	2.95	(0.19+0.22+2.31+0.23 )	42%
<b>PETER'S PIKE CANAL</b>			
1. Miami Lakes	0.46	NW 138 St to NW 170 St	88%
2. Dade County	0.06	NW 138 St to NW 170 St	12%
<b>GOLDEN GLADES CANAL</b>			
1. Miami Lakes	1.21		19%
2. Miami-Dade County	3.60	(0.25+0.29+0.77+0.39+1.9)	57%
3. Hialeah	1.54		24%
<b>GRAHAM'S DAIRY CANAL</b>			
1. Miami Lakes	2.74	(1.45+0.84+0.45)	45%
2. Hialeah	3.12	(2.04+0.34+0.74)	51%
3. Hialeah Gardens	0.24	(0.24)	4%



# TOWN OF MIAMI LAKES CANALS AND DRAINAGE AREAS





## **ATTACHMENT “B”**

Five (5) Year Cost Share Table

(see attachment)

**ATTACHMENT "B"**

**TOWN OF MIAMI LAKES**

**Canal Maintenance Estimated Costs (FY 2016/17 - 2020/21)**

**Selected Level of Service Shown Shaded**

**Culvert Cleaning - Above Water<sup>1</sup>**

Canal Name	Cycles per Year				Municipality's	
	1	2	3	4	% Share	Cost
Red Road	\$0	\$0	\$0	\$0	6.0	\$0
Peter's Pike	\$0	\$0	\$0	\$0	88.0	\$0
Golden Glades	\$0	\$0	\$0	\$0	19.0	\$0
Grahams Dairy	\$0	\$0	\$0	\$0	45.0	\$0
sub-total	\$0	\$0	\$0	\$0		\$0

**Town's Annual Cost at Current Level of Service (0 cycles)** **\$0**

Line Item 1

**Culvert Cleaning - Below Water**

Canal Name	Cycles per Year				Municipality's	
	1	2	3	4	% Share	Cost
Red Road	\$4,300	\$8,600	\$12,900	\$17,200	6.0	\$1,032
Peter's Pike	\$1,500	\$3,000	\$4,500	\$6,000	88.0	\$5,280
Golden Glades	\$700	\$1,400	\$2,100	\$2,800	19.0	\$532
Grahams Dairy	\$1,000	\$2,000	\$3,000	\$4,000	45.0	\$1,800
sub-total	\$7,500	\$15,000	\$22,500	\$30,000		\$8,644

**Town's Annual Cost at Current Level of Service (4 cycles)** **\$8,644**

Line Item 2

**Mechanical Harvesting (submerged, emergent, and bank areas treated)**

Canal Name	Cycles per Year				Municipality's	
	1	2	3	4	% Share	Cost
Red Road	\$26,000	\$52,000	\$78,000	\$104,000	6.0	\$6,240
Peter's Pike	\$12,500	\$25,000	\$37,500	\$50,000	88.0	\$44,000
Golden Glades	\$14,000	\$28,000	\$42,000	\$56,000	19.0	\$10,640
Grahams Dairy	\$7,800	\$15,600	\$23,400	\$31,200	45.0	\$14,040
sub-total	\$60,300	\$120,600	\$180,900	\$241,200		\$74,920

**Town's Annual Cost at Current Level of Service (4 cycles)** **\$74,920**

Line Item 3

**Herbicide Treatment (submerged, emergent, and bank areas treated)**

Canal Name	Cycles per Year				Municipality's	
	1	2	3	4	% Share	Cost
Red Road	\$15,000	\$30,000	\$45,000	\$60,000	6.0	\$3,600
Peter's Pike	\$11,200	\$22,400	\$33,600	\$44,800	88.0	\$39,424
Golden Glades	\$7,000	\$14,000	\$21,000	\$28,000	19.0	\$5,320
Grahams Dairy	\$13,250	\$26,500	\$39,750	\$53,000	45.0	\$23,850
sub-total	\$46,450	\$92,900	\$139,350	\$185,800		\$72,194

**Town's Annual Cost at Current Level of Service (4 cycles)** **\$72,194**

Line Item 4

**ATTACHMENT "B"**

**TOWN OF MIAMI LAKES**

**Canal Maintenance Estimated Costs (FY 2016/17 - 2020/21)**

Mowing - Flat<sup>1</sup>

Canal Name	Cycles per Year				Municipality's	
	1	2	3	4	% Share	Cost
Red Road	\$0	\$0	\$0	\$0	6.0	\$0
Peter's Pike	\$0	\$0	\$0	\$0	88.0	\$0
Golden Glades	\$0	\$0	\$0	\$0	19.0	\$0
Grahams Dairy	\$0	\$0	\$0	\$0	45.0	\$0
sub-total	\$0	\$0	\$0	\$0		\$0

**Town's Annual Cost at Current Level of Service (0 cycles)** **\$0**

Line Item 5

Mowing - Slope<sup>1</sup>

Canal Name	Cycles per Year				Municipality's	
	1	2	3	4	% Share	Cost
Red Road	\$0	\$0	\$0	\$0	6.0	\$0
Peter's Pike	\$0	\$0	\$0	\$0	88.0	\$0
Golden Glades	\$0	\$0	\$0	\$0	19.0	\$0
Grahams Dairy	\$0	\$0	\$0	\$0	45.0	\$0
sub-total	\$0	\$0	\$0	\$0		\$0

**Town's Annual Cost at Current Level of Service (0 cycles)** **\$0**

Line Item 6

Obstruction Removal / Preventative Mitigation / Emergency Repair (contingency)<sup>2</sup>

Canal Name	Cycles per Year				Municipality's	
	1	2	3	4	% Share	Cost
Red Road	\$2,000	\$4,000	\$6,000	\$8,000	6.0	\$120
Peter's Pike	\$2,000	\$4,000	\$6,000	\$8,000	88.0	\$1,760
Golden Glades	\$2,000	\$4,000	\$6,000	\$8,000	19.0	\$380
Grahams Dairy	\$2,000	\$4,000	\$6,000	\$8,000	45.0	\$900
sub-total	\$8,000	\$16,000	\$24,000	\$32,000		\$3,160

**Town's Annual Cost at Current Level of Service (1 cycle)** **\$3,160**

Line Item 7

**TOTAL ANNUAL COST**

**\$489,000**

**MDC STORMWATER UTILITY ANNUAL COST**

**\$330,082**

**MDC STORMWATER UTILITY 5-YEAR COST**

**\$1,650,410**

**MIAMI LAKES ANNUAL COST (Line Items 1 through 7)**

**\$158,918**

**MIAMI LAKES 5-YEAR COST**

**\$794,590**

**NOTES:**

<sup>1</sup> To be performed by the Town, within the Town boundaries, at no cost to the County

<sup>2</sup> Obstruction Removal to be performed as needed and may include such tasks as Dead Animal Removal, Cut Vegetation, Debris Removal by Hand, and Clean Trash Interceptors. Preventative Mitigation / Emergency Repair requires Town's written approval of cost-share estimate prior to performance of any such work (e.g canal bank stabilization, headwall repair, culvert blockage removal after a storm) in order to invoice the Town.

Scheduled tasks do not include aesthetic cleaning such as debris or litter removal

Costs are not to exceed the total annual amounts unless modified in accordance with Article V, Paragraph D

Level of Service and Costs based on FY2012 to 2015 expenditures and cost projections





## **Town of Miami Lakes Memorandum**

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**To:** Honorable Mayor and Council

**From:** Town Manager Alex Rey

**Subject:** Neighborhood Matching Grant

**Date:** September 6, 2015

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### **Recommendation:**

It is recommended that the Town Council approve Neighborhood Matching Grant that will create a balanced landscaping design, complimenting the beautification efforts made by the Town at NW 154 Street by planting palms on the north side of the intersection adjacent to the golf club. The total project cost is \$22, 610 of which the Town will be contribute \$5,000.

### **Background:**

The Miami Lakes Town Council adopted the Neighborhood Matching Grant Program (NMGP) to encourage neighborhoods to plan and work together in a dynamic fashion in order to accomplish neighborhood-based goals and objectives and to provide the Town of Miami Lakes neighborhoods with the opportunity to make improvements and/or enhancements to ensure their long-term viability. The intent of the program is to support a comprehensive beautification strategy managed by the Town with the recommendation of the Neighborhood Improvement Committee (NIC). These projects will improve the physical, cultural, and recreational conditions in Miami Lakes' neighborhoods.

The project will include the removal of four black olive trees and the planting of three new palms, it also includes the installation a new irrigation system.

### **Attachments:**

**Neighborhood Matching Grant Resolution**

**Grant Application**

**August 18 2016 NIC Minutes**



**RESOLUTION NO. 16-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA APPROVING AN AWARD OF FUNDS TO NEIGHBORS SUPPORTED BY GRAHAM COMPANIES THROUGH THE TOWN'S NEIGHBORHOOD MATCHING GRANT PROGRAM; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Miami Lakes, Florida ("Town") established the Miami Lakes Neighborhood Matching Grants Program ("Program") via Resolution 04-234; and

**WHEREAS**, the Town has determined that there is a need for the replacement of four black olive trees and the planting of three new palm trees with an added irrigation system along N.W. 154<sup>th</sup> Street and 77<sup>th</sup> Avenue; and

**WHEREAS**, twenty three (23) residents have also signed the application; and

**WHEREAS**, the area for the replacement the trees and planting of the trees is immediately adjacent to the entrance feature of the Town on one of its most traveled thoroughfares; and

**WHEREAS**, in order to achieve this goal, town staff sought the partnership of The Graham Companies; and

**WHEREAS**, the partnership between private companies and neighborhood groups encompasses the spirit of the Program; and

**WHEREAS**, the Program requires that the grant applicant be a Neighborhood Group or Home Owner Association; and

**WHEREAS**, in this instance the applicant is a private enterprise, namely the Graham Companies ("Applicant"); and

**WHEREAS**, the nature of the project, its alignment with the beautification strategy of the Town, and the overall benefit to the residents of Miami Lakes warrant an exception to the Program's grant application requirement; and

**WHEREAS**, the Town's Neighborhood Improvement Committee ("Committee") considered the Applicant's request at its August 18, 2016 meeting and recommended an award of the Program in the amount of \$5,000.00; and

**WHEREAS**, the Town Manager concurs with the Committee's recommendation; and

**WHEREAS**, the total project is budgeted at \$22,610.00, with a contribution in excess of 50% by the Applicant in the amount of \$17,610.00; and

**WHEREAS**, maintenance personnel for the Project will be provided by the Applicant.

**WHEREAS**, the Town Manager concurs with the Committee's recommendation; and

**WHEREAS**, the Town Council believes that the Application should be approved and that an award of the Program's funds in the amount of \$5,000.00 should be made to the Applicant.

**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 Award.** The Town Council hereby approves the application for an award of a Miami Lakes Neighborhood Matching Grant in the amount of \$5,000.00 to be given to the Applicant.

**Section 4. Authorization of Fund Expenditure.** The Town Manager is authorized to expend budgeted funds in the amount of \$5,000.00 to implement the terms and conditions of the resolution.

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

**PASSED AND ADOPTED** this 6th day of September, 2016.

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

FINAL VOTE AT ADOPTION

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

\_\_\_\_\_  
Michael A. Pizzi, Jr.  
MAYOR

Attest:

Approve as to Form and Legal Sufficiency

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

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

## Matching Grant Application

Note: It is important that you complete each item on this application form. Please call Nicole Singletary at 305-364-6100 ext. 1172 if you have questions.

Date: August 2, 2016

### Part I. APPLICANT PROJECT INFORMATION

Name of Applicant The Graham Companies Signature 

Name of Project Coordinator: Andrea G. Rechichi  
(Project coordinator who can answer questions prior to proposal review and receives all correspondence related to the project)

Address: 6843 Main Street City: Miami Lakes Zip Code: 33014

Daytime Phone: 305-817-4050 Evening Phone: N/A

Email address: andrea.rechichi@grahamcos.com

Project Name Miami Lakes Drive and 77th Avenue Symetrical Entry

Brief Project Description To create a balanced landscaping design by complementing the Towns beautification project at 154th and 77th Avenue. Existing Black Olive trees along the northside of the road will be removed and replaced with three Sylvestri Palms to mirror what the Town has planted in the median and south side of the road.

Specific address of this project (please submit map): NE Corner of 154th and 77th Avenue (Shula's Golf Club - 7601 Miami Lakes Drive)

How many people are in support of project? 23+

Total Town Neighborhood Matching Grant request \$ 5,000.00

Total value of the neighborhood's contribution (Match) \$ 17,610.00

Photographs attached? ☒ YES  
☐ NO

#### **Town Office use only:**

Reviewed by: \_\_\_\_\_

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



## Part II. Questions (Attach additional pages if necessary)

### 1. Project Purpose

What problem or opportunity will be addressed by this project that is of benefit to the entire neighborhood/ and what is the end goal or visible product that will result when the project has been completed?

The Town has been enhancing entry features to Miami Lakes including the 154th Street/Miami Lakes Drive and Palmetto Expressway gateway. The proposed project will be to remove the existing black olive trees on the north side of the road and replace them with Sylvestri Palms which have been used in the median and south side of the road. Upon completion, the described project will compliment and enhance the current beautification planting that has been completed at the mentioned gateway by creating a symmetrical, balanced, tree lined look. Thus further improving the aesthetics of the overall gateway into Miami Lakes.

### 3. Work Plan

Outline how your Neighborhood plans to accomplish this project. List the key activities to reach your Neighborhood goals and next to the activity, list the date (month/year) estimated it will be completed (all projects must be completed within 6 months).

Activity	Completion Date
Remove existing Black Olive Trees	September 2016
Install Irrigation for new trees	October 2016
Plant Sylvestri Palms	November 2016

### 6. Neighborhood Improvement Project

- a. Who is the owner (public or private) of the property where the project will take place?

The Graham Companies

- b. If private, the application must be submitted by the owner of the property.

- c. What is the Neighborhood's plan for providing on-going maintenance of this improvement?

Shula's Golf Club will be maintaining the area with its routine groundskeeping as the area is the far SE corner of the property. New irrigation will allow for the plants to thrive.

### Part III. Project Budget

- A. **Description of Item:** List each resource needed to complete your project.  
 B. **Quantity:** List the amount of each resource needed.  
 C. **Source of Cost:** Supplier of item listed in A.  
 D. **Total:** Calculate the proposed income/expenses (include sales tax if appropriate).  
 E. **In-Kind/Cash Contribution:** Describe where the neighborhoods \$ are coming from.

A. Proposed Expenses	B. Quantity	C. Source for Cost	D. Total
Tree Removal	4 trees	One Two Tree	\$ 5,310.00
Irrigation Installation	1	Research Irrigation	\$ 2,800.00
New Sylvestri Palms	3 Trees	Purchase,Install + Delivery	\$ 12,000.00
Permits and Fees		Town of Miami Lakes	\$ 2,500.00
		<b>Total Proposed Expenses</b>	<b>\$ \$ 22,610.00</b>

E. Neighborhood's Contribution:	D. Total
<ul style="list-style-type: none"> <li>In-kind = Volunteer Labor/Professional Services</li> <li>In-kind \$ cannot exceed 20% of total contribution</li> <li>Volunteer labor valued at \$8/hr</li> </ul>	
<b>In-Kind:</b>	
<b>Cash Contribution:</b> (name/address of contributor and contribution amount)	
The Graham Companies, 6843 Main Street, Miami Lakes, FL 33014	\$ 17,610.00
<b>Total Proposed Contribution</b>	<b>\$ \$ 17,610.00</b>

## Part IV. Neighborhood Support Form

- List all residents that are in support of the project

Name	Phone number	Address	Signature
David Healy	954-655-1095	7009 Crown Gate Pl.	David Healy
Anne Little	786-651-6734	7010 Green Tree Ln	Anne Little
Audrie NANCE	305-336-1937	6440 Sawmill Lane	Audrie Nance
Michele Julia	305-761-2735	8042 NW 161 Terr.	Michele Julia
Alexandra Font	305-343-8050	14160 Leaning Pine Dr	Alexandra Font
John Jimenez	954-257-9300	14630 Bull Run Road	John Jimenez
Vanessa Perez	305-389-1314	7355 Fairway Dr.	Vanessa Perez
Carol Wyllie	305-725-0158	8541 Glencairn Ln.	Carol Wyllie
Catalina Quintana	305-558-7449	9030 NW 146 Ter.	Catalina Quintana
Roselind Romero	786-709-0332	15650 Bull Run Rd.	Roselind Romero
Ileana Greenberger	305-389-7233	13940 Leaning Pine Dr.	Ileana Greenberger
Glenn Elbert	740 Green Tree Lane	305-821-5473	Glenn Elbert
Michael Hufferker	954-298-6525	14350 Lake Crescent Pl 14350 Lakes 32014	Michael Hufferker
Anna Folkman	305-558-6782	16305 Gage Pl #201	Anna Folkman
Luis Martinez	305-632-2419	8531 GLENCAIRN LN	Luis Martinez
Carol Howell	305-821-6384	7368 Poinciana Ct	Carol Howell
Glenn Howell	(305) 978-2035	7350 POINCIANA CT	Glenn Howell
Gwendolyn Wood	305-804-8160	14350 Lake Crescent Pl	Gwendolyn Wood
Patricia Graham	305-822-9009	6911 Main St. #225	Patricia Graham
Robert Curry	6510 MAIN STREET	321-557-2708	Robert Curry
Les Dorn	954-288-9324	6912 Crown Gate Pr	Les Dorn
NELL HAMMER	305-898-9315	15727 MONT ROSE	Nell Hammer
Gary Snow	305-827-2472 305-656-0511	6837 main st	Gary Snow

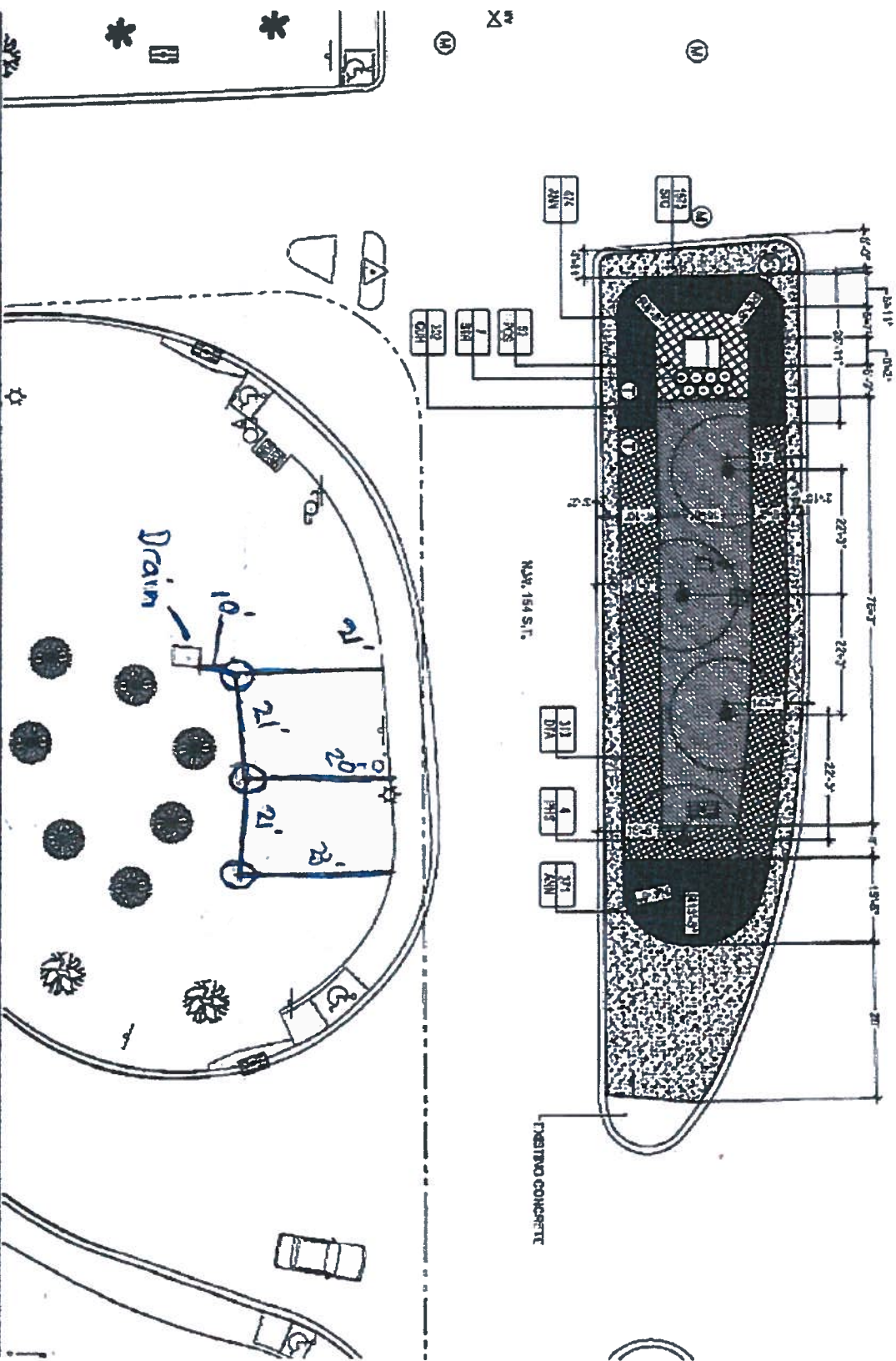








Diagram illustrating the correct and incorrect placement of trees along a road. Red circles with a slash indicate trees that should not be planted, while green circles indicate trees that are acceptable. Distances of 22' and 30' are marked between trees.



**TOWN OF MIAMI LAKES**  
**Neighborhood Improvement Committee**  
**Agenda for August 18, 2016**

1. **CALL TO ORDER:** Meeting was called to order at 6:55 pm by Chairman Joshua Dieguez.

2. **ROLL CALL:**

✓	Josh Dieguez, Chair
✓	JC Fernandez, Vice Chair
	Stephen Caceres
✓	Danielle Diaz
	Arnaldo Gonzalez
✓	Robert Ibarra
	Jose Llano
✓	Joe Pardo
	Augustin Robaina
	Nancy Roberts
✓	Felicia Salazar
✓	Jacqueline Vaquer
✓	Rudy Lloredo

3. **PUBLIC COMMENTS:** None

4. **NEW BUSINESS**

- a. **NMGP Application Consideration:** Robert Ibarra made a motion to accept application. Motion received second from Joshua Dieguez. Motion carried unanimously
- b. **Elections:** Nominated by Rudy Lloredo: Chairman: JC Fernandez, Vice-Chair: Nominated by Rudy Robert Ibarra: Robert Ibarra, Nominated by Rudy Lloredo: Secretary: Danielle Diaz. Second by Robert Ibarra. Motion carried.

5. **ADJOURNMENT**



## **Town of Miami Lakes Memorandum**

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**To:** Honorable Mayor and Town Councilmembers

**From:** Alex Rey, Town Manager

**Subject:** RFP 2016-36 Property, Casualty and Liability Insurance Program

**Date:** September 6, 2016

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### **Recommendation:**

It is recommended that the Town Council authorize the Town Manager to execute a contract with Brown & Brown of Florida, Inc. for brokerage services, management and administration of the Town's Property, Casualty and Liability Insurance Program in an amount not to exceed budgeted funds. The proposal for the policy year commencing October 1, 2016 is \$238,276 inclusive of the broker's fees. The initial term of the agreement is three (3) years with the option for the Town Manager to renew the contract for two (2) additional one-year periods.

### **Background:**

On June 28, 2016 the Town of Miami Lakes ("Town") issued RFP No. 2016-36 Property, Casualty and Liability Insurance Program to procure proposals from qualified firms to provide a complete cost effective property, casualty and liability insurance policy for the Town. The successful proposer is to manage all of the Town's insurance needs to provide claims management as part of the policy, and to recommend services that will best meet the needs of the Town in terms of cost, level of protection and long term feasibility.

The RFP was advertised in the Miami Daily Business Review, posted on the Town website and DemandStar (439 suppliers were notified under 16 commodities) and noticed in the Town Hall lobby. The Town received one (1) proposal response from Brown & Brown of Florida, Inc.

An Evaluation Committee (the "Committee") comprised of the following individuals met on August 3, 2016 to evaluate the responsive proposal:



1. Eddie Beecher, Risk Manager, City of Pompano Beach, Insurance Manager
2. Ismael Diaz, MBA, Finance Director, Town of Miami Lakes (Committee Chair)

3. Bernard McGriff, Resident, Town of Miami Lakes resident and prior Director of Miami-Dade County General Services Administration

The Committee evaluated Brown & Brown's technical proposal based on the criteria set forth in the solicitation to include Proposer's experience, qualifications of firm and key personnel, past performance and their approach to providing services. They received the full weight for price due to being the sole RFP respondent.

Committee members stated they were impressed by Brown and Brown's relatively low broker's fees and proposed deductibles. Additionally, the Committee said that the broker's fees were good values for the price of coverage which includes the Youth Center property and contents. The proposed policy coverage is in congruence with the Town's current coverage which includes the following: Property/Equipment Breakdown/Crime, Inland Marine equipment, General Liability, Public Officials Liability, Employment Practices Liability, Automobile Liability & Physical Damage and Workers' Compensation and Employers Liability.

There are two insurance providers proposed by Brown & Brown across the coverage areas listed above, they include Preferred Governmental Insurance Trust (PGIT) and Fidelity and Deposit Company of Maryland. In the event Brown & Brown recommends the Town change insurers, the Town Manager will present the new insurers to the Town Council for approval.

The broker is responsible for ensuring the coverage is renewed at the same standards on an annual basis and may proposed deviations from the current coverage levels. The FY 2016-17 premium quoted by Brown and Brown, inclusive of broker fees is \$238,276; the contract value will be set based on the Approved Budget level. The FY17 General Fund has \$244,100 budgeted for insurance services which includes an allowance for additional coverage of new equipment and facilities acquired throughout the year. The premium has decreased almost \$11,000 or 4.4% when compared to the current annual policy amount.

Brown & Brown is the largest independent insurance agency organization in the State of Florida, and the incumbent agent of record administering the Town's current insurance policy. Brown & Brown has been managing the Town's property, casualty, and liability insurance for the past seven years and has provided a level of service that has more than met our expectations.

## **Attachments:**

**Resolution for Insurance**

**RFP 2016-36 Solicitation**

**RFP 2016-36 Tabulation**

**RFP 2016-36 Brown & Brown's Submittal**

**RFP 2016-36 Agreement**

**RESOLUTION NO. 16-\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, TO APPROVE AWARD OF RFP 2016-36, PROPERTY, CASUALTY AND LIABILITY INSURANCE PROGRAM TO BROWN & BROWN OF FLORIDA, INC.; 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 June 28, 2016 the Town of Miami Lakes (the “Town”) issued Request for Proposals (“RFP”) No. 2016-36 to secure a brokerage firm to provide a complete cost effective Property, Casualty and Liability Insurance Program for the Town ; and

**WHEREAS**, the brokerage firm is responsible for management and administration of the Town’s insurance policies, to include claims management and recommendation of services that will best meet the needs of the Town in terms of cost, level of protection and long term feasibility; and

**WHEREAS**, the RFP was properly advertised, posted on the Town Website, distributed to four hundred thirty nine (439) suppliers via demand star and noticed in the Town Hall lobby; and

**WHEREAS**, the Town received one (1) RFP proposal from Brown and Brown of Florida, Inc. (“Brown & Brown”); and

**WHEREAS**, an Evaluation Committee reviewed the proposal in accordance with the criteria stated in the solicitation and determined that Brown & Brown’s response to include policy servicing and premiums quoted are of good value; and

**WHEREAS,** the Town Manager concurs with the Evaluation Committee's recommendation to award RFP 2016-36 to Brown & Brown; and

**WHEREAS,** the premium quoted by Brown & Brown for the upcoming policy beginning on October 1, 2016 inclusive of broker's fees is \$238,276 and is in accordance with budgeted funds; and

**WHEREAS,** the quoted coverage includes policies insured by Preferred Governmental Insurance Trust (PGIT) and Fidelity and Deposit Company of Maryland; and

**WHEREAS,** in the event Brown & Brown recommends the Town change insurers, the Town Manager will present the new insurers to the Town Council for approval; and

**WHEREAS,** the initial contract period is three years with two twelve-month options to renew; and

**WHEREAS,** the Town Council approves the recommendation of the Town Manager and authorizes the Town Manager to enter into the contract with Brown & Brown of Florida, Inc. for award of RFP 2016-36 Property, Casualty and Liability Insurance Program; and

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

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

**Section 2. Approval of the Contract.** The Town Council hereby approves the award of RFP 2016-36 to Brown & Brown of Florida, 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 Brown & Brown of Florida, Inc. for Property, Casualty and Liability Insurance Program.

**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 funds.

**Section 5. Execution of the Contract.** The Town Manager is authorized to execute the Contract with Brown & Brown of Florida, Inc. for Property, Casualty and Liability Insurance Program 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 6th day of September, 2016.

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

**FINAL VOTE AT ADOPTION**

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

\_\_\_\_\_  
Michael A. Pizzi, Jr.  
MAYOR

Attest:

Approve as to Form and Legal Sufficiency

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

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

**REQUEST FOR PROPOSALS**

**PROPERTY, CASUALTY AND LIABILITY INSURANCE**

**PROGRAM**

**RFP No. 2016-36**



**The Town of Miami Lakes Council:**

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

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

**DATE ISSUED: Tuesday, June 28, 2016**

**CLOSES: 2:00 PM EST Thursday, July 21, 2016**

# Request for Proposals No. 2016-36

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### **Attachments:**

Attachment A – Price Proposal Worksheet (Excel file)

Attachment B – Policy Binder including Schedule of Vehicles & Trailers

Attachment C – WC Annual Deposit Payrolls

Attachment D – Professional Services Agreement

## SECTION 1

### LEGAL NOTICE/REQUEST FOR PROPOSALS

**RFP No.:** 2016-36  
**RFP Name:** Property, Casualty and Liability Insurance Program  
**Pre-Proposal Conference:** N/A  
**Proposals Due:** 2:00 PM, Thursday, July 21, 2016

The Town of Miami Lakes, Florida, (the "Town") is accepting sealed proposals from qualified firms to provide a Property, Casualty and Liability Insurance Program (the "Services"). Proposals must be submitted in the form of one (1) original and five (5) copies of the Response, plus one (1) copy of the complete Technical Proposal in digital form on CD-ROM or flash drive in PDF format in addition to the Price Proposal in digital format, and **must** be received by the Office of the Town Clerk, 6601 Main Street, Miami Lakes, Florida 33014 **by no later than 2:00 P.M. on Thursday, July 21, 2016**, at which time the time for receiving Responses will close.

The Scope of Work includes providing property, casualty and liability insurance for the Town for a policy effective date of October 1, 2016.

Section 4.5 of the RFP stipulates the minimum requirements, which Proposers must meet to be considered for an award under this RFP.

Copies of the RFP, including all related documents can be obtained by visiting the Town's website at <http://www.miamilakes-fl.gov/>, and selecting "Contractual Opportunities" and on [www.DemandStar.com](http://www.DemandStar.com). The Town is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than the Town of Miami Lakes Procurement Division.

All inquiries regarding this RFP **must** be directed to the Procurement Division at [procurement@miamilakes-fl.gov](mailto:procurement@miamilakes-fl.gov). 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. Failure to comply with the "Cone of Silence may result in the rejection of a Response. For additional information concerning the "Cone of Silence please refer to Section 2-11.1 of Miami Dade County Code.



## SECTION 2 – SUBMISSION OF A RESPONSE

### 2.1 Submittal Requirements

Proposers submitting a response (“Response”) to this Request for Proposals (“RFP”) must submit both a Technical Response and a separate Price Response based on the requirements set forth in the RFP.

Sealed written Responses must be received by the Town of Miami Lakes; Town Clerk’s Office, no later than the date, time and at the location indicated in Section 1 of the RFP, in order to be considered responsive. Faxed or e-mail Responses are **not** acceptable, and will not be considered. **Responses received at any other location than the aforementioned or after the Proposal submission date and time shall be deemed non-responsive and shall not be considered.**

Only one (1) Response from an individual, firm, partnership, corporation, business entity, or joint venture will be considered in response to this RFP.

One (1) original and five (5) copies of the Response, plus one (1) copy of the complete Response in digital form (on CD-ROM in .pdf format as stated in Section 1, must be timely received by the Town or your Response may be disqualified.

### 2.2 Additional Information or Clarification

Requests for additional information or clarifications **must** be made in writing. Proposers **must** e-mail their requests for additional information or clarifications (“RFI”) in accordance with “Cone of Silence” and contact information provided in Section 1. Any request for additional information or clarification must be received five (5) business days prior to the Response Submission Date.

The Town may issue responses to inquiries and any other corrections or amendments it deems necessary in written addendum, which will be issued prior to the Response Submission Date. The Town may not issue a response to all RFI submittals. Proposers should not rely on any oral or written representations, statements or explanations other than those made in this RFP or in any written addendum to this RFP. Where there appears to be conflict between the RFP and any addenda issued, the last addendum issued shall prevail.

**It is the Proposer's sole responsibility to ensure receipt of all addenda.** Prior to submitting the Response, the Proposer should check the Town’s webpage identified in Section 1 for any addendum.

### 2.3 Agreement

The Town anticipates awarding a Professional Services Agreement for an initial three (3) year period with an option to renew for two (2) additional one-year periods. The Proposer(s) selected to provide the service(s) requested herein (the “Successful Proposer(s)”) shall be required to execute an agreement (“Agreement”) with the Town, a draft of which has been included as part of the RFP.

## **2.4 Price Proposal**

The Price Proposal will be publicly opened at the Evaluation Committee meeting immediately following evaluation of the Technical Proposals. The total Price Proposal score will be incorporated into the overall rating and ranking of the Responses.

The Town reserves the right to negotiate the final price should that be deemed in the best interest of the Town.

## **2.5 Award of an Agreement**

A Professional Services Agreement may be awarded to the Successful Proposer by the Town Council, based upon the requirements contained in the RFP. A draft Professional Services Agreement attached hereto as Attachment D is hereby incorporated into and made a part of this RFP.

The Town may award an Agreement on the basis of the initial Response, without negotiations. As such, Proposer's Response should contain the Proposer's best terms from a technical and monetary standpoint.

The Town reserves the right to execute or not execute, as applicable, an Agreement with the selected Proposer, where it is determined to be in the Town's best interests. The Town does not represent that any award will be made.

## **2.6 Agreement Execution**

Proposer by submission of its Response agrees to execute the Professional Services Agreement in substantially the form provided herein. Without diminishing the foregoing, the Proposer may request clarifications and submit comments concerning the Agreement for the Town's consideration.

Upon award of an Agreement, the contents of the Response of the Successful Proposer(s) may be included as part of the Agreement, at the Town's sole discretion.

Responses that are conditioned to mandatory additions, deletions or revisions to the Agreement's terms and conditions may be rejected as non-responsive.

## **2.7 Submittal Instructions**

Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit Responses in accordance with the requirements of this RFP. **PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A RESPONSE.** Proposers shall make the necessary entry in all blanks and forms provided for the Response.

Responses shall be submitted in sealed envelope(s) or package(s) with the RFP number, title, and opening date clearly noted on the outside of the envelope(s) or package(s).

## **2.8 Changes, Alterations and Withdrawal**

Responses shall be valid and irrevocable for at least 120 days. Proposer may change or withdraw a Response at any time prior to Response Submission Deadline. All changes or withdrawals shall be made in writing to the Town Clerk. Oral/Verbal modifications will not be allowed and will be disregarded. Written modifications will not be accepted after the Response

Submission Deadline. Proposers shall not assign or otherwise transfer their Response. A transfer or assignment of the Response will result in the rejection of the Response as non-responsive.

## **2.9 Subconsultant(s)/Subcontractors**

Subcontracting of the Services under this RFP is not permitted.

## **2.10 Joint Ventures**

Joint ventures must submit their joint venture agreement indicating that the person signing the Proposal is authorized to sign RFP documents on behalf of the joint venture and submit the appropriate Certificate of Authority (corporate, partnership, or individual).

## **2.11 Discrepancies, Errors, and Omissions**

Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to the individual identified and in the manner prescribed in Section 1 of the RFP. Should it be necessary, the Town will issue a written addendum to the RFP clarifying such conflicts or ambiguities.

## **2.12 Disqualification/Rejection of Responses**

***This RFP requires the use and submission of specific Town Forms. In addition, the RFP requires the submission of additional documents and information. These are mandatory requirements that must be met to be considered responsive. Failure to utilize the Town Forms and submit the required documents will result in the rejection of the Response as non-responsive and it will not be considered. Modification of, retyping, or any alterations to the Town Forms will result in the rejection of a Response as non-responsive.***

The Town reserves the right to disqualify Responses before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer. It also reserves the right to waive any immaterial defect or informality in any Response; to reject any or all Responses in whole or in part, or to reissue a Request for Proposals.

Throughout this RFP, the phrases “must” and “shall” will denote mandatory requirements. Any Response that does not meet the mandatory requirements is subject to immediate disqualification.

Any Proposer who submits in its Response any information that is determined by the Town, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration for award of the Agreement.

Any Response submitted by a Proposer who is in arrears, e.g., money owed or otherwise in debt by failing to deliver goods or services to the Town (including any agency or department of the Town) or where the Town has an open or liquidated claim against a Proposer for monies owed the Town at the time of Proposal submission, or if a Proposer has been declared in default or abandoned a prior Town contract or agreement, or has been debarred by an federal, State of Florida, or Florida public entity within the past five (5) years will be rejected as non-responsive and shall not be considered for award.

The Town, in its sole discretion may reject all responses, specific Responses, portions of a Response where such action is determined based on the RFP or the best interest of the Town.

### **2.13 Proposer's Expenditures**

Proposers understand and agree that any expenditure they make in preparation and submittal of Responses or in the performance of any services requested by the Town in connection with the Responses in response to this RFP are exclusively at the expense of the Proposers. The Town shall not pay or reimburse any expenditure or any other expense incurred by any Proposer in preparation of a Response, and/or anticipation of an award of a contract, and/or to maintain the approved status of the Successful Proposer(s) if an Agreement is awarded, and/or administrative or judicial proceedings resulting from the solicitation process.

### **2.14 Due Diligence**

Proposer is solely responsible for performing all necessary investigations to inform themselves thoroughly as to all difficulties and issues involved in the completion of all Work required pursuant to the mandates and requirements of the RFP and the Agreement. No plea of ignorance of conditions or difficulties that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the Work as a result of failure to make the necessary examinations and investigations will be accepted as an excuse for a failure or omission on the part of the Proposer to fulfill, in every detail, all of the requirements of the Agreement, nor will they be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time

### **2.15 Execution of Response**

The Proposal must be manually and duly signed by an authorized corporate officer, principal, or partner (as applicable) in blue ink with a signature in full. When a Partnership is the Proposer, the Proposal shall be signed in the name of the firm by one or more of the partners. When a corporation is the Proposer, the officer signing shall set out the corporate name in full beneath which he/she shall sign his/her name, give title of his/her office and affix the corporate seal and shall be attested to by the Corporate Secretary or Assistant Secretary. Corporations must furnish documentation demonstrating the officer's authority to sign on behalf of the corporation. Partnerships must furnish also furnish documentation demonstrating the partner's authority to sign on behalf of the partnership.

Anyone signing the Response as agent must file with the Response legal evidence of signature authority. Proposers who are nonresident corporations shall furnish to the Town a duly certified copy of their permit to transact business in the State of Florida with the Response. Failure to promptly submit this evidence or qualification to do business in the State of Florida may be basis for rejection of the Response.

Failure to properly execute the Response may result in the Response being rejected as non-responsive.

Proposer understands that by submitting this RFP such submittal does not constitute an agreement or contract with the Proposer.



**[THIS SPACE INTENTIONALLY LEFT BLANK]**

### **SECTION 3 –SCOPE OF SERVICES**

The Town of Miami Lakes (the “Town”) is soliciting proposals to provide a complete cost effective Property, Casualty and Liability Insurance Program for the Town. The Proposer shall provide insurance coverage in accordance with the declaration pages included in Attachment B. Proposer shall be responsible for managing all of the Town’s insurance needs during the period of the Agreement, as well as providing claims management as part of the Services. Successful Proposer will be responsible for recommending Services that will best meet the needs of the Town in terms of cost, level of protection and long term feasibility. Each Proposer should separately indicate their qualifications, experience, and present municipal clientele in accordance with Section 5 of the RFP.

Proposers will provide the price proposal using Attachment A – Price Proposal Worksheet (Excel file). Premiums must be based on the Town’s current coverage as provided in Attachments B and C.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

## **SECTION 4 – RFP TERMS AND CONDITIONS**

### **4.1 Acceptance/Rejection**

The Town reserves the right to accept or reject any or all Responses or to select the Proposer that, in the opinion of the Town, is in its best interest. The Town also reserves the right to reject any Proposer(s) who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time any contracts with the Town, and who is not in a position to perform the requirements defined in this RFP. Further, the Town may waive informalities, technicalities, minor irregularities, and/or request new Responses for the services specified in this RFP and may, at its discretion, withdraw and/or re-advertise the RFP. All such actions taken shall be in accordance with the applicable sections of the Town Code and this RFP.

### **4.2 Legal Requirements**

This RFP is subject to all applicable federal, state, county, Town and local laws, codes, ordinances, rules and regulations that in any manner affect any and all of the services covered herein. By submitting a Response the Proposer certifies that it has full knowledge of such laws, codes, and ordinances, and any lack of knowledge by the Proposer shall in no way be cause for relief from responsibility for compliance with these requirements.

### **4.3 Non-Appropriation of Funds**

In the event that insufficient funds are appropriated and budgeting or funding is otherwise unavailable in any fiscal period for this award, then the Town, shall have the unqualified right to terminate the Agreements upon written notice to the Consultant, without any penalty or expense to the Town.

### **4.4 Business Tax Receipt Requirement**

Proposer(s) shall meet the Town's Business Tax Receipt requirements in accordance with the Town Code, as amended. Proposer(s) with a business location outside the Town of Miami Lakes shall meet the applicable local or County Business Tax Receipt or Occupational License requirements.

### **4.5 Minimum Qualification Requirements**

The Town is seeking to procure a qualified and experienced insurance broker, agent, or agency meeting the following requirements:

- Ten (10) years of experience writing property, casualty, and liability insurance for public entities in the State of Florida, preferably in Southeast Florida.
- Proposer's key personnel, who will be primarily responsible for the Program shall be a licensed insurance agent(s) in the State of Florida, as of the RFP Due Date.
- Proposer must be licensed as an insurance broker, agent or agency by the State of Florida, Department of Financial Services.

**A minimum of five (5) client references from agencies of a similar, size, scope, and complexity that have been completed in the past three (3) years that were in effect for no less than one (1) year are to be included in the Response. The Proposer must utilize the Reference**

Certification Form included herein for these references. Failure to submit the reference forms may result in the Response being deemed non-responsive.

#### **4.6 Local Preference**

This RFP is subject to the Local Business Preference as specified in Ordinance 09-115 of the Town Code.

#### **4.7 Public Entity Crimes**

Proposers must be in compliance with Section 287.133, Florida Statutes. Proposers shall submit the corresponding form herein with their Response.

#### **4.8 Review of Responses for Responsiveness**

Each Response will be reviewed to determine if it is responsive to the submission requirements outlined in the RFP. A “responsive” Response is one which meets the requirements of the RFP and is submitted in the format outlined in the RFP, is of timely submission, can be evaluated in accordance with the Evaluation Criteria, and has appropriate signatures/attachments as required on each document. Failure of the Proposer to provide the information as required under Section 4 of the RFP may result in a rejection of the proposal as non-responsive.

#### **4.9 Collusion**

The Proposer, by submitting a Response, certifies that its Response is made without previous understanding, agreement or connection either with any person, firm, or corporation submitting a Response for the same services, or with any Town department. The Proposer certifies that its Response is fair, without control, collusion, fraud, or other illegal action. The Proposer further certifies that it is in compliance with the conflict of interest and code of ethics laws. The Town will investigate all situations where collusion may have occurred and the Town reserves the right to reject any and all Responses where collusion may have occurred.

The Proposer shall include in its Response, in the applicable section of its Response, the Non-Collusive Affidavit, included herein. Failure by the Proposer to submit this affidavit will result in the Response being deemed non-responsive. Should the Proposer fail to include the affidavit with its Response the Town may, at its sole discretion, allow a Proposer a specified period of time to submit the affidavit to the Town, after which time the Response the will be deemed non-responsive.

#### **4.10 Clarifications**

The Town reserves the right to make site visits to facilities where the vendor has completed an implementation of a comparable system, visit the Proposer’s place(s) of business, to request clarifications of information submitted and to request or obtain any necessary supporting documentation or information of one or more Proposers, after the deadline for submission of Responses.



#### **4.11 Key Personnel**

Subsequent to submission of a Response and prior to award of an Agreement Key Personnel shall not be changed. Any changes in Key Personnel **will** result in the Response being rejected and not considered for award.

#### **4.12 Audit Rights and Records Retention**

The Successful Proposer agrees to provide access at all reasonable times to the Town, or to any of its duly authorized representatives, to any books, documents, papers, and records of Proposer which are directly pertinent to this RFP, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Proposer shall maintain and retain any and all of the books, documents, papers and records pertinent to the RFP and any resulting Agreement for not less than three (3) years after the Town makes final payment, and all other pending matters are closed. Proposer's failure to or refusal to comply with this condition shall result in the immediate termination of the Agreement (if awarded) by the Town.

#### **4.13 Public Records**

Proposer understands that the Response is a "public record, and the public shall have access to all documents and information pertaining to the Response and the RFP, subject to the provisions of Chapter 119, Florida Statutes. The Proposer, by submitting a Response, acknowledges that the Town may provide public access to and/or copies of all documents subject to disclosure under applicable law.

Proposer must claim the applicable exemptions to disclosure as provided by said Florida Statute in its Response by identifying the materials to be protected and the reason why such exclusion from public disclosure meets the requirement of Chapter 119, Florida Statutes, and is necessary and legal.

#### **4.14 Conflict Of Interest**

Proposer, by responding to this RFP, certifies that to the best of its knowledge or belief, no elected/appointed official or employee of the Town is financially interested, directly or indirectly, in the services specified in this RFP.

Proposer must include as part of its Response a detailed statement describing any relationships; professional, financial or otherwise that it may have with the Town, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the Services sought in this RFP. Additionally, the Proposer shall give the Town written notice of any other relationships; professional, financial or otherwise that it enters into with the Town, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the Contract.

Further, Proposer must disclose the name of any Town employee who owns, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in the Proposer's company.

Failure by the Proposer to disclose this information will result in the Response being deemed non-responsive.

#### **4.15 Debarred/Suspended Vendors**

An entity or affiliate who has been placed on the State of Florida debarred or suspended vendor list may not submit a Response or contract with a public entity for the construction or repair of a public building. In addition, such entity or affiliate may not perform any work as a supplier, subcontractor, or consultant, or subconsultant under any contract with any public entity, and may not transact business with any public entity. Any Proposer who submits a Response that includes such an entity or affiliate shall be deemed non-responsive and the Response will not be considered.

#### **4.16 Nondiscrimination**

Proposer agrees that it shall not discriminate as to race, sex, color, age, religion, national origin, marital status, or disability in connection with its performance under this RFP. Furthermore, Proposer agrees that no otherwise qualified individual shall solely by reason of his/her race, sex, color, age, religion, national origin, marital status or disability be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity.

#### **4.17 Contingent Fees**

Proposer represents and warrants to the Town that it has not employed or retained any person or company to solicit or secure the award of an Agreement, and that it has not offered to pay, paid, or agreed to pay any person, company, corporation, or firm any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award or making of an Agreement.

#### **4.18 Assignment; Non-Transferability of Response**

A Response shall not be assigned, transferred, purchased, or conveyed. A Proposer who is purchased by or merged with any other corporate entity during any stage of the Proposal process, through, to and including awarding of and execution of an Agreement, shall have its Response deemed non-responsive and shall not be considered or further considered for award.

#### **4.19 Drug Free Workplace**

Proposer that meets the requirements of Florida Statute 287.087 shall receive preference should a tie occur in the ranking of the Responses by the Evaluation Committee.

Should a tie in the ranking of Responses occur the tied Proposers shall be requested to submit an affidavit, if applicable, attesting to meeting the requirements.

## SECTION 5 – INSTRUCTIONS FOR PREPARING A RESPONSE

Proposer's Response to this RFP must contain the following information and documents follow the instructions in its preparation. Failure to do so may deem your Response non-responsive. Non-responsive submittals will receive no further consideration.

### 5.1 Preparation Requirements

Each Response must contain the following documents and forms required by Sections 5.1 A&B, each fully completed, and signed as required utilizing the same outline as provided in the RFP. Documents shall be separated by a tabbed divider identifying the corresponding section number. Proposers are not to submit any information in response to this RFP that has not been requested or which the Proposer considers confidential. Submission of any confidential information will be deemed a waiver of any confidentiality or other such protection, which would otherwise be available to the Proposer, except as specifically permitted under Florida Statute. Proposers are not to include any documents not specifically required or requested, including, but not limited to; media and public relations literature, annual reports, pictures, etc. Such documentation will not be considered and will be redacted from the copies provided to the Evaluation Committee. The submission of such documentation may adversely affect the evaluation of the Response by the Evaluation Committee. Page limitations have been established for some of the Town Forms, as well as other documents. Any pages submitted in excess of the page limitations will be redacted or removed and not provided to the Evaluation Committee for consideration during the evaluation process. The font size and type for Town Forms are set and cannot be changed. Proposer shall use the font style Calibri, Times New Roman, or Arial, with a font size of 11 or 12 for any other information or documents to be submitted.

Hard cover binders are not to be used in the submission of the Response. Only heavy stock paper, not exceeding 100#, is to be used for the front and back covers, as well as the required section dividers. Proposers should also make every effort to utilize recycled paper in preparing its proposal. Double sided printing is permitted provided that the Response complies with the format set forth in this Section of the RFP.

#### A. TECHNICAL PROPOSAL

##### **Proposal Letter (maximum 1 page)**

1. Provide a cover letter introducing your company and why you believe your company should be selected.
2. **Proposer's Qualifications**
  - i. Provide a brief history and description of the Proposer's firm, the primary markets served, and the local office proposed to service this Program. Include the address of the home office and the office proposing to service this Program. Include the number of years that the Proposer has been in existence, the current number of employees of the company as a whole and for the office providing the Services under the Program. If the Proposer also has a home office, provide the address of the home office. **(maximum 2 pages)**

- i. Describe the proposer's experience in providing insurance for governmental entities within the past five (5) years. If the experience is from a different office of the Proposer this must be clearly identified. **(maximum 1 page)**
- ii. Describe any other Proposer's experience, not covered by any of the stated submittal requirements of the RFP, related to the Services to be performed that the Proposer believes are unique to its organization and would benefit the Town. **(Maximum 1 page)**

### **3. Proposer's Team & Key Personnel**

- i. Provide a table of organization showing all key personnel to be assigned to the Town, which also reflects the reporting structure of the Team. Key Personnel includes partners, managers, seniors, and any other professional staff that will perform Services under the Agreement. **(Maximum 1 page)**
- ii. Provide the following information for the individual primarily responsible for the account:
  - name, position, and business address
  - experience, qualifications and other vital information including relevant experience with similar insurance programs
  - function to be performed as part of the Program
  - type and size of similar programs this individual currently handles (be specific)
  - number of accounts this individual currently handles
- iii. Identify the following information for all other individuals assigned to the account:
  - name, position, and business address
  - experience, qualifications and other vital information including relevant experience with similar insurance programs
  - type and size of similar programs this individual currently handles (be specific)
  - number of accounts this individual currently handles
  - the role of each individual and the reporting relationship in the Proposer's office.
- iv. Maximum of a one page resume for each of the key personnel that includes job descriptions, education, professional designations, licenses, professional experience and any other key qualification information.
- v. Provide copies of Florida Department of Financial Services License for general lines (Property, Casualty, Liability) for all key personnel who will be primarily responsible for the Program.

### **4. Proposer's Experience & Past Performance (maximum 3 pages)**

- i. Provide a detailed description for at least three governmental entity clients of similar size to the Town where similar insurance has been provided, within the last three years, where the Proposer was the retail insurance broker, agent, or agency. The description should identify for each contract:
  - client
  - description of program
  - total dollar value of the contract



- dates covering the term of the contract
- client contact person, e-mail address, and phone number

Do not include accounts where the Proposer was not the retail broker, agent, or agency.

**5. Proposer's Approach (maximum 2 pages)**

- i. Describe Proposer's approach and methodology in performing the Scope of Services **(see Section 3.0)**. Include details regarding the process/strategy that the Proposer will utilize to secure the most cost effective Program that meets the needs of the Town and the Proposer's approach to Program management to assist the Town.
- ii. Describe specific coverage/services that Proposer recommends that the Town purchase in connection with the Program. Detailed information must include cost, limits, deductibles, carrier selection, service ability and service history. The reputation of the insurance carriers(s) will be evaluated on AM Best financial ratings must be provided for each insurance carrier.
- iii. Describe all services and assistance that will be provided by the Proposer to the Town for the Program, i.e. annual pre-meeting with the Town prior to placing insurance, providing insurance certificates, auto identification cars, monthly/quarterly/annual reports, negotiations with carriers, policy reviews, etc.
- iv. List the primary issues and concerns for the Town relative to the Program. Identify how the Proposer proposes to handle these concerns.
- v. Describe what distinguishes the services provided by the Proposer from the services provided by other brokers or insurance agencies.

**6. Documents**

- i. Copy of Proposer's license to operate as an insurance company in the State of Florida.
- ii. Documentation substantiating that the Proposer's is authorized to conduct business in the State of Florida.

**7. Form of Agreement**

Proposer shall include any comments related to the Town's form Professional Services Agreement included as part of the RFP.

**8. Forms/Affidavits**

- i. Addendum Acknowledgement
- ii. Proposer's Affidavit
- iii. Certificate of Authority & Notarization
- iv. Anti-Kickback Certification
- v. Non-Collusive Affidavit
- vi. Public Entity Crime Affidavit
- vii. Drug-Free Workplace

**B. PRICE PROPOSAL**

The Proposer is required to complete Attachment A.

i. **Submission of Price Proposal**

The Price Proposal shall be submitted in ***a separate sealed envelope*** concurrent with the submittal of the Technical Proposal, utilizing Attachment A - Price Proposal Worksheet.

Price Proposal is to be inclusive of the proposed total annual premium and shall include any and all costs or expenses to be incurred by the Proposer in completing all aspects of the Services, including all direct costs and expenses, and shall also include all other costs and expenses including but not limited to such costs as the Proposer's general, administrative and overhead costs; project management and supervisory costs; all fees, charges and taxes; labor, direct and indirect payroll costs; insurance costs; cost of equipment, material, tools and transportation; and operating margin (profit).

Price Proposal is submitted for the purposes of determining the successful proposers and establishes the maximum potential value of the Agreement to be awarded by the Town. The Town, at its sole discretion, may conduct further negotiation to determine the final value of the Agreement to be awarded.

ii. **Proposal Errors**

Where Proposal forms have erasures or corrections, the Proposer must initial each erasure or correction in ink. Errors between any sum, computed by the Proposer and the correct sum will be resolved in favor of the correct sum. Any discrepancy between words and numbers will be resolved in favor of the written word. Use of any other forms will result in the rejection of the Response as non-responsive.

iii. **Evaluation of Price Proposal**

The Price Proposal will be evaluated in the following manner:

- a. Points to be figured (reference section 5.3 below) will be allocated based on the final sum of line (C) "Total Per Line of Coverage to be paid by TOML" in Attachment A.
- b. Every other Response will be given points proportionally in relation to the lowest total base cost. This point total will be calculated by dividing the lowest total base cost by the total base cost being evaluated. The result being multiplied by the maximum weight for the price for the Phase to arrive as a cost score of less than the full score for price.

**Example:**

<u>Lowest Total Base Cost Proposed</u>		Total Points
Proposer's Proposed Total Base Cost	$\times$	for Price = Price Score

Lowest Bid is \$1,000

Your Bid is \$1,500

Your Price Score would be 0.67 multiplied by 25 points, which produces a Price Score of 16.75 points.

Failure of the Proposer to provide all of the required pricing detail shall be cause for rejection of the Response as non-responsive.

## 5.2 Evaluation Procedures

The procedure for response evaluation and selection is as follows:

1. Request for Proposals issued.
2. Receipt of Responses.
3. Opening of Technical Proposals and listing of all Responses received.
4. Preliminary review of the Technical Proposals by Town staff for compliance with the submission requirements of the RFP, including verification that each Response includes all required documents.
5. Review by Town Staff to confirm that the Proposer's Team is qualified to render the required services according to State regulations.
6. The Selection Committee, appointed by the Town Manager, shall meet to evaluate each responsive Technical Proposal in accordance with the requirements of the RFP. At the Committee's option, the Proposers may be required to attend an interview session. The Selection Committee may, at its sole discretion, shortlist the proposers and may invite only the shortlisted firms to an interview session.
7. Subsequent to completing its evaluation of the Technical Proposals, the Price Proposals will be opened by Town staff at the Selection Committee meeting.
8. Town staff will calculate the score for each Price Proposal in accordance with the methodology stated in Section 5 and advise the Selection Committee.
9. Town staff will then total the score of each Proposer and advise the Selection Committee of each Proposer's combined score.
10. The Selection Committee forwards its recommendation of the most qualified Proposer to the Town Manager inclusive of the ranking of the Responses.
11. The Town Manager shall review the Selection Committee's recommendation and make a recommendation to the Town Council for award, reject all Responses, or return the recommendation to the Selection Committee for reconsideration. In the event of a tie the recommendation of the Town Manager shall control. The Town Manager may submit a recommended firm or "short list" of a combination of a recommended firm and the "short list" to the Town Council.
12. The Town Manager may attempt to negotiate an Agreement with the most qualified Proposer. If the Town Manager is unsuccessful in negotiating an Agreement with the highest ranked firm the negotiations with the firm will be terminated and the Town Manager will attempt to negotiate an Agreement with the next highest ranked firm and so on.
13. The Town Council shall make the final award.

## 5.3 Evaluation Criteria

Responses shall be evaluated according to the following criteria and respective weight for a maximum of 100 points per Proposer:

- |  |                   |
|--|-------------------|
| ➤ Proposer's Experience, Qualifications, | Maximum 25 points |
|--|-------------------|

& Past Performance

- Relevant Experience & Qualifications of Key Personnel
- Approach to providing the Services
- Price Proposal

Maximum 10 points

Maximum 15 points

Maximum 50 points



## **PRICE PROPOSAL**

**PROPOSERS MUST COMPLETE  
ATTACHMENT A - PRICE PROPOSAL WORKSHEET (Excel File)**

**STATEMENT OF NO-RESPONSE**

If your company will not be submitting a response to this Bid/RFP, please complete this Statement of "No" Response Sheet and return, prior to the Bid/RFP Due Date established within, to:

**The Town of Miami Lakes**  
 Procurement Division  
 6601 Main Street  
 Miami Lakes, FL 33014  
 Email: [procurement@miamilakes-fl.gov](mailto:procurement@miamilakes-fl.gov)

This information will help The Town of Miami Lakes in the preparation of future Bids/RFPs.

Bid/RFP Number: \_\_\_\_\_ Title: \_\_\_\_\_

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

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

√	<b>Reasons for "NO" Response:</b>
	Unable to comply with product or service specifications.
	Unable to comply with scope of work.
	Unable to quote on all items in the group.
	Insufficient time to respond to the Request for Proposal.
	Unable to hold prices firm through the term of the contract period.
	Our schedule would not permit us to perform.
	Unable to meet delivery requirements.
	Unable to meet bond requirements.
	Unable to meet insurance requirements.
	Other (Specify below)

Comments: \_\_\_\_\_

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

\_\_\_\_\_

**RFP 2016-36**  
**ADDENDUM ACKNOWLEDGEMENT FORM**

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

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 RFP

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

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

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

**PROPOSER'S 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

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Authorized Signature

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Date



**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 proposals on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, is the official act and deed of the corporation. I further certify that said resolution remains in full force and effect.

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

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

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**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 proposals on behalf of the partnership and provides that his/her execution thereof, attested by a partner, is 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 JOINT VENTURE)**

Joint ventures must submit their joint venture agreement indicating that the person signing the Proposal is authorized to sign RFP documents on behalf of the joint venture and submit the appropriate Certificate of Authority (corporate, partnership, or individual).

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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 Proposal 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

**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA                }  
  }       SS:  
COUNTY OF MIAMI-DADE       }

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;
  - e) 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:

---

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 \_\_\_\_\_, \_\_\_\_.

My Commission Expires:

\_\_\_\_\_

Notary Public State of Florida at Large



**SWORN STATEMENT ON PUBLIC ENTITY CRIMES  
SECTION 287.133(3)(a), FLORIDA STATUTES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the Town of Miami Lakes  
by \_\_\_\_\_  
[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:

\_\_\_\_\_

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

Witness

\_\_\_\_\_

(Printed Name)

\_\_\_\_\_

(Title)

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_ to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that \_\_\_\_\_ 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

## DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

---

BUSINESS NAME

---

FIRM'S SIGNATURE



## REFERENCE CERTIFICATION FORM

Name of Proposing Firm: \_\_\_\_\_

1) Name of Firm, City, County or Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
Contract Term Effective Dates: \_\_\_\_\_  
Contract Amount: \$ \_\_\_\_\_

2) Name of Firm, City, County or Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
Contract Term Effective Dates: \_\_\_\_\_  
Contract Amount: \$ \_\_\_\_\_

3) Name of Firm, City, County or Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
Contract Term Effective Dates: \_\_\_\_\_  
Contract Amount: \$ \_\_\_\_\_

4) Name of Firm, City, County or Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
Contract Term Effective Dates: \_\_\_\_\_  
Contract Amount: \$ \_\_\_\_\_

5) Name of Firm, City, County or Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
Contract Term Effective Dates: \_\_\_\_\_  
Contract Amount: \$ \_\_\_\_\_

## RFP 2016-36

<u>Proposer</u>	<u>Item Description</u>	<u>Premium</u>	<u>Annual Broker's Fees</u>	<u>Total per Line of Coverage</u>
Brown & Brown, Inc.	Property	\$62,262.00	\$20,000.00	\$82,262.00
	General Liability	\$53,173.00	incl.	\$53,173.00
	Public Officials and Employment Practices Liability	\$69,414.00	incl.	\$69,414.00
	Automobile	\$14,875.00	incl.	\$14,875.00
	Inland Marine	\$714.00	incl.	\$714.00
	Crime/Fidelity	\$500.00	incl.	\$500.00
	Workers' Compensation	\$16,547.00	incl.	\$16,547.00
	Government Crime	\$791.00	incl.	\$791.00
		\$218,276.00	\$20,000.00	\$238,276.00



**Brown & Brown of Florida, Inc.  
Miami Division**

14900 NW 79<sup>th</sup> Court, Suite 200  
Miami Lakes, FL 33016-5869  
(305) 364-7800  
Fax (305) 822-5687

July 27, 2016

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

Re: Town of Miami Lakes – Property, Casualty, and Liability Program – RFP No. 2016-36

Dear Mayor and Councilmembers,

I am pleased to enclose the Brown & Brown Insurance of Florida, Inc. – Miami Division response to the above captioned Request for Proposal.

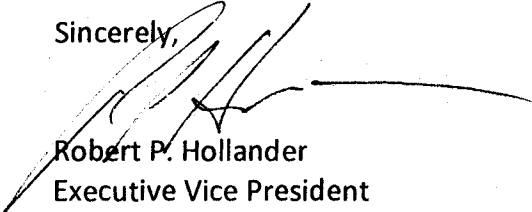
Brown & Brown Insurance of Florida, Inc. – Miami Division and the Preferred Governmental Insurance Trust (PGIT) has had the privilege of providing insurance products and services to the Town of Miami Lakes since October 1, 2010.

Brown & Brown Insurance, Inc. is the largest independent insurance agency in the State of Florida and the sixth largest in the United States.

In spite of our size we are committed to providing the Town of Miami Lakes with the highest level of service and the most competitive and comprehensive insurance programs available in the insurance marketplace. Our location in the Town of Miami Lakes allows us with the unique ability to offer unmatched immediate insurance service and advices to the Manager and staff of the town of Miami Lakes.

We look forward to the opportunity to continue to service the insurance needs of the Town of Miami Lakes.

Sincerely,



Robert P. Hollander  
Executive Vice President

Encl.

**Brown & Brown Insurance of Florida – Miami Division**

**Town of Miami Lakes**

**Property, Casualty and liability Insurance Program**

**RFP No. 2016-36**

**Table of Contents**

- 1. Proposer's Qualifications**
- 2. Proposer's Team & Key Personnel**
- 3. Proposer's Experience & Past Performance**
- 4. Proposer's Approach/Coverage & Premiums**
- 5. Professional Services Agreement**
- 6. Documents**
- 7. Forms/Affidavits**
- 8. Price Proposal/Fee Agreement**



## **PROPOSER'S QUALIFICATIONS**

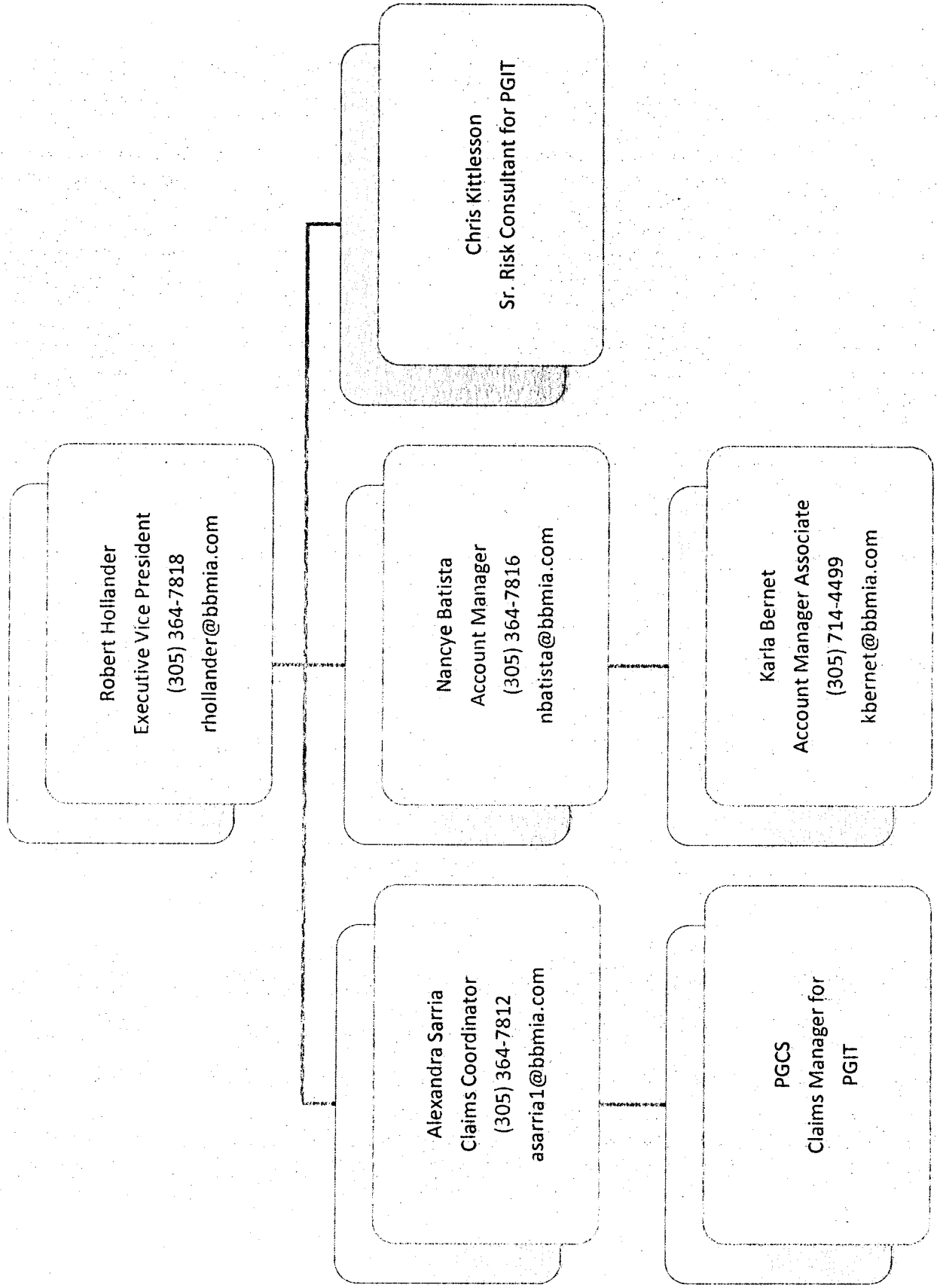
**Brown & Brown, Inc** was formed in 1938 in Daytona Beach, Florida and has grown into the largest independent insurance agency organization in the State of Florida and is currently the 6<sup>th</sup> largest independent insurance agency in the United States. Brown & Brown, Inc. is publically traded on the New York Stock Exchange and has been included in *Forbes List* of the "200 Best Small Companies in America. The home office of Brown & Brown, Inc. of Florida is located at 220 S. Ridgewood Avenue, Daytona Beach, Florida 32114. Brown & Brown, Inc. handles client's premiums in excess of 12 billion annually and has in excess of 6,500 employees nationwide.

**Brown & Brown Insurance of Florida – Miami Division** has been located within the Town of Miami Lakes for over twenty five years. The current location at 14900 N.E. 79<sup>th</sup> Court, Miami Lakes, FL 33016 has in excess of 100 employees and is member of the Chamber of Commerce of the Town of Miami Lakes. The **Brown & Brown Insurance of Florida – Miami Division** has provided insurance products and services to municipalities for over 15 years. Being located within the City of Miami Lakes provides the **Brown & Brown Insurance of Florida – Miami Division** office with the unique ability to offer the Town of Miami Lakes with local and immediate 24/7 insurance services, including claims assistance.

**Public Risk Underwriters, Inc.** is the administrators of the **Preferred Governmental Insurance Trust (PGIT)**, located at 615 Crescent Executive Court, Suite 600, Lake Mary, Florida 32746 The **Preferred Governmental Insurance Trust** was formed in 1999 to provide insurance products, safety and risk control techniques in cooperation with retail insurance offices, such as **Brown & Brown Insurance of Florida – Miami Division** to public entities located within the State of Florida. The **Preferred Governmental Insurance Trust** provides insurance coverage to over 120 municipalities within the State of Florida. **Preferred Governmental Claims Service (PGCS)** is a division of **PGIT** that provides insurance claims services to member of the **Preferred Governmental Insurance Trust (PGIT)**.

# Brown & Brown Insurance of Florida – Miami Division

## Table of Organization



## **Brown & Brown Insurance of Florida – Miami Division**

### **Proposer's Team & Key Personnel**

#### **Robert P. Hollander, Executive Vice President**

Robert P. Hollander is the Insurance Agent for the Town of Miami Lakes and is primarily responsible for the Town of Miami Lakes Insurance Program. Responsibilities include the analysis and review of all of the Town's insurance exposures and coverage, negotiating premiums with the Preferred Governmental Insurance Trust (PGIT), coordinating and supporting the Town in any claim activities and assisting the Town Manager and staff with all insurance issues.

Robert P. Hollander has been in the insurance industry in South Florida since 1965 and was the owner of Dade Underwriters Insurance Agency from 1968 to 1997. In 1997, Dade Underwriters Insurance Agency was acquired by Brown & Brown Insurance in 1997. Robert Hollander is a graduate of the University of Miami and College of Insurance – NY. Robert Hollander has been servicing the insurance needs for municipalities for over fifteen years. Robert was the former President of the Independent Insurance Agents of South Florida. Robert Hollander currently services the insurance needs of four municipalities in Miami – Dade County.

#### **Nancye Batista, Account Manager**

Nancye Batista is the Account Manager for the Town of Miami Lakes. Nancye holds the designation of Accredited Advisor of Insurance (AAI) and has been in the insurance industry in South Florida since 1966. Nancye was the Office Manager of Dade Underwriters Insurance Agency and is currently the Assistant Commercial Insurance Manager for Brown & Brown Insurance of Florida - Miami Division. Nancye services the insurance needs of various commercial insureds, including four municipalities in Miami-Dade County. Nancye is responsible for the internal servicing of the insurance needs of the Town of Miami Lakes, including policy/coverage review/changes, communication with the carrier and supports any claim activity.

#### **Karla Bernet, Account Manager Associate**

Karla Bernet provides assistance and support to Nancye Batista for the Town of Miami Lakes and has been in the insurance industry since 2006.

#### **Alexandra Sarria, Claims Coordinator**

Alexandra Sarria coordinates the reporting and support of any insurance claims for the Town of Miami lakes and has been in the insurance industry since 1996.

## **Brown & Brown Insurance of Florida – Miami Division**

### **Proposer's Experience & Past Performance**

#### **1. City of Sunny Isles Beach:**

Brown & Brown Insurance of Florida – Miami Division has provided insurance products and risk management services to the City of Sunny Isles Beach since 2001.

The program provided includes Property, Flood, Inland Marine Equipment, Plate Glass, Equipment Breakdown, Crime, General Liability, Law Enforcement Liability, Public Officials liability, Employment Practices Liability, Automobile Liability & Physical Damage, Workers' Compensation & Employers Liability and Storage Tank Liability insurance coverage forms.

The dollar value of the relationship is currently \$876,347.00

The Risk Manager/HR Director is Yael Londono at (305) 792-1809 /[YLondono@sibfl.net](mailto:YLondono@sibfl.net). and the City Manager is Chris Russo at (305) 792-1701 /[CRusso@sibfl.net](mailto:CRusso@sibfl.net).

#### **2. Village of Key Biscayne:**

Brown & Brown Insurance of Florida – Miami Division has provided insurance products and risk management services to the Village of Key Biscayne since 2010.

The program provided includes Property, Flood, Inland Marine Equipment, Equipment Breakdown, Crime, General Liability, Law Enforcement Liability, Fire Protection Liability, Public Officials Liability, Employment Practices Liability, Automobile Liability & Physical Damage, Workers' Compensation & Employers Liability and Storage Tank Liability Insurance coverage forms.

The dollar amount of the relationship is currently \$828,326.00

The Finance Director/Risk Manager is Vivian Parks at (305) 365-8903 /[vparks@keybiscaynefl.gov](mailto:vparks@keybiscaynefl.gov). and the Village Manager is John Gilbert at (305) 365-5514 /[jgilbert@keybiscaynefl.gov](mailto:jgilbert@keybiscaynefl.gov).

#### **3. City of South Miami:**

Brown & Brown Insurance of Florida – Miami Division has provided insurance products and risk management services to the City of South Miami since 2011.

The program provided includes Property, Flood, Inland Marine Equipment, Equipment Breakdown, Crime, General Liability, Law Enforcement Liability, Public Officials Liability, Employment Practices Liability, Automobile Liability & Physical damage.

The dollar amount of the relationship is currently \$451,544.00

The Risk Manager, HR Director is Rachael Cata at (305) 663-2515 /[RCata@southmiamifl.gov](mailto:RCata@southmiamifl.gov) and the City Manager is Steven Alexander at (305) 663-6338 /[SAlexander@southmiamifl.gov](mailto:SAlexander@southmiamifl.gov).

## **Brown & Brown Insurance of Florida – Miami Division**

### **Proposer's Approach**

Brown & Brown Insurance – Miami will continue to meticulously review the exposures of the Town of Miami Lakes and provide the comprehensive and competitive forms of insurance coverage to protect the assets and interest of the Town of Miami Lakes. It is our commitment to be the Risk Managers for the Town of Miami Lakes. We will negotiate the broadest form of coverage and most competitive pricing available based on the Town's exposures and claim activity. As independent insurance agents we are not committed to any particular insurance carrier or program. The Preferred Governmental Insurance Trust (PGIT) continues to provide the very best combination of coverage and cost for fully insured municipalities.

Our enclosed proposal outlines all coverages types and forms as well as the cost for the Town of Miami Lakes. The proposal also includes a schedule of all of the A.M. Best Financial Ratings of all of the insurance carriers that are included within the Municipality excess Insurance structure of the non-assessable Preferred Governmental Insurance Trust (PGIT)

We will continue to meet with and advise the Town Manager, Finance Director and staff on a regular basis to monitor any changes in the Town's insurance exposures and appropriate insurance forms, along with a continued analysis of the Town's claim activity to determine trends and loss prevention plans. In cooperation with Chris Kittleson, Senior Risk Control Consultant for PGIT our goal is to continue to support the Town's Safety Committee in order to reduce claims and insurance costs. Our obligation includes the review of all certificates of insurance obtained from independent contractors doing business with the Town of Miami Lakes to assure that the Town is fully protected from the actions independent contractors. We will assist the Town's legal counsel and procurement staff in evaluating the insurance requirements of outside vendors.

In cooperation with The Preferred Governmental Trust (PGIT) we will continue provide the following added services:

- Preferred Online Learning Center Risk
- The Preferred Response & Pre-disaster Planning
- HR Risk Management Helpline
- Property Appraisal Service
- Safety & Risk Management Services
- Badge Program – Legal & Medical Claim Services
- Cyber Liability
- Safety & Risk Management Services
- Preferred "Tips"- Reimbursement up to \$5,000 for Training & Safety Incentives

Brown & Brown Insurance of Florida – Miami Division has been housed in the Town of Miami Lakes for 27 years. The Brown & Brown Account Manager for the Town of Miami Lakes, Nancye Batista and many of our employees are residents of Miami Lakes. We are in a unique position to continue to provide the Town of Miami with impeccable service and the fastest response time to any insurance need or issue for the Town of Miami Lakes.



**INSURANCE PROPOSAL SUBMITTED ESPECIALLY FOR:**

**TOWN OF MIAMI LAKES**

**POLICY TERM:**

10/01/16 TO 10/01/17

**DATE OF PRESENTATION:**

**07/27/2016**

**PRESENTED BY:**

**ROBERT HOLLANDER  
EXECUTIVE VICE PRESIDENT  
BROWN & BROWN – MIAMI DIVISION**



## INTRODUCTION

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We would like to take the opportunity to thank you for allowing us to work closely with you in our effort to develop a comprehensive Risk Solution Program for your business. Brown & Brown, Inc. is the largest independent agency organization in Florida and the 6<sup>th</sup> largest in the US. The company provides a variety of insurance products and services to corporate, institutional, professional and individual clients. Headquartered in Daytona Beach and Tampa, Brown & Brown is publicly traded on the New York Stock Exchange (BRO) and has been included in Forbes' list of the "200 Best Small Companies in America". The company handles clients' premiums in excess of 12 Billion annually and has in excess of 6,500 employees.

*We have insurance professionals who specialize in evaluating and protecting your personal assets - home, auto, watercraft and life.*

*We also have an experienced employee benefits department who can assist you with group health, disability, life and dental.*

While size is not the sole criteria for choosing an insurance agent, it does enable us to offer our clients clout in the marketplace and unmatched service capabilities.

Please feel free to visit our website at [www.bbinsurance.com](http://www.bbinsurance.com)

**This insurance proposal is prepared based on data furnished by you for our review. It is not to be construed as an exact or complete analysis of the policies or as legal evidence of insurance. It is only a brief outline of your insurance coverage and is for information purposes only. In the event of difference, the provisions of the policy will prevail. Please read your policy carefully for a thorough understanding of all terms, conditions and exclusions.**

## **ACCOUNT SERVICING TEAM**

---

**Robert Hollander**  
**Executive Vice President**  
**305-364-7818**  
rhollander@bbmia.com

**Nancye Batista, AAI**  
**Account Manager**  
**305-364-7816**  
nbatista@bbmia.com

**Alexandra Sarria**  
**Claims Representative**  
**(305) 364-7812**  
Asarria1@bbmia.com

**Karla Bernet**  
**Account Manager Associate**  
**305-714-4499**  
kbernet@bbmia.com



**14900 NW 79th Court, Suite 200**  
**Miami Lakes, FL 33016**

**Telephone: 1-800-432-8844, (305) 364-7800 or (305) 714-4400 Fax: (305) 714-4401**

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### **I. Schedule of Named Insureds**

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- Property
- Inland Marine
- Crime
- Commercial Liability
- Public Officials and Employment Practices Liability
- Automobile
- Government Crime
- Workers Compensation

### **III. Summary**

### **IV. Illustrations and Definitions**

## **SCHEDULE OF NAMED INSURED**

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### **Town of Miami Lakes**

**This list includes all of the named insured's we presently have on your policies. Should any revisions to this listing be required, please notify our office immediately.**

**Please Verify the Accuracy of Each Name and Update List, If Needed.**



## **PROPOSED PROPERTY COVERAGE**

---

### **Insurer:**

Preferred Governmental Insurance Trust

### **Location of Premises:**

Per Schedule Attached

### **Description of Property:**

### **Limits of Coverage:**

Blanket Building and Contents Limit

\$ 12,525,259

*Values Insured are Ultimately Chosen by the Client. In view of the continually changing cost of construction and building materials, we strongly suggest that you review your property values annually. ANY changes in the occupancy of an insured location, should be reported to our office immediately. Changes in occupancy can potentially reduce or negate the coverage afforded by your property policy.*

### **Description of Coverage Proposed:**

#### **Policy Forms:**

Building & Personal Property Coverage Form - SPECIAL

### **Causes of Loss:**

**Special Form:** Excluding Earthquake/Earth Movement

### **Coinsurance:**

Building & Personal Property – N/A

### **Deductibles Selected:**

All other perils:	\$ 2,500 Per occurrence – Building, Contents, and Extensions of Coverage
Named Windstorm	5% Per Occurrence - Subject to Minimum of \$15,000
Flood	\$ 2,500 Per Flood, except zones A, V excess of NFIP, whether purchased or not

### **Valuation:**

Replacement Cost

## PROPOSED PROPERTY COVERAGE

### Continued

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#### **Coverage Enhancements:**

- |  |               |
|--|---------------|
| • Flood Limit Per Occurrence and Aggregate<br>Excess of NFIP, whether purchased or not | \$ 1,000,000  |
| • Boiler & Machinery   | \$ 12,525,259 |

**NOTE:** *Detached walls, fences, radio and TV antennas, trees, shrubs, plants free-standing property improvements such as athletic equipment, windscreens, lightpoles, satellite dishes or signs are not covered unless specifically scheduled on the policy.*

#### **Property and Extensions of Coverage include, but are not limited to the following exclusions:**

- Electronic Data
- Electronic Data Recognition
- Asbestos
- Pollution
- Fungus
- War, Nuclear
- Terrorism
- Earthquake/Earth Movement

## **PROPOSED PROPERTY COVERAGE**

### **Continued**

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#### **Property Extensions of Coverage:**

For a Full Description of Terms, Definitions and Conditions Please Refer To The Policy Document

<b><u>Coverage</u></b>	<b><u>Limit</u></b>
Accounts Receivable	\$ 250,000
Additional Expense	\$ 100,000
Animals	\$ 1,000/5,000
Loss of Business Income	\$ 100,000
Debris Removal – Limit shown or 25% of loss, whichever is greater, per occurrence	\$ 250,000
Demolition, Ordinance and ICC	\$ 500,000
Expediting Expense	\$ 5,000
Fire Department Charges	\$ 25,000
Fungus Cleanup Expense	\$10,000/20,000
Lawns, Plants, Trees and Shrubs	\$ 25,000
New Locations	\$ 2,000,000
Personal Property of Employees	\$25,000/50,000
Pollution Cleanup Expense	\$25,000/50,000
Preservation of Property	\$ 250,000
Recertification	\$ 10,000
Service Interruption Coverage	\$ 100,000
Transit	\$ 250,000
Errors and Omissions	\$ 250,000

## PROPOSED PROPERTY COVERAGE

### Continued

Unit #	Description Address		Year Built	Eff. Date	Building Value		Total Insured Value	
			Const Type	Term Date	Contents Value			
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced		Roof Yr Blt
001	Royal Oaks Park - Restrooms 16500 N W 87 Avenue Miami Lakes, FL 33016		1998	10/01/2016	\$340,190		\$340,690	
			119 - JM	10/01/2017	\$500			
	Hip	Low (1/12-4/12)		Clay Tile				
002	Royal Oaks Park - Field Lighting 16500 N W 87 Avenue Miami Lakes, FL 33016		1998	10/01/2016	\$400,000		\$400,000	
			243 - Electrical Equipment	10/01/2017	\$0			
	N/A	N/A		N/A				
003	Royal Oaks Park - Scoreboard 16500 N W 87 Avenue Miami Lakes, FL 33016		2006	10/01/2016	\$50,000		\$50,000	
			243 - Electrical Equipment	10/01/2017	\$0			
	N/A	N/A		N/A				
004	Royal Oaks Park - 4 x Pavilions @ \$15K Each 16500 N W 87 Avenue Miami Lakes, FL 33014		2009	10/01/2016	\$60,000		\$60,000	
			152 - NC	10/01/2017	\$0			
	Flat	Flat		Steel - Standing Seam				
005	Royal Oaks Park - 2 large Pavilions @ \$20K Each 16500 N W 87 Avenue Miami Lakes, FL 33014		2009	10/01/2016	\$40,000		\$40,000	
			152 - NC	10/01/2017	\$0			
	Flat	Flat		Metal				
006	15 x Bus Shelters (\$10K each) Various Locations Miami Lakes, FL 33016		2006	10/01/2016	\$150,000		\$150,000	
			152 - NC	10/01/2017	\$0			
	Flat	Low (< 10)		Steel - Standing Seam				
007	Optimus Club Park - Office 6411 NW 162nd Street Miami Lakes, FL 33014		1980	10/01/2016	\$271,340		\$344,640	
			119 - JM	10/01/2017	\$73,300			
	Flat	Low (1/12-4/12)		Clay Tile		1980		
008	Optimus Club Park - Scoreboard 6411 NW 162nd Street Miami Lakes, FL 33014		1980	10/01/2016	\$30,000		\$30,000	
			243 - Electrical Equipment	10/01/2017	\$0			
	N/A	N/A		N/A				
009	Optimus Club Park - Lighting 6411 NW 162nd Street Miami Lakes, FL 33014		1980	10/01/2016	\$750,000		\$750,000	
			243 - Electrical Equipment	10/01/2017	\$0			
	N/A	N/A		N/A				
010	Optimus Club Park - Fencing 6411 NW 162nd Street Miami Lakes, FL 33014		1980	10/01/2016	\$125,000		\$125,000	
			102 - PITO	10/01/2017	\$0			
	N/A	N/A		N/A				

## PROPOSED PROPERTY COVERAGE

### Continued

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address		Const Type	Term Date	Contents Value			
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt		
011	Optimus Club Park - 15 Bleachers		1980	10/01/2016	\$30,000		\$30,000	
	6411 NW 162nd Street Miami Lakes, FL 33014		102 - PITO	10/01/2017	\$0			
	N/A	N/A		N/A				
012	Optimus Club Park - 3 Pavilions @ \$15K Each		1980	10/01/2016	\$45,000		\$45,000	
	6411 NW 162nd Street Miami Lakes, FL 33014		119 - JM	10/01/2017	\$0			
	Flat	Flat		Asphalt Roll				
013	Optimus Club Park - Canal Restroom		1980	10/01/2016	\$104,190		\$114,190	
	6411 NW 162nd Street Miami Lakes, FL 33014		119 - JM	10/01/2017	\$10,000			
	Hip	Low (1/12-4/12)		Clay Tile	1980			
014	Optimus Club Park - Building # 2 - Electrical Room		1980	10/01/2016	\$75,000		\$100,000	
	6411 NW 162nd Street Miami Lakes, FL 33014		119 - JM	10/01/2017	\$25,000			
	Flat	Low (1/12-4/12)		Asphalt Shingle	1980			
015	Playground Equipment		1991	10/01/2016	\$500,000		\$500,000	
	Various Locations within City Miami Lakes, FL 33014		102 - PITO	10/01/2017	\$0			
	N/A	N/A		N/A				
016	Royal Oaks Park-Comm Ctr		2009	10/01/2016	\$1,607,150		\$1,738,150	
	16500 N W 87 Avenue Miami Lakes, FL 33016		119 - JM	10/01/2017	\$131,000			
	Gable end with bracing	Low (1/12-4/12)		Clay Tile				
017	Generator		2009	10/01/2016	\$0		\$39,000	
	16500 N W 87 Avenue Miami Lakes, FL 33016		243 - Electrical Equipment	10/01/2017	\$39,000			
	N/A	N/A		N/A				
018	Entry Sign		1992	10/01/2016	\$35,000		\$35,000	
	NW 67 Ave and NW 166 Terrace Miami Lakes, FL 33016		102 - PITO	10/01/2017	\$0			
	N/A	N/A		N/A				
019	Entry Sign		1992	10/01/2016	\$35,000		\$35,000	
	NW 154 Street and NW 77 Ave Miami Lakes, FL 33014		102 - PITO	10/01/2017	\$0			
	N/A	N/A		N/A				
020	Entry Sign		1992	10/01/2016	\$35,000		\$35,000	
	NW 87 Ave and Commerce Way Miami Lakes, FL 33016		102 - PITO	10/01/2017	\$0			
	N/A	N/A		N/A				



## PROPOSED PROPERTY COVERAGE

### Continued

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address		Const Type	Term Date	Contents Value			
	Roof Shape	Roof Pitch			Roof Covering	Covering Replaced	Roof Yr Blt	
021	Rubberized floating dock at Optimus Club Park		2010	10/01/2016	\$100,000		\$100,000	
	6411 NW 162nd Street Miami Lakes, FL 33016		257 - Waterfront Structures	10/01/2017	\$0			
	N/A	N/A			N/A			
022	Florinda Estates Park - Playground		2009	10/01/2016	\$20,000		\$20,000	
	8767 NW 139th St. Miami Lakes, FL 33016		102 - PITO	10/01/2017	\$0			
	N/A	N/A			N/A			
023	Florinda Estates Park - Shade Pavilion		2009	10/01/2016	\$10,000		\$10,000	
	8767 NW 139th St. Miami Lakes, FL 33016		152 - NC	10/01/2017	\$0			
	Pyramid	Low (< 10)			Steel - Standing Seam			
024	Large Picnic Shelter		1985	10/01/2016	\$30,000		\$30,000	
	6075 Miami Lakes Drive Miami Lakes, FL 33016		101 - Frame	10/01/2017	\$0			
	Flat	Unknown			Unknown			
025	Shade Structure		1985	10/01/2016	\$15,000		\$15,000	
	6075 Miami Lakes Drive Miami Lakes, FL 33016		101 - Frame	10/01/2017	\$0			
	Gable end without bracing	Low (< 10)			Asphalt Shingle			
026	Community Center		1996	10/01/2016	\$1,080,060		\$1,080,060	
	15151 NW 82nd Avenue Miami Lakes, FL 33016		119 - JM	10/01/2017	\$0			
	Flat	Low (< 10)			Built up roof w/out gravel			
027	Restroom Building		1996	10/01/2016	\$161,680		\$161,680	
	15151 NW 82nd Avenue Miami Lakes, FL 33016		119 - JM	10/01/2017	\$0			
	Gable end without bracing	Medium (10 to 30)			Clay Tile			
028	Large Picnic Shelter		1996	10/01/2016	\$30,000		\$30,000	
	15151 NW 82nd Avenue Miami Lakes, FL 33016		101 - Frame	10/01/2017	\$0			
	Hip	Unknown			Asphalt Shingles			
029	Shade Structure		1996	10/01/2016	\$15,000		\$15,000	
	15151 NW 82nd Avenue Miami Lakes, FL 33016		101 - Frame	10/01/2017	\$0			
	Pyramid	Medium (10 to 30)			Steel - Standing Seam			
030	Lighting		1996	10/01/2016	\$25,000		\$25,000	
	15151 NW 82nd Avenue Miami Lakes, FL 33016		243 - Electrical Equipment	10/01/2017	\$0			
	Unknown	Unknown			Unknown			

## PROPOSED PROPERTY COVERAGE

### Continued

Unit #	Description Address		Year Built	Eff. Date	Building Value	Total Insured Value	
	Roof Shape	Roof Pitch		Const Type	Term Date		
			Roof Covering		Covering Replaced	Roof Yr Blt	
031	Flagpole 15151 NW 82nd Avenue Miami Lakes, FL 33016		1996	10/01/2016	\$3,000	\$3,000	
			102 - PITO	10/01/2017	\$0		
	N/A	N/A		N/A			
032	Bridge 15690 Bull Run Rd Miami Lakes, FL 33016		1996	10/01/2016	\$30,000	\$30,000	
			202 - Bridges	10/01/2017	\$0		
	N/A	N/A		N/A			
033	Small Shade Structure 8767 NW 139th St. Miami Lakes, FL 33016		2012	10/01/2016	\$10,000	\$10,000	
			101 - Frame	10/01/2017	\$0		
	Pyramid	Medium (10 to 30)		Steel - Standing Seam			
034	Pocket Park Playground Equipment 7105 Prestwick Place Miami Lakes, FL 33016		1992	10/01/2016	\$9,106	\$9,106	
			102 - PITO	10/01/2017	\$0		
	N/A	N/A		N/A			
035	Pocket Park Playground Equipment 14611 Mahogany Court Miami Lakes, FL 33016		1992	10/01/2016	\$10,597	\$10,597	
			102 - PITO	10/01/2017	\$0		
	N/A	N/A		N/A			
036	Pocket Park Playground Equipment 14295 Sabal Drive Miami Lakes, FL 33016		1992	10/01/2016	\$10,597	\$10,597	
			102 - PITO	10/01/2017	\$0		
	N/A	N/A		N/A			
037	Pocket Park Playground Equipment 8560 Menteith Terrace Miami Lakes, FL 33016		1992	10/01/2016	\$17,094	\$17,094	
			102 - PITO	10/01/2017	\$0		
	N/A	N/A		N/A			
038	Pocket Park Playground Equipment 7235 Bamboo Street Miami Lakes, FL 33016		1992	10/01/2016	\$13,734	\$13,734	
			102 - PITO	10/01/2017	\$0		
	N/A	N/A		N/A			
039	Land Based Pier @ Sevilla Estates Park 8901 N. W. 169th Terrace Miami-Dade, FL 33016		2012	10/01/2016	\$10,000	\$10,000	
			257 - Waterfront Structures	10/01/2017	\$0		
	N/A	N/A		N/A			
040	Shade Canopy Structure @ Sevilla Estates Park 8901 N. W. 169th Terrace Miami-Dade, FL 33016		2012	10/01/2016	\$10,000	\$10,000	
			101 - Frame	10/01/2017	\$0		
	Pyramid	Medium (10 to 30)		Steel - Standing Seam			

## PROPOSED PROPERTY COVERAGE Continued

Unit #	Description Address		Year Built	Eff. Date	Building Value	Total Insured Value	
				Term Date	Contents Value		
	Roof Shape		Roof Pitch	Const Type	Roof Covering		Covering Replaced
041	Town Government Center 6601 Main Street Miami Lakes, FL 33016		2013	10/01/2016	\$4,430,000	\$4,530,000	
			131 - FR	10/01/2017	\$100,000		
	Flat	Low (< 10)		Slab			
042	Bus Shelters Various Miami Lakes, FL 33014		2015	10/01/2016	\$141,120	\$141,120	
			152 - NC	10/01/2017	\$0		
	Flat	Low (< 10)		Steel - Standing Seam			
043	Mini Parks Greenway Bike Path TBD Miami Lakes, FL 33014		2015	10/01/2016	\$73,109	\$73,109	
			102 - PITO	10/01/2017	\$0		
	N/A	N/A		N/A			
044	ROP Playground Canopy TBD Miami Lakes, FL 33014		1993	10/01/2016	\$60,215	\$60,215	
			101 - Frame	10/01/2017	\$0		
	Pyramid	Medium (10 to 30)		Steel - Standing Seam			
045	Youth Center 6075 Miami Lakes Drive Miami Lakes, FL 33014		2015	10/01/2016	\$1,081,407	\$1,110,777	
			111 - MMC	10/01/2017	\$29,370		
	Flat	Low (<10)		Built up roof w/out gravel	2015		
046	Youth Center Playground 6075 Miami Lakes Drive Miami Lakes, FL 33014		2015	10/01/2016	\$37,500	\$37,500	
			102 - PITO	10/01/2017	\$0		
	N/A	N/A		N/A			
Total:				\$12,117,089	\$408,170	\$12,525,259	

### Note:

The PGIT Property Program is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by PGIT on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence.

## **WINDSTORM & HAIL DEDUCTIBLE SAMPLE ILLUSTRATION**

### **FLAT DEDUCTIBLE vs. PERCENTAGE Windstorm and Hail Deductible**

This deductible would apply to a claim for damage caused by windstorm.

<b>Building Replacement Cost</b>	<b>Flat Ded.</b>	<b>2% Ded.</b>	<b>3% Ded.</b>	<b>5% Ded.</b>
Bldg #1 - \$1,000,000	\$5,000	\$20,000	\$30,000	\$50,000
Bldg #2 - \$2,000,000	\$5,000	\$40,000	\$60,000	\$100,000
Bldg #3 - \$3,000,000	\$5,000	\$60,000	\$90,000	\$150,000
Bldg #4 - \$4,000,000	\$5,000	\$80,000	\$120,000	\$200,000
<b>TOTALS:</b>				
Value - \$10,000,000	\$20,000	\$200,000	\$300,000	\$500,000

Percentage wind deductibles are calculated as a percentage of the total replacement value.

The deductible for all other perils applies to an "occurrence", not per building.

## **PROPOSED INLAND MARINE COVERAGE ELECTRONIC DATA PROCESSING**

---

**Insurer:**

Preferred Governmental Insurance Trust

**Description of Coverage:**

Electronic Data Processing Equipment

**Description of Property:**

**Values of Insurance:**

Scheduled: Computer Hardware	\$150,000
Blanket Unscheduled: Golf Cart	\$ 2,495
2008 EZ Go Golf Cart TXT PDS	
Subject to \$25,000 Maximum Per Item – Excludes Watercraft – Must be scheduled	

**Causes of Loss:**

Special Form: Excluding Flood and Earthquake/Earth Movement

**Loss of Use coverage is not automatically included**

**Valuation:**

Actual Cash Value

**Deductible:**

\$1,000

**Exclusions Included But Are Not Limited To:**

War  
Terrorism  
Earthquake/Earth Movement  
Flood  
Biological or Chemical Materials  
Electronic Data  
Electronic Date Recognition  
Asbestos



# **PROPOSED INLAND MARINE COVERAGE** **ELECTRONIC DATA PROCESSING** **SCHEDULE**

---

Agent Brown & Brown, Inc. (Miami Lakes, FL)

Item #	Description	Serial Number	Classification Code	Eff. Date	Value	Deductible
				Term Date		
001	Unscheduled Blanket Inland Marine		Blanket Unscheduled Inland Marine	10/01/2016 10/01/2017	\$2,495	\$1,000
002	Computer Hardware		Electronic Data Processing Equipment - RC	10/01/2016 10/01/2017	\$150,000	\$1,000
Total					\$152,495	

## **PROPOSED CRIME COVERAGE**

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### **Insurer:**

Preferred Governmental Insurance Trust

### **Type of Policy:**

Combination Crime

### **Limits of Coverage:**

Employee Dishonesty - Blanket Form Including Faithful Performance, Per Loss	\$ 100,000
Covers loss of money, securities and other property by employee dishonesty at all premises of the insured.	
Forgery or Alteration	\$ 100,000
Covers loss by forgery or alteration of checks, drafts, and promissory notes (except by an employee) that are made or drawn by the insured or his agent.	
Theft, Disappearance and Destruction	\$ 25,000
Covers money and securities from almost any cause other than Employee Dishonesty and Forgery.	
Computer Fraud Including Funds Transfer Fraud	\$ 100,000

### **Other Coverages Available:**

- D. Robbery and Safe Burglary
- E. Premises Burglary
- G. Extortion
- H. Premises Theft and Robbery Outside
- I. Lessees of Safe Deposit Boxes
- J. Securities Deposited with Others

### **Deductibles:**

Employee Dishonesty	\$2,500
Forgery or Alteration	\$2,500
Theft, Disappearance & Destruction	\$2,500
Computer Fraud	\$2,500

## **PROPOSED GENERAL LIABILITY COVERAGE**

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### **Insurer:**

Preferred Governmental Insurance Trust

### **Type of Form:**

Commercial General Liability - Occurrence Form

### **Limits of Liability:**

Bodily Injury & Property Damage Liability	\$5,000,000	Each Occurrence
	N/A Included	General Aggregate Products & Completed Operations Aggregate
Personal Injury & Advertising Injury	Included	Any One Person or Organization
Fire Damage Limit	Included	Any One Fire
Medical Payments Limit	\$2,500	Any One Person
Bodily Injury & Property Damage Deductible	\$0	Per Claim/Occurrence

*Higher Liability Limits may be Available Upon Request*

### **Exposure Basis:**

<b>Class</b>	<b>Basis</b>	<b>Amount</b>
General Liability	Ratable Payroll	\$3,116,027

## **PROPOSED GENERAL LIABILITY COVERAGE**

### **Continued**

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#### **Coverage Enhancements:**

- Herbicide & Pesticide Aggregate Limit: \$1,000,000
- Sewer Back Up and Water Damage Limit: \$10,000/200,000

#### **Exclusions include but are not limited to:**

- Pollution
- Asbestos
- Lead
- Nuclear
- Professional Liability
- Terrorism
- Liquor Liability
- Law Enforcement Liability Is Not Included

#### **Important Note:**

Defense Cost – Outside of Limit. Does Not Erode the Limit for General Liability, Law Enforcement Liability, Public Officials Liability, Employment Related Practices Liability.

Deductible does not apply to defense cost

## **PROPOSED EMPLOYEE BENEFITS LIABILITY COVERAGE**

---

**Insurer:**

Preferred Governmental Insurance Trust

**Coverage Form:**

Occurrence

**Limits of Liability:**

\$ 5,000,000	Per Person
N/A	Aggregate

**Deductible:**

N/A

*In the event that your Employee Benefits Liability coverage was previously written on a Claims Made form, you should explore the possibility of purchasing an "extended reporting period" from your prior carrier.*

**Employee Benefits Liability:**

To pay on your behalf all sums which you shall become legally obligated to pay on account of any claim made against you by an employee, former employee, or the beneficiaries or legal representatives thereof and caused by any negligent act, error or omission of yours, or any person for whose acts you are legally liable in the administration of your Employee Benefits Program.



## **PROPOSED PUBLIC OFFICIALS LIABILITY COVERAGE**

---

### **Insurer:**

Preferred Governmental Insurance Trust

### **Type of Form:**

Claims Made

### **Retroactive Date:**

Per Policy Form

### **Limits of Liability:**

\$5,000,000

Per Claim

\$5,000,000

Aggregate

### **Deductible:**

\$2,500 Per Claim

### **Exposure Basis:**

<b>Class</b>	<b>Basis</b>	<b>Amount</b>
Municipality Public Officials	Payroll	\$3,116,027

### **Supplemental Payments:**

- Pre-Termination:  
\$2,500 Per Employee  
\$5,000 Annual Aggregate
- Non-Monetary:  
\$100,000 Aggregate

### **Sublimit of Public Officials/Employment Practices Liability:**

Claims Made Form - Retroactive Date Per Form  
Cyber Liability – Included only if POL/EPLI coverage written  
Media Content Services Liability      Network Security & Privacy Liability  
Privacy Liability      First Party Crisis Management  
First Party Extortion Threat      First Party Business Interruption  
Voluntary Notification Endorsement is Included.  
Limits: \$1,000,000 Each Claim/ \$1,000,000 Annual Aggregate Per Member

## **PROPOSED EMPLOYMENT RELATED PRACTICES LIABILITY COVERAGE**

---

**Insurer:**

Preferred Governmental Insurance Trust

**Coverage Form:**

Claims Made

**Limits of Liability:**

\$5,000,000                      Per Claim

\$5,000,000                      Aggregate

**Retroactive Date:**

Per Policy Form

**Deductible:**

\$2,500 Per Claim

**Exposure Basis:**

<b>Class</b>	<b>Basis</b>	<b>Amount</b>
Employment Practices	Number of Employees	Full Time 40 Part Time 19 Volunteers 0

**3+Employment Practices Liability Protection:**

To pay on your behalf all sums for which you shall become legally obligated to pay on account of any claim made against you by an employee or former employee, for Wrongful Termination, Discrimination, Sexual Harassment and other Employment-Related Claims. This is a duty to defend policy. Coverage for your company and its directors, officers, owners, members or partners or their spouses for conduct within the scope of their duties for the company, is included in addition to coverage of claims against employees, including part-time, seasonal and temporary employees, for conduct within the scope of their duties for the company.

## **PROPOSED COMMERCIAL AUTOMOBILE COVERAGE**

### **Insurer:**

Preferred Governmental Insurance Trust

### **Limits of Liability:**

Bodily Injury & Property Damage Liability Liability Coverage Provided For:	\$ 5,000,000	Combined Single Limit  Symbol #1: Any Auto
Personal Injury Protection (Florida No-Fault)	\$ 10,000	Each Person – Symbol #5: Owned Autos Subject to No-Fault Law
Medical Payments Medical Payments Provided For:	\$ 5,000	Each Person Symbol #2: Owned Autos Only
Uninsured Motorists Non-Stacked Uninsured Motorist Coverage Provided For:	\$ 100,000	Per Accident Symbol #: 2 - Owned Autos Only
Physical Damage: Collision	\$ 1,000	Deductible
Comprehensive Physical Damage Coverage Provided For:	\$ 1,000	Deductible Symbol #: 2 & 8: Owned Autos Only & Hired Autos Only

*Higher Limits of Liability May Be Available Upon Request*

### **Description of Vehicles:**

Please See Attached Schedule of Automobiles

### **Coverage Enhancements:**

- Hired Auto Liability
- Non-Owned Auto Liability
- Hired Physical Damage Limit: \$75,000, Subject to Deductible

**NOTE:** The vehicles listed on this policy must be owned by, titled to or leased to the Named Insured.

## VEHICLE SCHEDULE

Unit #	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Term	Value	
Qty	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type	APD Rptd
001	Champion	Bus		10/01/16	\$1,000	10/01/16	10/01/17		\$50,000
1	2006	1FDWE35P38HA67703	Bus >20 Pass, No	10/01/17	\$1,000	10/01/16	10/01/17	Actual Cash	\$50,000
002	Kustom Signs	Smart Variable Message Sign Trailer		10/01/16	\$1,000	10/01/16	10/01/17		\$20,964
1	2005	1K9BM11125G118034	Trailer - NO	10/01/17	\$1,000	10/01/16	10/01/17	Actual Cash	\$20,964
003	Kustom Signs	Smart Variable Message Sign Trailer		10/01/16	\$1,000	10/01/16	10/01/17		\$10,146
1	2005	1K9BS08195K118082	Trailer - NO	10/01/17	\$1,000	10/01/16	10/01/17	Actual Cash	\$10,146
004	Chevrolet	Silverado		10/01/16	\$1,000	10/01/16	10/01/17		\$23,269
1	2007	1GCEK19V67E110620	Light Truck	10/01/17	\$1,000	10/01/16	10/01/17	Actual Cash	\$23,269
005	Chevrolet	Silverado		10/01/16	\$1,000	10/01/16	10/01/17		\$20,877
1	2007	1GCEC19VX7E123271	Light Truck	10/01/17	\$1,000	10/01/16	10/01/17	Actual Cash	\$20,877
006	Chevrolet	Silverado		10/01/16	\$1,000	10/01/16	10/01/17		\$23,269
1	2007	1GCEK19V07E147999	Light Truck	10/01/17	\$1,000	10/01/16	10/01/17	Actual Cash	\$23,269
007	Ford	Expedition		10/01/16	\$1,000	10/01/16	10/01/17		\$25,059
1	2008	2053	Light Truck	10/01/17	\$1,000	10/01/16	10/01/17	Actual Cash	\$25,059
008	Ford	F150 Std Cab PU		10/01/16	\$1,000	10/01/16	10/01/17		\$16,300
1	2010	1FTMF1EW6AKB36397	Light Truck	10/01/17	\$1,000	10/01/16	10/01/17	Actual Cash	\$16,300
009	International	Truck W/Sewer Vacuum Body		10/01/16	\$1,000	10/01/16	10/01/17		\$278,429
1	2013	1HTWDAZR4DJ253024	Heavy Truck	10/01/17	\$1,000	10/01/16	10/01/17	Actual Cash	\$278,429
010	Eldorado	EZ Rider Bus		10/01/16	\$1,000	10/01/16	10/01/17		\$294,564
1	2013	1N9MNA08DC084192	Bus <20 Pass, w/	10/01/17	\$1,000	10/01/16	10/01/17	Actual Cash	\$294,564
011	Eldorado	EZ Rider Bus		10/01/16	\$1,000	10/01/16	10/01/17		\$508,694
1	2013	1N9MNAE34DC084193	Bus >20 Pass, w/	10/01/17	\$1,000	10/01/16	10/01/17	Actual Cash	\$508,694
012	Toyota	Tacoma PU		10/01/16	\$1,000	10/01/16	10/01/17		\$27,544
1	2013	5TFUX4EN3DX022726	Light Truck	10/01/17	\$1,000	10/01/16	10/01/17	Actual Cash	\$27,544
013	Ford	Crown Victoria		10/01/16	\$1,000	10/01/16	10/01/17		\$15,000
1	2008	2FAHP71V98X113889	Private Passenger	10/01/17	\$1,000	10/01/16	10/01/17	Actual Cash	\$15,000
014	Ford	Crown Victoria		10/01/16	\$1,000	10/01/16	10/01/17		\$15,000
1	2008	2FAHP71V08X113905	Private Passenger	10/01/17	\$1,000	10/01/16	10/01/17	Actual Cash	\$15,000
015	Ford	Crown Victoria	Parks	10/01/16	\$1,000	10/01/16	10/01/17		\$12,372
1	2009	2FAHP71V49X101449	Private Passenger	10/01/17	\$1,000	10/01/16	10/01/17	Actual Cash	\$12,372
								Total	\$1,339,486
								APD Rptd	\$1,339,486

**NOTE:** The vehicles listed on this policy must be owned by, titled to or leased to the Named Insured.

## **PROPOSED GOVERNMENT CRIME POLICY INDICATION**

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**Insurer:**

Fidelity & Deposit Company of Maryland

**Type of Form:**

Employee Theft – Named Schedule Coverage

- Alex Rey

**Limits of Liability:**

Limit	\$500,000
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**Deductible:**

\$5,000 Each Employee

**Exclusions Include But Are Not Limited To:**

Acts Committed By Named Insured  
Acts Learned Of Prior to Policy Period  
Loss resulting from Confidential Information  
Governmental Action  
Indirect Loss  
Nuclear Hazard  
Pollution  
War and Military Action



## **PROPOSED WORKERS' COMPENSATION COVERAGE**

**Insurer:**

Preferred Governmental Insurance Trust

**Classifications & Exposures: Subject to Audit**

<b>Classification</b>	<b>Code No.</b>	<b>Gross Payrolls</b>	<b>Rate</b>	<b>Premium</b>
Clerical	8810	2,108,654	.23	\$ 4,850.00
Parks NOC	9102	323,053	4.50	\$14,537.00
Municipal NOC	9410	623,339	2.29	\$14,274.00
Police Officers & Drivers – Crossing Guards Only	7720	60,981	4.15	\$2,531.00

Manual Premium		\$36,192.00
Standard Limits of Liability	\$100,000/\$500,000/\$100,000	Included
Increased Limits of Liability	\$1,000,000/1,000,000/1,000,000	\$571.00
Workplace Safety Program Credit	2%	Included
Drug-free Workplace Program Credit	5%	Included
Experience Modification	.84	Included
Discounted Premium per Schedule Adjustment		Included
Expense Constant		\$200.00
<b>Total Premium</b>		<b>\$16,547.00</b>

Workers Compensation Premiums Reflect 2016 Rate Increase

**Terms & Conditions Including But Not Limited To:**

- The Trust requires that the Member maintains valid and current certificates of workers compensation insurance on all work performed by persons other than its employees
- Safety and Drug Free program credits are subject to program requirements
- Payrolls are Subject to Final Audit
- Quotation is subject to receipt of the Signed PGIT WC Application and Signed Drug Free and Safety Program Applications

## SUMMARY OF PROPOSED PREMIUMS

Premiums as Proposed:		*Expiring	Renewal
<b>Property</b>	Premium	\$65,712.00	\$62,262.00
	Fees	N/A	Incl
	Taxes & Surcharges	N/A	N/A
	Total	\$65,712.00	\$62,262.00
<b>General Liability</b>	Premium	\$62,700.00	\$53,173.00
	Fees	N/A	Incl
	Taxes & Surcharges	N/A	N/A
	Total	\$62,700.00	\$53,173.00
<b>Public Officials and Employment Practices Liability</b>	Premium	\$78,472.00	\$69,414.00
	Fees	N/A	Incl
	Taxes & Surcharges	N/A	N/A
	Total	\$78,472.00	\$69,414.00
<b>Automobile</b>	Premium	\$15,801.00	\$14,875.00
	Fees	N/A	Incl
	Taxes & Surcharges	N/A	N/A
	Total	\$15,801.00	\$14,875.00
<b>Inland Marine</b>	Premium	\$793.00	\$714.00
	Fees	N/A	Incl
	Taxes & Surcharges	N/A	N/A
	Total	\$793.00	\$714.00
<b>Crime/Fidelity</b>	Premium	\$791.00	\$791.00
	Fees	N/A	Incl
	Taxes & Surcharges	N/A	N/A
	Total	\$791.00	\$791.00
<b>Workers Compensation</b>	Premium	\$24,413.00	\$16,547.00
	Fees	N/A	Incl
	Taxes & Surcharges	N/A	N/A
	Total	\$24,413.00	\$16,547.00
<b>Government Crime</b>	Premium	\$500.00	\$500.00
	Fees	N/A	N/A
	Taxes & Surcharges	N/A	N/A
	Total	\$500.00	\$500.00
		Indication	Indication
<b>Agency Fee</b>			\$20,000.00
<b>TOTAL</b>		<b>\$249,182.00</b>	<b>\$238,276.00</b>

*\* Expiring Premium reflects annualized premiums on any midterm policy changes*

## **SUMMARY OF PROPOSED PREMIUMS**

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### **Exposure Changes**

Total Property Insured Value Increased from \$11,376,982 To \$12,525,259

Workers Compensation Experience Mod Decreased from .90 To .84

### **Payment Option:**

#### **Commercial Package:**

50% Down Payment and two additional installments of 25% - Payable to Brown & Brown

#### **Workers Compensation:**

Quarterly – First payment due 10/01/15 and 3 quarterly installments beginning 01/01/16  
Paid directly to Preferred Governmental

**A 25% Minimum Earned Premium applies to the following policies:  
Commercial Package Policy**

### **Quote Subject To:**

- Signed PGIT Package and WC Applications
- Signed UM Forms
- Signed Signature Page
- Signed Florida Fraud Statement
- Signed and Initialed Public Officials/EPLI Liability Application
- Signed Drug Free and Safety Program Applications
- Latest Audited Financials

### **Quotation is valid until the effective date of the policy.**

This proposal is based upon the exposures to loss made known to the Agency, and is for illustration only. Any changes in these exposures (i.e., new operations, new products, additional states of hire, etc.) need to be promptly reported to us in order that proper coverage(s) may be put into place. All physical exposures insured by our policies must be owned by the named insured. This proposal contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, refer to the policy document.

This proposal contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, refer to the policy document.

This proposal is based upon the exposures to loss made known to the Agency. Any changes in these exposures (i.e., new operations, new products, additional states of hire, etc.) need to be promptly reported to us in order that property coverage(s) may be put into place.

## A.M. BEST RATING OF PROPOSED COMPANIES

COMPANY	COVERAGE	BEST RATING	ADMITTED
Preferred Governmental Insurance Trust	Property General Liability Public Officials Liability Employment Practices Liability Inland Marine Automobile Workers Compensation	NR See Schedule of the PGIT Excess Insurance Structure	N/A
Fidelity & Deposit Co. of Maryland	Government Crime	A+XV	Yes

### GENERAL RATING

These rating classifications reflect BEST's opinion of the relative position of each company in comparison with others, based upon averages within the Property-Casualty insurance industry. They are reflective of overall company services and standing within the industry.

A++, A+\*\*\*  
A, A-\*\*\*  
B++, B+\*\*  
NR

*Superior*  
*Excellent*  
*Very Good*  
*Not Rated*

B, B-\*\*\*  
C++, C+\*\*\*  
C, C-\*\*\*

*Good*  
*Fair*  
*Marginal*

### FINANCIAL SIZE CATEGORY

The Financial Size Category is an indication of the size of an Insurer and is based on reported Policyholders' surplus plus conditional or Technical Reserve Funds, such as mandatory securities valuation reserve, other investment and operating contingency funds and/or miscellaneous voluntary reserves reported as liabilities.

(\$ In thousands)			
Class I	\$ Up to	\$	1,000
Class II	\$ 1,000	To \$	2,000
Class III	\$ 2,000	To \$	5,000
Class IV	\$ 5,000	To \$	10,000
Class V	\$ 10,000	To \$	25,000
Class VI	\$ 25,000	To \$	50,000
Class VII	\$ 50,000	To \$	100,000
Class VIII	\$ 100,000	To \$	250,000
Class IX	\$ 250,000	To \$	500,000
Class X	\$ 500,000	To \$	750,000
Class XI	\$ 750,000	To \$	1,000,000
Class XII	\$ 1,000,000	To \$	1,250,000
Class XIII	\$ 1,250,000	To \$	1,500,000
Class XIV	\$ 1,500,000	To \$	2,000,000
Class XV	\$ 2,000,000	To \$	More

This information has been provided to you so that consideration is given to the financial condition of our proposed carriers. The financial information disclosed is the most recent available to Brown and Brown of Florida Inc - Miami Division.

Preferred Governmental Insurance Trust  
Municipality Excess Insurance Structure 15-16

Statutory Limits	All Property Insured by Trust		Higher Limits Available				Higher Limits Available
	\$225,000,000 Total Limit		\$1,000,000 Per Occurrence Limit				
\$2,000,000 Retention	Arch Specialty Aspen Specialty AXIS Specialty Endurance UK Everest Ironshore Liberty Lloyds Montpelier Bermuda RSUI Westport Insurance  \$75,000,000 (Excess over Tower 1 & Tower 2) \$75,000,000		Princeton Excess & Surplus Lines Insurance Company	Princeton Excess & Surplus Lines Insurance Company	Princeton Excess & Surplus Lines Insurance Company	\$100,000 Retention	
	AWAC Arch Specialty Colony Ins. Co. Endurance UK Endurance US Ironshore Lexington Lloyds RSUI Westchester  (Tower 1)		\$200,000 Retention	\$200,000 Retention	\$150,000 Retention		
	AWAC Arch Specialty Aspen Specialty Brit (USA) Colony Ins. Co. Endurance UK Endurance US Ironshore Lexington Lloyds Market US RSUI Starr Surplus Westport Ins (Tower 2)  \$25,000 Retention						
Workers' Compensation	Inland Marine and Automobile PD		Automobile Liability	General Liability	Law Enforcement Liability	Public Officials & Employment Practices	

## COMPENSATION

In addition to the commission or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverage's, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payments, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or "pooled") with the premium dollars of other insureds that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products and services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based upon the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of business, we may receive and retain interest on premiums you pay from the date we receive them until the date the premiums are remitted to the insurance company or intermediary. In the event that we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

### Wholesale Broker/Managing General Agent: Public Risk Underwriters

This intermediary is owned in whole or part by Brown & Brown, Inc., the parent company of Brown & Brown of Florida, Inc. – Miami Division. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so. In addition to providing access to the insurance company, the Wholesale Insurance Broker / Managing General Agent may provide additional services including, but not limited to: underwriting; loss control; risk placement; coverage review; claims coordination with insurance company; and policy issuance. Compensation paid for those services may be up to 15% of the premium you pay for coverage, and any compensation paid for those services is derived from your premium payment.

If we are being compensated based upon a fixed dollar amount or fixed percentage fee, meaning that the contract specifies our compensation and states anywhere in the document that additional compensation will not be paid to us or any other party, any additional compensation to us or any other party, including wholesale brokers or third party intermediaries, is strictly prohibited. Likewise, if our contract sets compensation based upon a fixed dollar amount or fixed percentage fee, and the contract specifies that additional compensation shall be credited to the insured, any additional compensation to any party, including brokers, wholesale brokers or third party intermediaries, must be promptly returned to you. If our contract is not based upon such fixed fee terms, no owned or affiliated party, including brokers, wholesale brokers or third party intermediaries, may accept any type of compensation without full disclosure by the undersigned broker to you of the dollar amount or percentage of compensation prior to binding your coverage.

Should you have any questions, or require any additional information, please contact this office at 1-800-889-0799 or if you prefer, submit your question or request online at <http://www.bbinsurance.com/customerinquiry.shtml>.



## **PROPOSAL VARIANCE**

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**Changes that need to be made prior to binding:**

## **MINIMUM AND DEPOSIT PREMIUM MINIMUM EARNED PREMIUM**

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The following terms are often misunderstood, particularly among insureds or producers not accustomed to dealing with surplus lines insurance companies. It is important that the definitions are understood.

### **MINIMUM AND DEPOSIT**

This is the amount of premium due at inception. Although the policy is subject to adjustment based on a rate per exposure unit, under no circumstances will the annual earned premium be less than the minimum premium. Therefore, the policy may generate an additional premium on audit, but not a return.

If such a policy is cancelled mid-term, the earned premium is the GREATER of the annual minimum times the short rate or pro-rata factor, or the actual earned as determined by audit, subject to a short rate penalty if applicable.

### **MINIMUM EARNED PREMIUM**

A minimum earned premium endorsement can be attached to either a flat charge policy or an adjustable policy. In either case, this amount is the LEAST that will be retained by the insurance company once the policy goes into effect. The amount retained would be the GREATER of the annual earned premium whether calculated on a pro-rate or short rate basis, or the minimum earned premium.

### **FLAT CANCELLATIONS**

Surplus lines insurance companies normally do not allow flat cancellations. Once the policy is in effect, some premium will be earned.

If you need further explanation, please do not hesitate to contact us.

## **CLAIM REPORTING GUIDELINES**

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Make Brown & Brown, Inc. aware of any and all incidents *immediately* after they occur, whether it be an auto accident, a theft, slip & fall, even a minor incident that appears will have no future activity. Do not wait for a police report.

Gather as much concrete information as possible. For example, police reports, company incident reports, conversation logs, medicals and pictures - anything that may assist in the handling of your claim. Send this information either by mail, e-mail or fax to:

**Brown & Brown of Florida, Inc. – Miami Division**  
**Alexandra Sarria, Commercial Claim Specialist**  
**14900 NW 79 Court, Suite 200**  
**Miami Lakes, FL 33016**  
**Phone: (305) 364-7812**  
**Fax: (305) 714-4401**  
**E-Mail: ASarria1@bbmia.com**

If you have any questions or incur any problems, please contact our office and we will be glad to assist you in any way we can.

# ***DEFINITIONS***

## PROPERTY DEFINITIONS

<b>Coininsurance</b>	Most building and business personal property policies have a coinsurance clause, which requires the insured to carry insurance equal to at least a specified percentage of the actual cash value of the property. If a loss occurs, and it is determined that the amount of insurance carried is less than the amount required, a penalty could be placed on the insured. (Example Attached)
<b>Agreed Value</b>	When the agreed value option is used the coinsurance requirement is removed and the insurer agrees to cover losses for its agreed value. As an example, the insured has property insured for \$100,000 and the agreed value is also \$100,000, if a loss occurs, any loss up to \$100,000 is covered 100%. When this option is used the insured and the insurance company agree on the value of the property before the policy is issued. This option is usually assigned to one-of-a-kind property.
<b>Replacement Cost &amp; Actual Cash Value</b>	Property can be valued in several different ways. Insurance companies commonly use two approaches to determine value, which also determines how a loss will be paid: the replacement cost method and the actual cash value method. Insurers consider replacement cost of a property item to be the cost to replace it with new property of like kind. Actual cash value is replacement cost, minus the accumulated depreciation for age and condition.
<b>Inflation Guard</b>	An insured can insure a building for its full value at the beginning of the policy year, but at the end of the year, it might not be covered for its full value. This problem can be corrected by adding inflation guard coverage. With inflation guard, the policy limit increases gradually during the policy term so that the total increase amounts to the desired percentage increase at the end of the policy term.
<b>Coverage Extensions &amp; Additional Coverages</b>	In addition to the limits stated in the Building and Personal Property coverage form, the policy has a coverage extensions section and an additional coverages section. The coverage extensions section provides limited coverage for newly acquired or constructed property, property of others, certain out door property, and the cost of research and reconstruct information on destroyed records. When coverage is placed on the all risk form, two additional extensions are added for property in transit and coverage for certain repair costs related to damage caused by water. The two additional extensions are covered by certain perils only. The additional coverage section provides coverage for indirect losses that result from a direct loss. The coverage applies to removal of debris, preservation of property, fire department service charges and pollutant cleanup and removal. The coverage extensions and the additional coverages have limitations and are subject to certain conditions.
<b>Basic Form</b>	Fire, lightning, explosion, windstorm or hail, smoke that causes sudden and accidental loss or damage, aircraft or vehicles, riot or civil commotion, vandalism, sprinkler leakage, sink hole collapse and volcanic action.
<b>Broad Form</b>	Fire, lightning, explosion, windstorm or hail, smoke that causes sudden and accidental loss or damage, aircraft or vehicles, riot or civil commotion, vandalism, sprinkler leakage, sink hole collapse, volcanic action, glass breakage, falling objects, weight of snow, ice, or sleet, and water damage (accidental discharge or leakage).
<b>Special Form</b>	Excluding flood and earthquake.

## **EQUIPMENT BREAKDOWN DEFINITIONS**

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<b>Definition of Equipment Breakdown Coverage (Boiler &amp; Machinery)</b>	Boiler & Machinery insurance covers direct damage to covered property when caused by a covered cause of loss. Covered property is any property that is owned by the named insured or is in the named insured's care, custody or control and for which the named insured is legally liable. A covered cause of loss is a sudden and accidental breakdown of the insured's boiler & machinery equipment or any part of the equipment described in the policy.
<b>Expediting Expense</b>	Which pays the reasonable extra cost incurred to expedite progress after a loss
<b>Automatic Coverage</b>	Covers accidents to objects at newly acquired locations for up to ninety days after the named insured acquires the property.



## GENERAL LIABILITY DEFINITIONS

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<b>Premises/Operations</b>	Coverage is provided for damages arising out of ownership or occupancy of the insured premises when maintained in a reasonable manner. This also covers damages arising out of operations performed by the insured business.
<b>Products/Completed Operations</b>	Products coverage is provided for damages arising out of products manufactured, sold, handled or distributed by the insured. Completed Operations covers damages occurring after operations have been completed or abandoned, or after an item is installed or built and released for its intended purpose.
<b>Personal Injury</b>	Personal Injury means injury other than bodily injury. Coverage is provided for injury resulting from offenses such as false arrest, malicious prosecution, detention or imprisonment, the wrongful entry into, wrongful eviction from and other acts of invasion, or rights of private occupancy of a room. Coverage for libel and slander is also provided in the policy.
<b>Advertising Injury</b>	This coverage pays for damages done in the course of oral or written advertisement that disparages, libels or slanders a person's or organization's goods, products or services. Coverage for these offenses is provided under advertising injury coverage only if they occur during the course of advertising the named insured's own goods, products or services.
<b>Medical Payments</b>	Medical Payments coverage pays medical expenses resulting from bodily injury caused by an accident on premises owned or rented by the insured, or locations next to such property, or when caused by the insured's operations. These payments are made without regard to the liability of the insured.
<b>Fire Damage</b>	The fire damage limit provides coverage for fire damage caused by negligence on the part of the insured to premises rented to the named insured. If a fire occurs because of negligence of the insured and causes damage to property not rented to the insured, coverage would be provided under the occurrence limit.

## GENERAL LIABILITY DEFINITIONS

### Continued...

<b>Contractual Liability</b>	Extends your coverage to liability assumed under contract, applies to both oral and written agreements relating to named insured's business.
<b>Host Liquor Liability</b>	Covers your exposure for serving liquor to clients or employees at company parties. Applies only to firms not engaged in business of <u>selling or serving alcoholic beverages</u> .
<b>Broad Form Property Damage Coverage</b>	Intended for firms, which perform work or services, rather than sell or produce products. Usually intended for construction contractors, repairers of automobiles, installers of property.
<b>Incidental Medical Malpractice</b>	Extends term "bodily injury" to mean injury arising out of rendering of or failure to render, during the policy period; medical, surgical, dental, x-ray, or nursing services, or furnishing of food or beverages in connection therewith or the dispensing or furnishing drugs or medical, dental or surgical supplies
<b>Non-Owned Watercraft Liability Coverage</b>	(Under 26 feet in length) Provides coverage for liability, which arises from any watercraft as long as watercraft is not owned by insured nor being used to carry persons or property for a fee.
<b>Limited Worldwide Coverage</b>	Intended to extend the scope of "policy territories" to anywhere in the world. Limited to the activities of any insured who is domiciled in the United States and the original suit for damage is brought within the United States, its territories, possessions, or in Canada.
<b>Extended Bodily Injury Coverage</b>	Amends definition of occurrence to; includes any intentional act by or at the direction of the insured, which results in bodily injury, but only if such bodily injury results from the use of "reasonable" force for purposes of protecting persons or property.
<b>Newly Acquired Organizations</b>	Automatic protection for newly acquired organizations until the new organizations is specifically added to the policy or 90 days, whichever occurs first.
<b>Additional Persons Insured</b>	Includes as insureds; (1) Any spouse of a partner concerning business activities of the partnership and (2) any employee of the named insured while acting within the scope of his or her duties. Does not apply to bodily injury or personal injury sustained by a fellow employee which occurs during the course of employment.
<b>Claims Made Form Only</b>	This coverage is provided automatically without an additional premium charge if coverage is canceled, not renewed, or the insurer renewal with a later retroactive date. The basic extended reporting period starts at the end of the policy period and last for five years for claims made against the insured within the five year period and reported to the insurer within 60 days after the end of the policy period.

## **UNDERSTANDING THE CLAIMS-MADE POLICY**

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The claims-made insurance policy provides financial protection for all claims presented during the current policy year, providing the claim occurred after the prior acts date.

To understand the claims-made policy, we will define:

### **Current Policy Year:**

The policy year begins on the effective date shown on the policy and expires on the expiration date all shown on the policy. The policy's effective and expiration dates change with yearly renewal of the policy. The prior acts or retroactive date remains the same, so you are protected for incidents that occurred prior years by the current policy.

### **Prior Acts or Retroactive Date:**

This is the date (shown on your policy) that dictates if a claim is eligible to be covered. Any claim occurring after this date, presented during the current policy year, are eligible for coverage by your current policy.

### **Supplemental Extended Reporting Period (Tail Coverage):**

Should the policy be canceled or non-renewed, you are entitled to purchase insurance protection for any claims which may be after the cancellation date. The premium charged for this insurance is based upon the number of years you have been insured (prior acts years) and the limits purchased.

## AUTOMOBILE DEFINITIONS

<b>Liability Coverage</b>	The liability coverage of the commercial auto policy provides protection against legal liability arising out of the ownership, maintenance, or use of any insured automobile. The insuring agreement agrees to pay damages for bodily injury or property damage for which the insured is legally responsible because of an automobile accident resulting from the ownership, maintenance, or use of a covered auto. The insuring agreement also states that in addition to the payment of damages for which the insured is legally liable, the insurer also agrees to defend the insured for all legal defense cost. The defense cost is in addition to the policy limits.
<b>Owned Automobiles</b>	Covers the liability arising out of the ownership, maintenance or use of automobiles.
<b>Personal Injury Protections</b>	Coverage is included for vehicle passengers under No-Fault Law provisions.
<b>Medical Payments Coverage</b>	The insuring agreement states that the insurer will pay all reasonable and necessary medical and funeral expenses incurred by an insured because of bodily injury caused by an accident. The insured is the named insured, the insured's employees and guests, and any other person occupying a covered auto. These payments are made without regard to fault.
<b>Uninsured/Underinsured Motorists</b>	Protects insureds who are not contributorily negligent against bodily injury caused by negligent under insured or uninsured drivers and hit-and-run motorists.
<b>Hired Automobiles</b>	Covers the liability for the use of hired automobiles in your business.
<b>Non-Owned Automobiles</b>	Covers the liability for the use of non-owned automobiles in your business. An example would be an employee using his own car on an errand for you.
<b>Comprehensive</b>	Pays for loss of or damage to automobiles from perils other than collision.
<b>Collision</b>	Pays for loss of or damage to automobiles from collision with another object or upset.
<b>Rental Reimbursement</b>	The business auto policy provides a coverage extension if an auto is insured for comprehensive or specified cause of loss coverage, which insures against loss of use of a covered auto only if the auto is a private passenger type auto and is stolen. The coverage extension pays up to a daily limit of \$10 and a maximum limit of \$300. Payments begin forty-eight hours after the theft and ends when the insured auto is returned or when the insurer has paid the insured for the auto. For broader coverage, the insured can pay an additional premium for rental reimbursement coverage. Rental reimbursement pays the cost of renting a substitute auto for replacement of any covered auto that has suffered a covered loss. The daily and maximum limit for this coverage varies among insurers.

## COVERED AUTO DESIGNATION SYMBOLS

<b>1</b>	Any "Auto"	<b>6</b>	Owned "autos" subject to a compulsory uninsured motorists law. Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
<b>2</b>	Owned "autos" only. Only those autos you own (and for liability coverage any trailers you don't own while attached to power units you own.) This includes those "autos" you acquire ownership of after the policy begins.	<b>7</b>	Specifically Described "autos". Only those autos described in ITEM THREE of the Declarations for which a premium charge is shown (and for liability coverage any "trailers" you don't own while attached to any power unit described in ITEM THREE.)
<b>3</b>	Owned Private Passenger "Autos" Only. Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.	<b>8</b>	Hired "Autos" Only. Only those autos you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your employees or partners or members of their households.
<b>4</b>	Owned "Autos" other than private passenger "autos" only. Only those autos you own that are not of the private passenger type (and for liability coverage any "trailers" you don't own while attached to power units you own.) This includes those autos not of the private passenger type you acquire ownership of after the policy begins.	<b>9</b>	Non-Owned "Autos" Only. Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your employees or partners or members of their households but only while used in your business or your personal affairs.
<b>5</b>	Owned "Autos" subject to No-Fault. Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.		

## CRIME DEFINITIONS

<b>Employee Dishonesty</b>	<p>Employee dishonesty is considered to be a criminal act committed by an employee acting alone or in collusion with others. There must be intent by the employee to cause the employer a loss and to obtain a financial benefit for the employee or someone else. Coverage is provided for dishonest acts of employees of the named insured only. Coverage insures against loss of money, securities, and property other than money and securities. The blanket form provides coverage for dishonest acts of all employees. The limit for blanket coverage applies per loss, regardless of how many employees are involved. The scheduled form provides coverage only for the dishonest acts of employees specifically listed in the policy. On the scheduled form, a separate limit applies to each employee listed on the schedule.</p>
<b>Forgery or Alteration</b>	<p>Forgery is generating a document or signature that is not genuine.</p> <p>Alteration is changing a document in a manner that is neither authorized nor intended.</p> <p>This form insures against loss caused by the forgery or alteration of a covered item drawn against the insured's accounts. A covered item might be a check, draft, promissory note, bill of exchange or similar instrument.</p>
<b>Theft, Disappearance &amp; Destruction</b>	<p>Theft means any act of stealing.</p> <p>Disappearance is unknown causes of loss. Disappearance lacks the elements of knowing if the crime was a theft, burglary or robbery.</p> <p>Destruction is the loss of certain property, it is usually the result of another cause of loss.</p> <p>Section (1) of the form covers money and securities against loss by theft, disappearance, or destruction inside the premises. Section (2) covers money and securities outside the premises in care and custody of a manager.</p>



## WORKERS' COMPENSATION DEFINITIONS

<b>Workers' Compensation Insurance</b>	<p>This coverage agreement obligates the insurer to pay all compensation and other benefits required of the insured by the workers compensation law or occupational disease law of any state listed in the policy. The coverage applies to bodily injury by accident and by disease.</p> <p>Coverage (A) shows no dollar limit for the benefits provided since any applicable limits would be those established within the law. Benefits under Coverage (A) are paid to the employee without regard to fault.</p>
<b>Employers' Liability</b>	<p>This coverage protects employers for their legal liability for bodily injury by accident or disease to an employee arising out of and in the course of the employee's employment when not covered under the workers compensation law. Before benefits are paid under this coverage, the employee must prove the employer is liable for the injury.</p> <p>1. Bodily Injury By Accident This amount is the most an insurer will pay under Coverage (B) for all claims arising from any one accident, regardless of how many employees are involved in the accident. The standard limit is \$100,000 for any one accident, which can be increased.</p> <p>2. Bodily Injury By Disease (Policy Limit) This is the aggregate limit the insurer will pay under Coverage (B) for all claims sustaining bodily injury by disease during the policy period. The standard policy limit is \$500,000, which can be increased.</p> <p>3. Bodily Injury By Disease (Each Employee) This amount is the most an insurer will pay under Coverage (B) for damages due to bodily injury by disease to any one employee. The standard limit of liability for each employee is \$100,000, which can be increased.</p>
<b>Officer/Partner Exclusion</b>	<p>In some states, workers compensation law allows an insured to include or exclude Executive Officers and Partners, or both, from coverage. Adding this endorsement can designate the individuals not covered under the policy.</p>
<b>Experience Modification</b>	<p>This is a factor that deals with the rating of the policy. The Experience Modification figure is based on the insured's loss experience. The factor is used to increase or decrease the manual rates of insurance.</p>
<b>Other States Insurance</b>	<p>This provides workers compensation coverages if the insured expands operations into other states not declared at the time the policy is issued or renewed. If the insured elects this coverage and operations begin in a state listed under other states, the insurer provides the same coverage as if the state was declared in the policy at the time of policy issuance.</p>
<b>USL&amp;H</b>	<p>This is a federal act, which is similar to the state workers compensation act. The federal act was designed to provide workers compensation benefits to employees who work in maritime employment upon the navigable waters of the United States and who are usually considered outside the scope of state workers compensation laws. When the USL&amp;HWA endorsement is added to the standard policy it applies to work done in the states scheduled on the policy and extends the definition of the workers compensation law to include the USL&amp;HWA.</p>

## RFP 2016-36

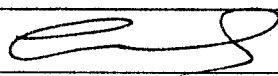
## ADDENDUM ACKNOWLEDGEMENT FORM

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

Addendum No. <u>1</u>	Dated <u>7/7/16</u>
Addendum No. <u>2</u>	Dated <u>7/11/16</u>
Addendum No. <u>3</u>	Dated <u>7/13/16</u>
Addendum No. <u>4</u>	Dated <u>7/20/16</u>
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

\_\_\_\_\_ No Addendum issued for this RFP

Firm's Name: Brown & Brown Insurance of Fl, Inc. - Miami Division

Signature: 

Printed Name/Title: Fausto Alvarez, Jr. Executive Vice President

# FLORIDA DEPARTMENT of FINANCIAL SERVICES

BROWN & BROWN OF FLORIDA, INC.

14900 NW 79TH COURT  
SUITE 200

MIAMI LAKES FL 33016

Agency License Number L055442

Location Number: 181159

Issued On 06/23/2008

Pursuant To Section 626.0428, Florida Statutes, This Agency Location Shall Be In The Active Full-Time Charge Of A Licensed And Appointed Agent Holding The Required Agent Licenses To Transact The Lines Of Insurance Being Handled At This Location.

Pursuant To Subsection 626.172(4), Florida Statutes, Each Agency Location Must Display The License Prominently In A Manner That Makes It Clearly Visible To Any Customer Or Potential Customer Who Enters The Agency Location.



Jeff Atwater  
Chief Financial Officer  
State of Florida

**JEFF ATWATER, CHIEF FINANCIAL OFFICER**  
**FLORIDA DEPARTMENT OF FINANCIAL SERVICES**

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**Licensee Details**

7/17/2016

**Demographic Information**

**Name of Licensee:** BROWN & BROWN OF FLORIDA, INC. DBA  
FLORIDA MGA  
**License #:** L055442  
**Business Location:** MIAMI LAKES, FL  
**Agent In Charge Name :** FAUSTO ALVAREZ  
**Agent In Charge License Number:** A004991

**Types and Classes of Valid Licenses**

Type	Original Issue Date	Qualifying Appointment
AGENCY LICENSE (2105)	6/23/2008	Appointments are not required for insurance agencies

**Types and Classes of Active Appointments**

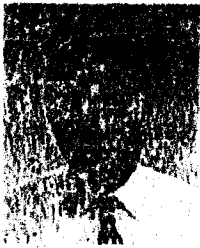
(n/a)

- 2011 © Florida Department of Financial Services

**Brown & Brown Insurance of Florida – Miami Division**

**Florida department of Financial Services Licenses**

**FLORIDA DEPARTMENT OF INSURANCE**



**ROBERT PAUL HOLLANDER**

**License Number A121581**

IS LICENSED TO TRANSACT THE  
FOLLOWING CLASSES OF INSURANCE:

General Lines (Prop & Cas)

Health

Life

Life & Health

Variable Annuity

This licensee must have an active appointment with the insurer or employer for which products or services are being marketed. See reverse for additional requirements.



**NANCY ELLEN BATISTA**

**A015878**

Gen. Lines (Prop. & Cas. Ins.)

ISSUED: 01/10/92

**733296**

*Nancy Ellen Batista*

**FLORIDA DEPARTMENT OF INSURANCE**



**ALEXANDRA M SARRIA**

**License Number D038887**

IS LICENSED TO TRANSACT THE  
FOLLOWING CLASSES OF INSURANCE:

Customer Representative

This licensee must have an active appointment with the insurer or employer for which products or services are being marketed. See reverse for additional requirements.

**FLORIDA DEPARTMENT OF FINANCIAL SERVICES**

**KARLA VANESSA BERNET**

License Number : P045260

**Resident Insurance License**

•0220 - GENERAL LINES (PROP & CAS)

**Issue Date**

10/27/2010

*Jeff Atwater*

Jeff Atwater  
Chief Financial Officer  
State of Florida



BROWN-3

OP ID: JW

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/19/2016

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. Daytona Beach Office P.O. Box 2412 Daytona Beach, FL 32115-2412 J. Decker Youngman	<b>CONTACT NAME:</b> LAURIE KOHLER #16017	
	<b>PHONE (A/C, No, Ext):</b> 386-239-7242 <b>FAX (A/C, No):</b> 386-323-9159	
	<b>E-MAIL ADDRESS:</b> lkohler@bbdaytona.com	
<b>INSURED</b> BROWN & BROWN OF FLORIDA INC P O BOX 2412 DAYTONA BEACH, FL 32115	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> Travelers Prop & Cas of Amer	25674
	<b>INSURER B:</b> Continental Casualty Co	20443
	<b>INSURER C:</b> Travelers Indemnity	25658
	<b>INSURER D:</b> XL Specialty Ins Inc.	37885
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
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.		

ISR TR	TYPE OF INSURANCE	ADDL SUBR (NSD) (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  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	TC2JGLSA9527B87416	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		TC2JCAP9527B86216	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
3	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED RETENTION \$		6011849429	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$
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 type="checkbox"/> N/A		TC2JUB9517B58016 TRKUB9518B76115	01/01/2016 01/01/2016	01/01/2017 01/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<b>INS AGENTS E&amp;O</b>		ELU142465-16	01/01/2016	01/01/2017	EACH LOSS \$ 5,000,000 AGGREGATE \$ 25,000,000

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

OWN OF MIAMI LAKES IS ADDITIONAL INSURED ON THE GENERAL LIABILITY PER FORM  
G D2 48 08 05.

<b>CERTIFICATE HOLDER</b>  TOWN OF MIAMI LAKES 6601 MAIN ST MIAMI LAKES, FL 33014	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**Town of Miami Lakes**  
**RFP 2016-36**  
**Property, Casualty and Liability Insurance Program**  
**Addendum #1**

**Due Date: 2:00 PM July 21, 2016**

This addendum is incorporated into and made a part of the Request for Proposals ("RFP") 2016-36. The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the RFP, which take precedence over the RFP documents. Underlined and bolded word(s) indicate additions. Deletions are indicated by strikethrough.

**Addition**

1. Section 5, Instructions for Preparing a Response, Subsection 5.1, Preparation Requirements, Item 8, Forms/Affidavits, has been updated as follows to add the Conflict of Interest Affidavit:
  - i. Addendum Acknowledgement
  - ii. Proposer's Affidavit
  - iii. Certificate of Authority & Notarization
  - iv. Anti-Kickback Certification
  - v. Non-Collusive Affidavit
  - vi. Public Entity Crime Affidavit
  - vii. Conflict of Interest Affidavit**
  - viii. Drug-Free Workplace

**Question (1 of 1)**

1. Please provide the following required information:
  - a) Number of full time personnel  
Answer: 40
  - b) Number of part time personnel, including seasonal  
Answer: 19
  - c) Number of Board Members and confirmation that Board Members are appointed by the Mayor & Town Commission  
Answer: Please confirm the nuance of "Board Members".
  - d) The last year that the master plan for economic development was updated  
Answer: 2025 Strategic Plan including an Economic Development Goal was adopted in Nov. 2015.
  - e) Number of employees who have written employment agreements  
Answer: 1
  - f) Total involuntary turnover percentage during the last three years  
Answer: 6.3% 4 employees during the last 3 years out of total average of 63 employees.
  - g) Total voluntary turnover percentage during the last three years  
Answer: 45% - 29 employees during the last 3 year period, out of total average of 63 employees.

- h) Average length of employment for all employees

Answer: 3.96 years.

- i) The last year that the employment manual was updated

Answer: All policies are updated as needed.

The Proposer shall acknowledge receipt of this addendum by completing the applicable section of the RFP or completing the acknowledgment information below. Either form of acknowledgement must be completed and returned by no later than the date and time for receipt of the RFP Response.

Acknowledgement:

Fausto Alvarez, Jr.

Name of Signatory

Executive Vice President

Title

July 7, 2016

Date



Signature

Brown & Brown Ins. of FL. Inc. - Miami Division

Name of Proposer

Christina Semeraro, MPA, CPPB  
Procurement Manager

**Town of Miami Lakes**  
**RFP 2016-36**  
**Property, Casualty and Liability Insurance Program**  
**Addendum #2**

**Updated Due Date: 2:00 PM July 27, 2016**

This addendum is incorporated into and made a part of the Request for Proposals ("RFP") 2016-36. The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the RFP, which take precedence over the RFP documents. **Underlined and bolded** word(s) indicate additions. Deletions are indicated by strikethrough.

**Updated Due Date**

The RFP due date is hereby extended to **2:00 PM Wednesday, July 27, 2016**. The deadline for questions is hereby extended to **5:00 PM Wednesday, July 20, 2016**. All questions must be emailed to [procurement@miamilakes-fl.gov](mailto:procurement@miamilakes-fl.gov). No phone calls or phone messages will be accepted.

**Additional Attachments**

1. 2016 Application Package (Attached herein)
2. 2016 Workers Compensation Application Package incl. 2016 Payroll Estimates by Class Code (Attached herein)
3. Property Schedule (Separate Excel File)
4. Automobile Schedule (Separate Excel File)
5. Inland Marine Schedule (Separate Excel File)
6. Experience Reports (Attached herein)

**Questions (2 of 2)**

1. In regard to Attachment "A", Price Proposal Worksheet, please advise if a total Annual Broker Fee amount can be indicated as a total for all coverage, or is it required that the Annual Broker Fee be broken down separately for each form of insurance.

**Answer:** Yes, a total Annual Broker Fee can be indicated as a total for all coverage.

2. Please provide the number of Board Members and confirmation that Board Members are appointed by the Mayor & Town Commission. Board Members are a "covered Party" within the Preferred Governmental Insurance Trust (PGIT) Public Officials & Employment Practices Liability Coverage. PGIT requests the number of "Board Members" appointed by the Mayor and Commission.

**Answer:** The Town's Committee members are volunteers appointed by the Mayor and Council. Please define "Board Members".

The Proposer shall acknowledge receipt of this addendum by completing the applicable section of the RFP or completing the acknowledgment information below. Either form of acknowledgement must be completed and returned by no later than the date and time for receipt of the RFP Response.

**Acknowledgement:**

Fausto Alvarez, Jr.

**Name of Signatory**

Executive Vice President

**Title**

July 11, 2016

**Date**



**Signature**

Brown & Brown Ins. of Fl, Inc. Miami Divivion

**Name of Proposer**

Christina Semeraro, MPA, CPPB  
Procurement Manager

**Town of Miami Lakes**  
**RFP 2016-36**  
**Property, Casualty and Liability Insurance Program**  
**Addendum #3**

**Updated Due Date: 2:00 PM July 27, 2016**

This addendum is incorporated into and made a part of the Request for Proposals ("RFP") 2016-36. The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the RFP, which take precedence over the RFP documents. Underlined and bolded word(s) indicate additions. Deletions are indicated by strikethrough.

**Additional Information (2 of 2)**

**1. Loss History**

- a. General Liability From 10/1/2012 to Present
- b. Automobile From 10/1/2012 to Present
- c. Property From 10/1/2010 to Present
- d. Loss History, Workers Compensation

**Answer: Please refer to Addendum No. 2 of this solicitation for Loss History information.**

**2. Workers Compensation Data, Experience Modifiers & Annual Premiums for the following years:**

- a. 2010
- b. 2011
- c. 2012

**Answer: This information is not available at this time. Please refer to Addendum No. 2 of this solicitation for Workers Compensation data.**

The Proposer shall acknowledge receipt of this addendum by completing the applicable section of the RFP or completing the acknowledgment information below. Either form of acknowledgement must be completed and returned by no later than the date and time for receipt of the RFP Response.

**Acknowledgement:**

Fausto Alvarez, Jr.

\_\_\_\_\_  
Name of Signatory

Executive Vice President

\_\_\_\_\_  
Title

July 13, 2106

\_\_\_\_\_  
Date



\_\_\_\_\_  
Signature

Brown & Brown Ins. of FL., Inc. - Miami Division

\_\_\_\_\_  
Name of Proposer

Christina Semeraro, MPA, CPPB  
Procurement Manager

**Town of Miami Lakes**  
**RFP 2016-36**  
**Property, Casualty and Liability Insurance Program**  
**Addendum #4**

**Updated Due Date: 2:00 PM July 27, 2016**

This addendum is incorporated into and made a part of the Request for Proposals ("RFP") 2016-36. The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the RFP, which take precedence over the RFP documents. **Underlined and bolded** word(s) indicate additions. Deletions are indicated by strikethrough.

**Additional Attachment**

1. Loss History by Claim type, claimant, amounts, totals by year

**Question (1 of 1)**

1. Provide an explanation of each claim exceeding \$25,000.

**Answer:** Reference attachment noted above, see description field of each applicable claim.

The Proposer shall acknowledge receipt of this addendum by completing the applicable section of the RFP or completing the acknowledgment information below. Either form of acknowledgement must be completed and returned by no later than the date and time for receipt of the RFP Response.

**Acknowledgement:**

Fausto Alvarez, Jr.

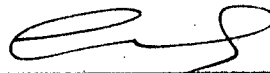
\_\_\_\_\_  
Name of Signatory

Executive Vice President

\_\_\_\_\_  
Title

July 20, 2016

\_\_\_\_\_  
Date



\_\_\_\_\_  
Signature

Brown & Brown Ins. of Fl., Inc. - Miami Division

\_\_\_\_\_  
Name of Proposer

Christina Semeraro, MPA, CPPB  
Procurement Manager



**PROPOSER'S 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:

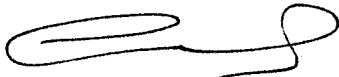
NONE

- 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

7/27/16  
Date

**CERTIFICATE OF AUTHORITY  
(IF CORPORATION)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of Brown & Brown Ins. of Florida - Miami, a corporation organized and existing under the laws of the State of Florida, held on the 27 day of July, a resolution was duly passed and adopted authorizing (Name) Fausto Alvarez, Jr. as (Title) EVP of the corporation to execute proposals on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, is the official act and deed of the corporation. I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 27 day of July, 2016.

Secretary: [Signature] Print: Robert W. Lloyd

**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 proposals on behalf of the partnership and provides that his/her execution thereof, attested by a partner, is 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 JOINT VENTURE)**

Joint ventures must submit their joint venture agreement indicating that the person signing the Proposal is authorized to sign RFP documents on behalf of the joint venture and submit the appropriate Certificate of Authority (corporate, partnership, or individual).

**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 Proposal to which this attestation is attached.

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

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

2016 JUL 25 AM 9:51

BROWN & BROWN INS.  
MIAMI LAKES, FL.  
RECEIVED

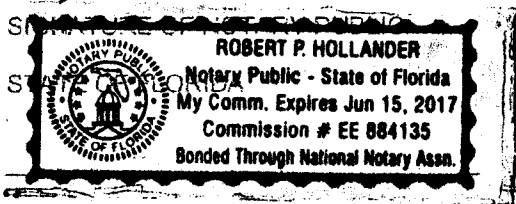
NOTARIZATION

STATE OF Florida

) SS:

COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me this 27 day of July, 2016, by Fausto Alvarez, Jr., who is personally known to me or who has produced \_\_\_\_\_ as identification and who (did/did not) take an oath.



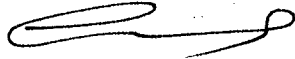
PRINTED, STAMPED OR TYPED

NAME OF NOTARY PUBLIC

## ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA            }  
  }     SS:  
COUNTY OF MIAMI-DADE    }

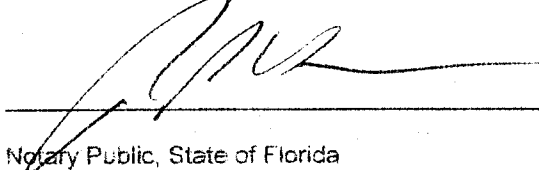
I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Miami Lakes, its elected officials, and \_\_\_\_\_ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

  
By: Fausto Alvarez, Jr

Title: Executive Vice President

Sworn and subscribed before this

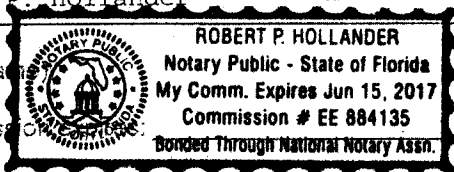
27 day of July, 2016

  
\_\_\_\_\_  
Notary Public, State of Florida

Robert P. Hollander

(Printed Name)

My commission expires



## NON-COLLUSIVE AFFIDAVIT

State of Florida }

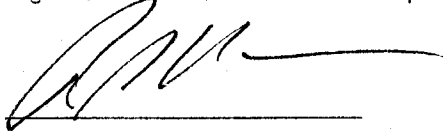
} SS:

County of Miami Dade }

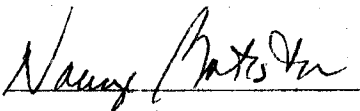
Fausto Alvarez, Jr. being first duly sworn, deposes and says that:

- a) He/she is the Executive Vice President, (Owner, Partner, Officer, Representative or Agent) of Brown & Brown Ins. of Fl - Miami, the Bidder that has submitted the attached Proposal;
- b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- c) Such Proposal is genuine and is not collusive or a sham Proposal;
- d) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Bidder, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- e) 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

Fausto Alvarez, Jr.

(Printed Name)

Executive Vice President (Title)

NON-COLLUSIVE AFFIDAVIT (CONTINUED)

ACKNOWLEDGMENT

State of Florida )

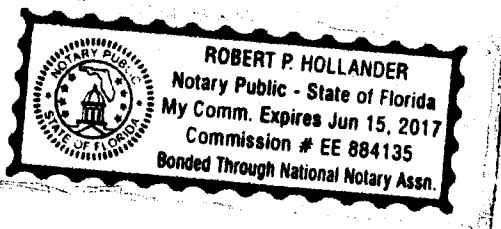
) SS:

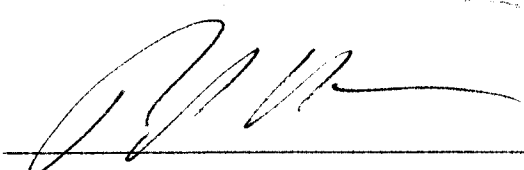
County of Miami Dade

BEFORE ME, the undersigned authority, personally appeared Fausto Alvarez, Jr. 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 he executed said Affidavit for the purpose therein expressed.

WITNESS my hand and official seal this 27 day of July, 2016

My Commission Expires:



  
\_\_\_\_\_  
Notary Public State of Florida at Large



**SWORN STATEMENT ON PUBLIC ENTITY CRIMES  
SECTION 287.133(3)(a), FLORIDA STATUTES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the Town of Miami Lakes  
by Fausto Alvarez, Jr., Executive Vice President  
**[print individual's name and title]**  
for Brown & Brown Insurance of FL. INC. - Miami Division  
**[print name of entity submitting sworn statement]**  
whose business address is  
14900 NW 79th Court, Suite 200  
Miami Lakes, FL 33016  
and (if applicable) its Federal Employer Identification Number (FEIN) is 59-0691921

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

signing this sworn statement: Fausto Alvarez, Jr. )

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.]**

  X   Neither the entity submitting this sworn statement, nor any officers, directors, executives,

partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO

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

Brown & Brown Insurance of FL. Inc. - Miami Division

Signature of Entity Submitting Sworn Statement

Sworn to and subscribed before me this 27 day of July, 2016.

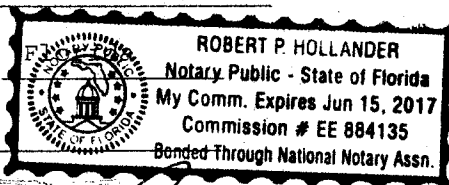
Personally known Fausto Alvarez, Jr.

OR produced identification \_\_\_\_\_ Notary Public - State of

Personally Known

(type of identification)

My commission expires



Robert P. Hollander

(Printed, typed or stamped commissioned name notary public)

# CONFLICT OF INTEREST AFFIDAVIT

State of Florida }

} SS:

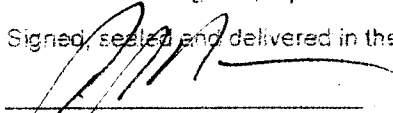
County of Miami Dade }

Fausto Alvarez, Jr. being first duly sworn, deposes and says that he/she is the (Owner, Partner, Officer, Representative or Agent) of Brown & Brown Ins. of FL. 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: 

Fausto Alvarez, Jr.

(Printed Name)

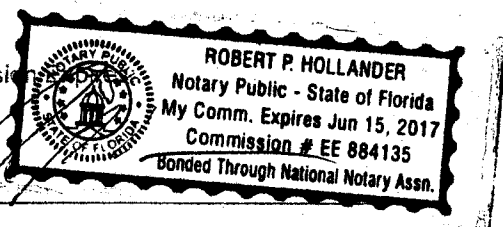
Executive Vice President

(Title)

BEFORE ME, the undersigned authority, personally appeared Fausto Alvarez, Jr. 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 Fausto Alvarez, Jr. executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 27 day of July, 2016.

My Commission



Notary Public State of Florida at Large

## DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

Brown & Brown Ins. of FL Inc. - Miami Division

BUSINESS NAME



FIRM'S SIGNATURE

## REFERENCE CERTIFICATION FORM

Name of Proposing Firm: Brown & Brown Insurance of FL - Miami Division

1) Name of Firm, City, County or Agency: City of Sunny Isles Beach  
Address: 18070 Collins Avenue  
City/State/Zip: Sunny Isles Beach, FL 33160  
Contact: Yael Londono  
Title: HR Director/Risk Manager  
Telephone: (305) 792-1809  
Scope of Work: Property, Casualty, Liability & WC Insurance  
Contract Term Effective Dates: 10/1/15-16  
Contract Amount: \$ 876,347.00

2) Name of Firm, City, County or Agency: Village of Key Biscayne  
Address: 88 W. McIntyre Street  
City/State/Zip: Key Biscayne, FL 33149  
Contact: Vivian Parks  
Title: Finance Director  
Telephone: (305) 365-8903  
Scope of Work: Property, Casualty, Liability & WC Insurance  
Contract Term Effective Dates: 10/1/15-16  
Contract Amount: \$ 828,326.00

3) Name of Firm, City, County or Agency: City of South Miami  
Address: 6130 Sunset Drive  
City/State/Zip: South Miami, FL 33143  
Contact: Rachel Cata  
Title: HR Director/Risk Manager  
Telephone: (305) 668-2515  
Scope of Work: Property, Casualty & Liability Insurance  
Contract Term Effective Dates: 10/1/15-16  
Contract Amount: \$ 451,544.00



## Attachment "A"

## Price Proposal Worksheet

RFP 2016-36

## Property, Casualty and Liability Insurance Program

## Notes:

\*Premium must be guaranteed for the initial twelve (12) month coverage period.

\*\*Annual Broker's Fees must be fixed for the initial three (3) years of the contract and shall be inclusive of all travel, equipment, quarterly and annual audits and any other related expenses.

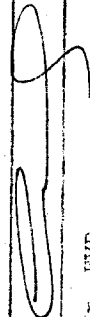
Proposer:

Item No.	Item Description (Insurance Coverage Type)	(A) Premium*	(B) Annual Broker's Fees**	(C) Total per Line of Coverage to be paid by TOML (A+B)
EXAMPLE	Automobile	\$13,500	\$2,500	\$16,000.00
1	Property	\$62,262.00	\$20,000.00	\$82,262.00
2	General Liability	53,173.00	incl.	53,173.00
3	Public Officials and Employment Practices Liability	69,414.00	incl.	69,414.00
4	Automobile	14,875.00	incl.	14,875.00
5	Inland Marine	714.00	incl.	714.00
6	Crime/Fidelity	500.00	incl.	500.00
7	Worker's Compensation	16,547.00	incl.	16,547.00
8	Government Crime	791.00	incl.	751.00
	Totals	\$218,277.00	\$20,000.00	\$238,276.00

Proposer agrees to supply the products and services at the prices above in accordance with the terms, conditions and specifications contained in this RFP.

Firm's Name: Brown & Brown Insurance of Florida, Inc.- Miami Division

Town/State/Zip: Miami Lakes, Florida 33016

Signature of Authorized Signatory: 

Printed Name/Title: Fausto Alvarez, Jr. EVP

## BROKER SERVICES AGREEMENT

THIS **BROKER SERVICES AGREEMENT** (this "Agreement"), effective October 1, 2016 (the "Effective Date"), is made by and between **TOWN OF MIAMI LAKES** ("Town"), and the Miami Lakes office of **BROWN & BROWN OF FLORIDA, INC.** ("Broker").

### Background

Town wishes to retain Broker to perform certain specified insurance services as described in this Agreement. Broker wishes to perform such services according to the terms and conditions in this Agreement for the compensation set forth in this Agreement. The parties agree as follows:

1. **Term.** The term of this Agreement shall commence on the Effective Date and continue for a period of three (3) years, unless sooner terminated as herein provided.

2. **Relationship of Parties.** Broker is an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship or partnership relationship. In consideration of the compensation paid to the Broker by the Town, Broker will provide services to the Town as an insurance broker. Town acknowledges that Broker, or its parent company, Brown & Brown, Inc. ("Parent"), and related or affiliated companies (collectively with Parent, "B&B Affiliates"), may provide services as an insurance agent on behalf of certain insurance carriers or risk-bearing entities. Town expressly consents to such relationship, if applicable, in the rendition of services by Broker under this Agreement.

3. **Broker Services.** Broker, subject to the terms of this Agreement, shall provide certain services set forth in the attached Schedule A (the "Services"), but only in relation to the lines of insurance identified in Schedule A ("Lines of Insurance").

**Nothing in this Agreement shall be construed to impose any obligations on Broker or limitations on Broker's compensation, relative to any lines of insurance or coverages other than as specifically delineated above.**

4. **Town Responsibilities.** In consideration of the Services provided by Broker, Town agrees as follows:

(a) Town shall cooperate fully with Broker and the insurance companies with whom Broker solicits in the performance of Broker's obligations under this Agreement.

(b) Town shall timely produce and complete accurate information including, but not limited to, current financial information, statements of values, loss information and any other information, necessary for the effectuation of insurance coverage at the request of Broker. Town further agrees to provide Broker with notice of any material changes in Town's business operations, risk exposures or in any other material information provided under this Agreement. In addition, Town shall carefully read each insurance policy issued to Town in order to confirm the accuracy of the facts reflected therein and that the policy(ies) contain(s) the terms and coverages desired. Town is responsible for recommending any changes to insurance policies issued to Town.

(c) This Agreement shall in no way obligate Town to procure any insurance or to use Broker for any insurance it wishes to procure. If, however, Town nonetheless chooses to procure its insurance through Broker:

(i) Town shall timely pay all premiums and fees.

(ii) Town shall provide Broker with at least ninety (90) days' notice in advance of any policy effective date in the event Town intends to allow competing agents or brokers to solicit or market insurance.

5. **Compensation.** In consideration of the Services, Town shall compensate Broker as set forth in Schedule B (the "Broker Services Fee"). If Town chooses to procure insurance through the Broker, with regard to the Broker Services Fee, Town and Broker acknowledge and agree as follows:

(a) **The Broker Services Fee is not a part of, but rather is in addition to, any premium that may be paid by the Town for the Lines of Insurance.**

(b) It is understood and agreed that Broker, or B&B Affiliates, may receive contingent

payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. Such contingent payments or allowances are not subject to this Agreement, and will not be credited against the balance of the Broker Services Fee owed to Broker pursuant to this Agreement or paid to Town.

(c) Broker may utilize insurance intermediaries (such as a wholesale insurance broker; managing general agent (MGA); managing general underwriter or reinsurance broker) for the placement of Town's insurance. In addition to providing access to the insurance company, the intermediary may provide the following services: (i) risk placement; (ii) coverage review; (iii) claims liaison services with the insurance company; (iv) policy review; and (v) current market intelligence. The compensation received by the insurance intermediary for placements and, if applicable, the services above is typically in the range of 5% to 15% of policy premium. There may be an intermediary utilized in the placement of your insurance, which may or may not be a B&B Affiliate. Any payments or allowances paid to the intermediary are not subject to this Agreement, and will not be credited against the balance of the fee owed to Broker pursuant to this Agreement or paid to Town.

(d) If Town chooses to finance its premiums, Broker may assist Town in the arrangement of such financing. Any payments or allowances paid to Broker for arranging premium financing are not subject to this section, and will not be credited against the balance of the fee owed to Broker pursuant to this Agreement or paid to Town.

(e) Broker may, in the ordinary course of its business, receive and retain interest on premiums paid by the Town from the date received by Broker until the date the premiums are remitted to the insurance company or intermediary. Any interest income retained by Broker on these premiums are not subject to this section, and will not be credited against the balance of the fee owed to Broker pursuant to this Agreement or paid to Town.

(f) Compensation for the Services specified under this Agreement is exclusive of all federal, state and local sales, use, excise, receipts, gross income and other similar taxes and governmental charges and fees. Any such taxes, charges or fees for the Services under this Agreement, now imposed or hereafter imposed during the term of this Agreement, shall be in addition to the compensation, premiums and charges set forth in this Agreement and shall be paid by Town upon request.

(g) Town acknowledges and agrees that the Broker Services Fee is reasonable in relation to the Services to be provided by Broker hereunder.

6. **Confidentiality.** To the extent consistent with performances of Broker's duties under this Agreement, Broker and Town agree to hold in confidence Confidential Information (defined below). Town acknowledges, however, that Broker will disclose Confidential Information as reasonably required in the ordinary course of performing the Services to insurance companies and other insurance intermediaries. "Confidential Information" means all nonpublic information and all documents and other tangible items (whether recorded information, on paper, in computer readable format or otherwise) relating to the disclosing party's business (including without limitation business plans, manner of doing business, business results or prospects), proposals, recommendations, marketing plans, reports, any of which (i) at the time in question is either protectable as a trade secret or is otherwise of a confidential nature (and is known or should reasonably be known by receiving party as being of a confidential nature) and (ii) has been made known to or is otherwise learned by receiving party as a result of the relationship under this Agreement. Confidential Information should be protected with the same reasonable care as each party protects its own Confidential Information.

Confidential Information will not include any information, documents or tangible items which (i) are a matter of general public knowledge or which subsequently becomes publicly available (except to the extent such public availability is the result of a breach of this Agreement), (ii) were previously in possession of receiving party as evidenced by receiving party's existing written records, or (iii) are hereafter received by receiving party on a non-confidential basis from another source who is not, to receiving party's knowledge, bound by confidential or fiduciary obligations to disclosing party or otherwise prohibited from transmitting the same to receiving party. In the event that Broker or Town become legally compelled to disclose any of the Confidential Information, they shall provide the other party with prompt notice so that such party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that the other party waives compliance with the provisions of the Agreement, such party may disclose such information as is necessary or advisable to comply with the legal process.

7. **Termination.**

(a) Either party may terminate this Agreement, without cause and for any reason whatsoever, by giving written notice of termination to the other party at least ninety (90) days prior to the effective date of termination, which shall be specified in such written notice.

(b) Notwithstanding the provisions in sub-paragraph (a) above, Town may terminate this Agreement upon the happening of any one of the following causes: (i) Suspension or termination of Broker's insurance license in the State of Florida if not cured by Broker within sixty (60) days following such suspension or termination; (ii) Broker's participation in any fraud; or (iii) Broker's material failure to properly perform its duties and responsibilities hereunder because of Broker's gross neglect, proven dishonesty, or commission of a felony.

(c) Notwithstanding the provisions in sub-paragraph (a) above, Broker may terminate this Agreement upon the happening of any one of the following causes: (i) Town's failure to pay any Broker Services Fee more than five (5) days after such payment is due; (ii) Town's participation in any fraud; or (iii) Town's material failure to properly perform its duties and responsibilities hereunder because of Town's gross neglect, proven dishonesty, or commission of a felony.

Termination for any cause enumerated in sub-paragraphs (b) or (c) shall become effective upon the delivery of written notice of termination to the breaching party or at such later time as may be specified in the written notice.

(d) Termination of this Agreement shall not release Town from any accrued obligation to pay any sum to Broker (whether then or thereafter payable) or operate to discharge any liability incurred prior to the termination date.

8. **Notices.** Any notices required or permitted to be given under this Agreement shall be sufficient if in writing by Certified Mail to:

If to Town:

Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014  
Attn: Ismael Diaz  
Email: [DiazI@miamilakes-fl.gov](mailto:DiazI@miamilakes-fl.gov)

If to Broker:

Town of Miami Lakes  
Brown & Brown of Florida, Inc.  
Broker Services Agreement effective October 1, 2016

Brown & Brown of Florida, Inc.  
14900 N.W. 79<sup>th</sup> Court, # 200  
Miami Lakes, Florida 33016  
Attn: Fausto Alvarez  
Email: [favarez@bbmia.com](mailto:favarez@bbmia.com)

With a copy to:

Brown & Brown, Inc.  
220 Ridgewood Ave  
Daytona Beach, FL 32114  
Attn: Robert Lloyd, General Counsel  
Email: [rlloyd@bbins.com](mailto:rlloyd@bbins.com)

or such other address as either shall give to the other in writing for this purpose.

9. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision.

10. **Florida Law Applies; Venue.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida, without regard to its conflict of laws principles. Exclusive venue is agreed to be in a state or federal court of competent jurisdiction in or for Miami-Dade County, Florida.

11. **Limitation of Liability; Waiver of Jury Trial.** THE PARTIES WAIVE ANY RIGHT TO A TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF THIS AGREEMENT. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

12. **Assignment.** Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed. This Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and permitted assigns.

13. **Entire Agreement.** This Agreement (including the schedules, documents and instruments referred to herein or attached hereto) constitutes the entire agreement and supersedes all prior

agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. The Agreement shall not be modified except by a written agreement dated subsequent to

the date of this Agreement and signed on behalf of Town and Broker by their respective duly authorized representatives.

**[Remainder of page intentionally left blank – Signature page follows.]**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.


**TOWN:**

**Town of Miami Lakes**  
a Florida municipality

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BROKER:**

**Brown & Brown of Florida, Inc.**  
a Florida corporation

By:   
Name: FAUSTO ALVAREZ, JR.  
Title: EVP



## SCHEDULE A

### **BROKER SERVICES**

Subject to the terms of this Broker Services Agreement, Broker shall provide the Services listed below, but only in relation to the following Lines of Insurance: (a) Property; (b) General Liability; (c) Public Officials/EPL; (d) Automobile; (e) Crime/B&M; (f) Workers' Compensation.

Services are as follows:

- a. Evaluate Town's business practices with regard to risk and possible transfer of risk to third parties and conduct regular, scheduled meetings with Town to review Town's risk management program.
- b. Review and analyze Town's existing insurance coverage and identify potential lines of coverage or coverage enhancements to improve Town's insurance program.
- c. Analyze current insurance market conditions and advise Town of significant implications for Town's insurance program.
- d. Facilitate, market, and procure quotations from carriers; review and analyze quotations and provide proposals for review by Town.
- e. Secure and bind all coverage accepted by Town.
- f. Coordinate loss prevention services provided by any insurance company with those services provided by Broker.
- g. Analyze past and current claim and loss history information and advise Town of significant implications for Town's insurance program.

**SCHEDULE B**  
**COMPENSATION**

**Broker Services Fee:**

In consideration of the Services, Town shall compensate Broker annually in the amount of **TWENTY THOUSAND DOLLARS AND 00/100 (\$20,000.00)** (the "Broker Services Fee"). The Broker Services Fee shall be fully earned and payable upon Town's execution and delivery of this Agreement and each year thereafter on October 1, 2017 and October 1, 2018. The Broker Services Fee is not a part of, but rather is in addition to, any premium that may be paid by the Town for the Lines of Insurance.

**Insurer Commissions:**

Broker agrees that it will not receive any commission for the placement of Town's insurance business pursuant to this Agreement. If Broker receives any such commission payments from an insurer in error or otherwise, Broker agrees to refund the Broker Service Fees in the amount of such commission payment, credit the commission against the Broker Services Fee or take such other action, if any, as shall in all cases comply with applicable law.

**Contract Amendment**  
**Installation and Use of a**  
**Permit and Code Enforcement Software System**  
**2011-06**

This Amendment, entered into this \_\_\_\_ day of March 2016, by and between the Town of Miami Lakes, hereinafter referred to as the "Town", and SunGard Public Sector LLC, hereinafter referred to as "SunGard", with its principal place of address as 1000 Business Center Drive, Lake Mary, Florida 32746.

**Whereas** the Town and CRW Systems, Inc. ("CRW"), hereinafter referred to collectively as the "Parties", entered into a contract dated September 12, 2011 for the installation and use of a permit and code enforcement software system Contract 2011-06; and

**Whereas** CRW merged with SunGard on June 5, 2015; and

**Whereas** SunGard has agreed to continue to provide services in accordance with Contract 2011-06; and

**Whereas** the Town agrees to the assignment of said contract.

**Now Therefore** both parties agree as follows:

1. By signing below SunGard as the surviving Florida entity releases the Town from any further contractual responsibility or liability to CRW.
2. By signing below SunGard assumes all liabilities and responsibilities of CRW under said Contract.
3. SunGard shall provide the Town the required services as stipulated in the Contract.
4. Section F1 Indemnification, F1.1.1: This paragraph is deleted in its entirety and replaced with the following: SunGard will defend, indemnify and hold Town harmless from and against any loss, cost and expense that Town incurs in connection with a claim asserted against Town by a third party for: (i) bodily injury or death; or (ii) damage to any tangible or real property, and in either instance, to the extent proximately caused by the negligent acts or omissions of SunGard. SunGard's obligations under this indemnification are expressly conditioned on the following: (i) Town must promptly notify SunGard of any such claim; (ii) Town must in writing grant SunGard sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if Town chooses to represent its own interests in any such action, Town may do so at its own expense, but such representation must not prejudice SunGard's right to control the defense of the claim and negotiate its settlement or compromise); and (iii) Town must cooperate with SunGard to facilitate the settlement or defense of the claim.
5. Section F2 Insurance, F.2.5: Notwithstanding, the AM Best rating shall be A-VIII.
6. Section F2 Insurance, F.2.6: Notwithstanding, SunGard shall only waive subrogation when the event is caused by SunGard.
7. Section F3 Proof of Insurance: Notwithstanding, certificates shall be provided after each insurance policy renewal, not with each invoice.
8. Section F3 Proof of Insurance: Notwithstanding, SunGard will not provide separate endorsements but will include City as additional insured for General Liability in blanket endorsement format with the additional insured status identified in the description box of the certificate of insurance.
9. The notices provision under Article 23 of the contract is revised to reflect the points of contact as follows:

Town

Alex Rey  
Town Manager  
6601 Main Street  
Miami Lakes, FL 33014  
[reya@miamilakes-fl.gov](mailto:reya@miamilakes-fl.gov)  
(305) 364-6601

SunGard Public Sector LLC

Paul Valis  
Legal Counsel  
1000 Business Center Drive  
Lake Mary, FL 32746  
[paul.valis@sungardps.com](mailto:paul.valis@sungardps.com)  
(407) 304-3003

Contract #2011-06

Procurement Manager  
[semeraroc@miamilakes-fl.gov](mailto:semeraroc@miamilakes-fl.gov)  
(Same address and telephone number as above)

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

Town of Miami Lakes:

  
\_\_\_\_\_  
Alex Rey, Town Manager

Attest:

  
\_\_\_\_\_  
Gina Inguanzo, Town Clerk

SunGard Public Sector LLC:

Authorized Signatory

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title



## **Town of Miami Lakes Memorandum**

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**To:** Honorable Mayor and Town Councilmembers

**From:** Alex Rey, Town Manager

**Subject:** RFP 2016-34 LED Street Light Conversion Program

**Date:** September 6, 2016

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### **Recommendation:**

The Town Manager recommends that the Town negotiate an agreement with the first ranked proposer, Tanko Streetlighting, Inc. ("Tanko") in accordance with the RFP ("Request for Proposals") 2016-34 LED Street Light Conversion Program for the purpose of the street lights fixture purchase and installation (\$365,000), and defer the option to purchase the monitoring system (\$144,000) until grant funding sources are secured.

Should negotiations with Tanko be unsuccessful, the process will be terminated and negotiations will ensue with the next highest ranked firm in the order of the shortlist as follows: FPL Energy Services, Inc., and then Horsepower Electric, Inc. The Town Manager is authorized to execute the contract for the purchase of the equipment and installation as long as the contract provides equal or better terms to the Town than the shortlisted RFP responses.

The Town Manager shall also assess project financing arrangements to determine the most advantageous option. If the Town Managers opts to secure financing with the selected providers or through a third party, an ordinance will be presented for the Town Council's approval at the appropriate time.

### **Background:**

The LED retrofit project supports two goals in the Town's 2025 Strategic Plan: Achieve universal environmental sustainability in public and private environments, operations and infrastructure; and, Achieve national recognition as a 'Model Town' for creativity, education, innovation and use of technology.

On May 27, 2016 the Town of Miami Lakes (“Town”) issued an RFP for an LED Street Light Conversion Program to procure LED lights and qualified contractor(s) to implement the

conversion of approximately 915 Town-owned High Pressure Sodium (HPS) cobra head street lights to Light Emitting Diode (LED) lights to include a centrally controlled monitoring system. The Town was also interested in program financing options wherein the reduction in energy and maintenance costs would offset the cost of the financing for the purchase and installation of the LED lights and the monitoring system.

Minimum Qualification Requirements were as follows per the RFP:

- Proposals will only be considered from firms that have been continuously engaged in similar work and firm must have completed a minimum of three (3) projects within the last seven (7) years of a similar size, scope and complexity as the project specified herein verifiable through client references.

- Proposer must possess or obtain the services of a firm with a current valid State of Florida Electrical Contractor license and provide such documentation in proposal package.

- Proposer must include in proposal price a minimum five (5) year warranty on LED luminaires from the date of Town’s final project acceptance. Proposal package must include a certification or affidavit confirming the availability a full-coverage five (5) year warranty on each LED luminaire model proposed.

- Proposer must provide a letter from a Surety Company confirming their ability to obtain a Performance & Payment Bond in the amount of the Total Price Proposal.

A requirement regarding the light being approved by FPL was removed via the addendum process, once the Town received further clarification from FPL that the reduction in energy cost is granted on any manufacturer’s light based on the wattage listed on the specifications and does not require FPL approval.

In addition, during the solicitation process, there was recent research published regarding the recommended color temperature for streetlights. Most proposers had several color temperatures available for their luminaires and would be able to accommodate the Town’s desire of using a color temperature of 3000K. The evaluation committee agreed that while this was an important criterion, it was not going to be considered as part of the evaluation (as it was not required in the solicitation) but that once the proposers were ranked, this would be discussed as part of the negotiation process.

Procurement notified more than 1,750 potential respondents of the RFP via DemandStar and emailed solicitation opportunity notices. A non-mandatory pre-proposal conference was held on June 7, 2016. Seven (7) responses were received by the July 13, 2016 deadline. Two (2) responses were deemed non-responsive and were not submitted to the Evaluation Committee for review. Procurement verified the business registration status of the companies and received financial stability remarks from the Town’s Finance Director, Ismael Diaz, MBA for the five (5) responsive firms.

An Evaluation Committee (“Committee”) comprised of the following individuals met on August 3, 2016 to evaluate the submittals and establish the ranking of the firms:

1. Carmen Olazabal, PE, LEED AP, 4City Consulting, Project Manager
2. Andrea Agha, MBA, Assistant Town Manager (Committee Chair)
3. Elia Nuñez, PE, Public Works Director
4. Alejandro Gari, Electrical Engineer, ADA Engineering



The RFP responses were evaluated based on the criteria set forth in the solicitation:

1. Qualifications, Experience and Project History – 20 Points
  2. Program Approach and Work Plan – 15 Points
  3. Resources, Availability and Warranty – 20 Points
  4. Client References – 5 Points
  5. Price – 40 Points
- = 100 Possible Points

The Committee ranked the responses as follows:

<b>Firm</b>	<b>Total Points</b>	<b>Ranking</b>
Tanko Street Lighting, Inc. "Tanko"	376 Points	1
FPL Energy Services, Inc. "FPL Energy"	310 Points	2
Horsepower Electric, Inc. "Horsepower"	291 Points	3
Itelecom USA, Inc. "Itelecom"	226 Points	4
AGC Electric, Inc. "AGC"	194 Points	5

The Committee discussed the pros and cons of the above proposals as described below. The Committee also the factory-provided samples of lighting housing and fixtures.

AGC: This firm's project listing exhibited similar install projects; however they did not utilize the appropriate Project Data Form in their response which is organized to highlight successes and issues on a project to provide a snapshot of overall project success. The Committee agreed it was difficult to evaluate project history without knowing whether the projects were on time or within budget. In addition, the Committee members stated that the response format was not adhered to, making it hard to follow due to the lack of information provided. Proposed fixtures included LeoTek and Acuity. The firm's financials appeared to be low to medium strength, A project financing option was not provided to cover their Proposal Price of \$958,575.

FPL Energy: provided a strong package and easy to follow. They demonstrated considerable project experience and familiarity with the Florida energy and lighting landscape. The three projects highlighted in the proposal were extensive top-to-bottom energy conservation renovations. The project leads were management/business managers as opposed to electrical specialists. They cited a large renovation installation job that is not yet completed – the Miami International Airport project for Terminal Phase 3. The Committee appreciated FPL Energy's attention to the Town's project in identifying potential risks and issues with implementation to include their Six Sigma and quality control techniques. Proposed fixtures included Acuity and Philips. There were no issues of concern regarding the firm's financials. Project financing for their proposal of \$716,428 was proposed via lender TCEF at 3.0% APR over a 154-month term with payments ranging between \$41,189 to \$77,604 per year.

Horsepower: A state-certified general contractor and electrical contractor. Their referenced projects were smaller lighting installations for local municipalities, with the exception of a Weston project converting 1,095 lights. The Committee stated that the response lacked specifics and did not address potential issues or necessary progression details. Proposed fixtures included Schreder and Smartlume. The firm's financials appeared to be medium strength. Project financing for their proposal of \$752,050 was proposed via lender Graybar

Financial Services at 3.5% APR over a 60-month term or approximately \$165,000 per year.

Itelecom: Large turnkey installation lighting jobs performed for local governments in South America. None of their three cited projects were performed in North America. The Committee was unsure if there would be a learning curve with regard to jurisdictional procedure, regulatory standards or other technicalities. Given that the electrical groundwork in the Town's project is pre-existing, Mr. Gari commented that it likely would not be a problem. The Committee noted that it was unclear who the proposed project manager was due to the inconsistencies between the organizational chart and the resumes provided. For instance, there was no resume provided for the project manager for the three cited projects and it was unclear if he would manage the Town's project or if it would be someone else. Specifics regarding approach details for the Town's project were lacking. Proposed fixtures included HPWinner. In-house project financing for their proposal of \$999,111 was proposed at 5.75% APR over a 60-month term or \$173,352 per year after a \$300,000 down payment required.

Tanko: A national lighting firm that highlighted similar turnkey lighting installation projects in California and Massachusetts.

The attention to detail in the project approach portion, which included specifics about coordination assistance with the lighting tariffs and other major milestone pieces of the project demonstrated their experience in performing similar jobs. Committee members agreed that Tanko's proposal package was the overall strongest and most thorough of the five proposals. Proposed fixtures included G.E. and Cree, which are FPL pre-approved fixtures. The firm's financials demonstrate that they are financially stable. Project financing for their proposal of \$508,577 was proposed as a tax-exempt capital lease via lender TCF Equipment Finance at 2.65% APR over an eight-year term (16 payments in the amount of \$35,590) or approximately \$71,180 per year.

It is expected that the LED conversion program will reduce energy cost by approximately 65% or \$26,000, maintenance cost by at least 45% or approximately \$45,000 per year on the Town owned streetlights, and staff monitoring cost of \$2,000 per year for a total savings of \$73,000 per year. Based on the estimated reduction in energy and maintenance cost, the payback period for the LED retrofit conversion based on the top ranked firm's Proposal will be approximately 5.5 years excluding the monitoring system, and 7 years including the monitoring system.

It is recommended that the Town negotiate an agreement with the first ranked proposer, Tanko. Should negotiations with Tanko be unsuccessful, the process will be terminated and negotiations will ensue with the next highest ranked firm in the following order: FPL Energy Services, Inc. and then Horsepower Electric, Inc. The Town Manager is authorized to execute the contract for the purchase of the equipment and installation as long as the contract provides equal or better terms to the Town than the shortlisted RFP responses.

Staff shall assess project financing arrangements to determine the most advantageous option. If the Town Manager opts to secure financing with the selected providers or through a third party, an ordinance will be presented for the Town Council's approval at the appropriate time.

## **Attachments:**

### **Resolution**

**RFP 2016-34 Tabulation**

**RFP 2016-34 Eval Comm Ranking Summary**

**RFP 2016-34 Procurement Review**

**RFP 2016-34 Agreement**

**Lights Map**

**RFP 2016-34 Tanko SR Responses**

**Notice Regarding File Sizes**

**RESOLUTION NO. 16-\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, TO AUTHORIZE THE TOWN MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT WITH TANKO STREETLIGHTING, INC. IN ACCORDANCE WITH RFP 2016-34 LED STREET LIGHT CONVERSION PROGRAM; PROVIDING THAT IN THE EVENT NEGOTIATIONS WITH TANKO ARE UNSUCCESSFUL THE TOWN MANAGER IS AUTHORIZED TO TERMINATE THE PROCESS AND CONDUCT NEGOTIATIONS WITH THE NEXT SHORTLISTED FIRM IN THE FOLLOWING ORDER: FPL ENERGY SERVICES, INC. AND THEN HORSEPOWER ELECTRIC, INC. AND TO EXECUTE A CONTRACT ONLY IF THE CONTRACT PROVIDES EQUAL OR BETTER TERMS THAN SAID SHORTLISTED FIRM'S RFP RESPONSE; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE FAVORABLE FINANCING TERMS SUBJECT TO TOWN COUNCIL APPROVAL OR EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Miami Lakes (the "Town") issued Request for Proposals ("RFP") No. 2016-34 on May 27, 2016 to secure a qualified and experienced firm for implementation of the LED Street Light Conversion Program; and

**WHEREAS**, the work includes all labor, supervision, materials, parts, machinery, tools means of transportation, supplies, equipment and services necessary to convert approximately 915 Town-owned street lights to Light Emitting Diode (LED) lights to include a centrally controlled monitoring system; and

**WHEREAS**, five (5) responsive proposals were submitted by the published RFP deadline; and

**WHEREAS**, an Evaluation Committee comprised of Town staff and professional engineers reviewed the submittals in accordance with the criteria stated in the solicitation and recommended a shortlist for order of negotiations to the Town Manager in the following order: (1) Tanko Streetlighting, Inc. (“Tanko”), FPL Energy Services, Inc. and Horsepower Electric, Inc.; and

**WHEREAS**, the Town Manager approved the Committee’s shortlist and recommends negotiations with the number one ranked firm, Tanko, pursuant to RFP 2016-34 for purchase of the light fixtures and installation; and

**WHEREAS**, the Town Manager determines it to be in the Town’s best interest to defer purchase of the monitoring system portion of the program until grant funding or financing is secured; and

**WHEREAS**, should negotiations with Tanko be unsuccessful, the process will be terminated and negotiations will ensue with the next highest ranked firm in the shortlisted order as follows: FPL Energy Services, Inc., and then Horsepower Electric, Inc.; and

**WHEREAS**, the Town Manager is authorized to execute the contract for the purchase of the equipment and installation as long as the contract provides equal or better terms to the Town than the shortlisted RFP responses; and

**WHEREAS**, the Town Manager shall assess program financing arrangements to determine the most advantageous option to the Town; and

**WHEREAS**, if the Town Manager determines to secure financing with the selected providers or through a third party, to be in the Town’s best interest an ordinance will be presented for the Town Council’s approval; and

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

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

**Section 2. Approval of the Contract.** The Town Council hereby approves the award of RFP 2016-34, to Tanko Streetlighting, Inc. in an amount not to exceed the proposal price for the purchase, installation and monitoring system. Should negotiations with Tanko be unsuccessful, the process will be terminated and negotiations will ensue with the next highest ranked firm in the shortlisted order as follows: FPL Energy Services, Inc., and then Horsepower Electric, Inc.

**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 successfully negotiated Contract No. 2016-34 LED Street Light Conversion Program.

**Section 4. Authorization of Fund Expenditure.** The Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the Contract. However, in the event that the Town Manager determines secured financing to be in the best interest of the Town, he is authorized to negotiate and submit the financing agreement for consideration by the Town Council.

**Section 5. Execution of the Contract.** The Town Manager is authorized to execute the successfully negotiated Contract No. 2016-34 on behalf of the Town in an amount equal to or better than the proposed prices, in substantially the form attached hereto.

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



**PASSED AND ADOPTED** this 6th day of September, 2016.

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

FINAL VOTE AT ADOPTION

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

\_\_\_\_\_  
Michael A. Pizzi, Jr.  
MAYOR

Attest:

Approve as to Form and Legal Sufficiency

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

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

# REQUEST FOR PROPOSALS

## LED Street Light Conversion Program

**RFP No. 2016-34**



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>	Friday, May 27, 2016
<b>Non-Mandatory Pre-Proposal Conference</b>	10:00 AM EST Tuesday, June 7, 2016
<b>Proposals Due</b>	2:00 PM EST Thursday, June 23, 2016



May 27, 2016

## LEGAL NOTICE / REQUEST FOR PROPOSALS

**RFP No.:** 2016-34  
**RFP Name:** LED Street Light Conversion Program  
**Non-Mandatory Pre-Proposal Conference:** 10:00 AM EST, Tuesday, June 7, 2016  
**Proposals Due:** 2:00 PM EST, Thursday, June 23, 2016

The Town of Miami Lakes, Florida, ("Town") is soliciting Proposals and intends to select a qualified, licensed and experienced contractor to complete an LED Street Light Conversion Program in accordance with all applicable standards/codes and the terms, conditions and specifications contained in the Request for Proposals ("RFP").

The work consists of furnishing all labor, supervision, materials, parts, machinery, tools, means of transportation, supplies, equipment, facilities, disposal, photometric analysis, digital reports and services necessary to produce a complete and operable product by implementing the conversion of approximately 915 Town-owned High Pressure Sodium (HPS) cobra head street lights to Light Emitting Diode (LED) lights to include monitoring system. The Town is also interested in program financing options wherein the energy savings generated will fund repayment. Award to successful Proposer will be at the sole discretion of the Town. Criteria used for the selection of a contractor may include the best combination of price, qualifications, experience, availability and verifiable client references.

All Proposers or their representatives are strongly urged to attend a non-mandatory pre-proposal conference at **10:00 AM EST on Tuesday, June 7, 2016** at the Town of Miami Lakes Government Center, 6601 Main Street, Miami Lakes, FL 33014.

Sealed Proposal packages must be submitted in the form of one (1) original and four (4) copies and one (1) duplicate PDF of the entire original proposal on CD-ROM or flash drive and must be received by the time and date stated above by the Office of the Town Clerk, Town of Miami Lakes Government Center at 6601 Main Street, Miami Lakes, FL 33014 at which time and place proposals will be publicly opened and read. **Any Proposals received after the specified time and date will not be considered.** The responsibility for submitting a Proposal before the stated time and date is solely and strictly the responsibility of the Proposer.

The complete PDF solicitation document is 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). The Town is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than the Town of Miami Lakes Procurement Division.

All inquiries regarding this RFP must be directed to the Procurement Division at [procurement@miamilakes-fl.gov](mailto:procurement@miamilakes-fl.gov). 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 RFP's, RFQ's or Bids, until such time as the Town Manager makes a written recommendation to the Town Council concerning the solicitation. Failure to comply with the Cone of Silence may result in the rejection of a Response. For additional information concerning the Cone of Silence please refer to Section 2-11.1 of Miami Dade County Code.

**RFP 2016-34****LED Street Light Conversion Program****Table of Contents**

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	<b>Exhibits:</b> <b>“A” – Price Spreadsheet</b> <b>“B” – Map of Street Light Locations</b> <b>“C” – FPL-Approved Street Lights</b> <b>“D” – Sample Contract</b>	<b>Separate Excel/PDF documents</b>

**Town of Miami Lakes – Overview**

The Town of Miami Lakes was incorporated on December 5, 2000, and is one of 36 municipalities in Miami-Dade County, Florida. Conveniently located just 16 miles north of Downtown Miami and only 10 miles from Miami International Airport, our town is home to approximately 30,000 residents and 1,500 businesses. The Town encompasses about 6.8 square miles, bound by NW 170<sup>th</sup> Street and the Palmetto Expressway (SR 826) to the north, NW 138<sup>th</sup> Street to the south, NW 57<sup>th</sup> Avenue (Red Road) to the east, and Interstate 75 to the west.

The Town is approximately 94%+/- built out, with only a small portion of the land remaining vacant and undeveloped. As a result, the Town’s current and long-term planning efforts have shifted from a primarily growth-management related role to a larger focus on economic development and redevelopment. This trend is anticipated to continue over the next ten years.

As part of our mission, the Town strives to be a friendly, peaceful, safe and beautiful place where residents and business leaders take pride in where they work and play. The Town Council and staff are consistently working to maintain those standards and enhance the quality of life for residents. We look forward to continuing to provide quality services to the community that we serve to ensure Miami Lakes continues “growing beautifully”. Thank you for your interest in doing business with the Town.

## SECTION I PROPOSAL TERMS AND CONDITIONS

### 1. Definitions

The Town will use the following definitions the terms and conditions, technical specifications, instructions to bidders, addenda and any other document used in the solicitation process. The terms may be used interchangeably by the Town: ITB or RFP; Bid or Proposal; Bidder, Proposer, Offeror or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

**Invitation to Bid (ITB):** When the Town is requesting bids from qualified Bidders.

**Request for Proposals (RFP):** When the Town is requesting proposals from qualified Proposers.

**Bid:** A price and terms quote received in response to an ITB.

**Proposal:** A proposal received in response to an RFP.

**Bidder:** Person or firm submitting a bid.

**Proposer:** Person or firm submitting a proposal.

**Responsive Bidder:** A person whose bid conforms in all material respects to the terms and conditions included in the bid document.

**Responsible Bidder:** A person who has the capability in all respects to perform in full the contract requirements, as stated in the bid document, and the integrity and reliability that will assure good faith performance.

**First Ranked Proposer:** That Proposer, responding to a Town RFP, whose proposal is deemed by the Town, the most advantageous to the Town after applying the evaluation criteria contained in the RFP.

**Seller:** Successful Bidder or Proposer who is awarded a purchase order or contract to provide goods or services to the Town.

**Contractor:** Successful Bidder or Proposer who is awarded a purchase order, award contract, blanket purchase order agreement, or term contract to provide goods or services to the Town.

**Contract:** A deliberate verbal or written agreement between two (2) or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

**Consultant:** Successful Bidder or Proposer who is awarded a contract to provide professional services to the Town.

**Change Order:** A written signed and approved document by the Town Manager or designee ordering a change in the contract price or contract time or a material change in work.

### 2. Preparation of Bids

- a) The Bid forms define requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other forms will result in the rejection of the Bidder's offer. The Bid submittal forms must be legible. Bidders shall use typewriter, computer, or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- b) An authorized agent of the Bidder's firm must sign the Bid submittal form. **Failure to sign the Signature Page of the Bid will render the Bid non-responsive.**
- c) The Bidder may be considered non-responsive if Bids are conditioned upon modifications, changes, or revisions to the terms and conditions of this Solicitation.
- d) The Bidder may submit alternate Bid(s) for the same Solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted as a separate Bid submittal marked "Alternate Bid".
- e) When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- f) Late Bids will not be accepted and will be returned to the sender unopened. It is the Bidder's responsibility to ensure timely delivery by the due date and time, and at the place stated in this Solicitation. No exceptions will be made due to weather, carrier, traffic, illness, or other issues.

### 3. Examination of Bid Documents

Before submitting a bid, each Bidder must (a) examine the bid documents thoroughly; (b) be knowledgeable of federal, state, county, and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or provision of the commodities and/or services; (c) study and carefully correlate Bidder's observations with the bid documents, and (d) notify the Procurement Division of all conflicts, errors, and discrepancies in the bid documents. Failure to familiarize himself/herself with applicable laws will in no way relieve him/her from responsibility.

The submission of a bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of the bid document, that without exception, the bid is premised upon performing the services and/or furnishing the commodities and materials and such means, methods, techniques, sequences or procedures as may be

indicated in or required by the bid documents, and that the bid documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

**4. Modification and Withdrawal of Bids**

Bids will be valid and irrevocable for at least 120 days. Bidder may change or withdraw a bid at any time prior to the submittal deadline. All changes or withdrawals must be made in writing to the Town Clerk. Oral/Verbal modifications will not be allowed and will be disregarded. After expiration of the period for receiving bids, no bids may be withdrawn or modified. Bidders must not assign or otherwise transfer their bid response.

**5. Acceptance or Rejection of Bids**

No bid will be accepted from, nor will any contract be awarded to any person or firm who is in arrears to the Town, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to the Town, or who is deemed nonresponsible or unreliable to the Town, or who has been debarred by a federal, State of Florida, or Florida public entity.

The Town reserves the right to disqualify any bid before or after the submission date, upon evidence of collusion with intent to defraud, or other illegal practices on the part of the Bidder. The Town reserves the right to waive any immaterial defect or informality in any bid; to reject any or all bids in whole or in part, or to withdraw or re-advertise the solicitation.

**6. Bidder's Expenditures**

Bidder understands and agrees that any expenditure they make in preparation and submittal of bid or in performance of any services requested by the Town in connection with the bid are exclusively at the expense of the bidder. The Town will not pay or reimburse any expenditure or any other expense incurred by any bidder in preparation of a bid, or anticipation of an award of a contract, or to maintain the approved status of the Successful Bidder(s) if a Contract is awarded, or administrative or judicial proceedings resulting from the solicitation process.

**7. Addendum**

If the bidder should be in doubt as to the meaning of any of the bid documents, or is of the opinion that the plans and/or specifications contain errors, contradictions or reflect omissions, bidder shall submit a written request to the Procurement Division at [procurement@miamilakes-fl.gov](mailto:procurement@miamilakes-fl.gov). Interpretations or clarifications deemed necessary by the Procurement Division in response to such questions will be issued on official addendum. 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 deadline, 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.

The issuance of written addendum is the only official method whereby interpretation, clarification, changes or additional information can be given. It is the bidder's sole responsibility to check the Town's Procurement website prior to the bid submittal deadline to ensure that the bidder has a complete, up-to-date package.

**8. Cone of Silence**

"Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("RFQ") or bid. Pursuant to Section 2-11.1(t) of the County Code, all Bid solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Manager and shall contain the requester's name, address, and telephone number. During Cone of Silence the following is prohibited: Any communication regarding this bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the Town's professional staff including, but not limited to Town Council, the Town Manager and his or her staff. All communication regarding this bid should be sent in writing only to the Procurement Division at [procurement@miamilakes-fl.gov](mailto:procurement@miamilakes-fl.gov).

**9. Certification of Accuracy**

Bidder, by signing and submitting its bid response, certifies and attest that all Forms, Affidavits and documents related thereto included in its bid, in support of its bid are true and accurate. Any Bidder who submits in its bid response any information that is determined by the Town, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect, will be disqualified from consideration for award of the Contract.

**10. Clarifications**

The Town reserves the right to make site visits, visit the bidder's place(s) of business, to request clarifications of information submitted and to request or obtain any necessary supporting documentation or information of one or more bidders, after the deadline for bid submittal.

**11. Subcontractor(s)**

Subcontractor(s) are an individual or company who has a contract with the Bidder to assist in the performance of the work required under this Bid. Subcontractor(s) will be paid through Bidder and not paid directly by the Town. Bidder must clearly reflect in its Bid the major Subcontractor(s) to be utilized in the performance of the work. Any and all liabilities regarding the use of a Subcontractor(s) will be borne solely by the Successful Bidder(s) and insurance for each Subcontractor(s) must be maintained in good standing and approved by the Town throughout the duration of the Contract. Neither the Successful Bidder(s) nor any of its Subcontractor(s) are considered to be employees or agents of the Town.

## **12. Awards**

The Town reserves the right, in its sole discretion, as the best interest of the Town may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors, contractors, consultants or specialists; or to reject any and all Proposals or waive any minor irregularity or technicality in the Proposals received. The Town does not represent that any award will be made.

If applicable, the bidder to whom award is recommended shall execute a written contract prior to award by the Town Council. If the bidder to whom the first award is made fails to enter into a contract as herein provided, the contract may be let to the next lowest bidder or next ranked proposer as applicable who is responsible and responsive in the opinion of the Town.

## **13. Local Preference**

This RFP is subject to the Local Business Preference as specified in Ordinance 12-142 of the Town Code. Information on the Local Business Preference can be found at [http://www.miamilakes-fl.gov/index.php?option=com\\_content&view=article&id=102&Itemid=305](http://www.miamilakes-fl.gov/index.php?option=com_content&view=article&id=102&Itemid=305).

## **14. Business Tax Receipt Requirement**

Bidder must meet the Town's Business Tax Receipt requirements in accordance with the Town Code, as amended. Bidders with a business location outside the Town must meet the applicable local or County Business Tax Receipt or Occupational License requirements.

## **15. Protest Process**

Any Bidder wishing to file a protest as to the requirements or award of this RFP must do so in accordance with Ordinance 12-142 (Procurement Ordinance), 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).

## **16. 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.

## **17. Compliance with Federal Standards**

All items to be purchased under resultant contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

## **18. Compliance with Federal Regulations Due to Use of Federal Funding**

If the goods or services to be acquired under this Solicitation are to be purchased, in part or in whole, with Federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5, and Section 60-741.4 of Title 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into this Solicitation and resultant contract by reference.

## **19. Contingent Fees**

Bidder represents and warrants to the Town that it has not employed or retained any person or company, to solicit or secure the award of a contract, and that it has not offered to pay, paid, or agreed to pay any person, company, corporation, or firm any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award or making of a contract.

## **20. Nondiscrimination**

Bidder agrees that it will not discriminate as to race, sex, color, age, religion, national origin, marital status, or disability in connection with its performance under this solicitation. Furthermore, Bidder agrees that no otherwise qualified individual will solely by reason of his/her race, sex, color, age, religion, national origin, marital status or disability be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity.



**21. Assignment; Non-Transferability of Response**

A Response must not be assigned, transferred, purchased, or conveyed. A Bidder who is purchased by or merged with any other corporate entity during any stage of the Proposal process, from date of submission of the Response through, to and including awarding of and execution of a contract, will have its Response deemed non-responsive and will not be considered or further considered for award.

**22. 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.

**23. Conflict of Interest**

Bidder must complete Affidavit COI certifying that its Bid Submittal is made independently of any assistance of 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 of 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.

**24. Collusion**

Bidder certifies that its bid is made without previous understanding, agreement or connection either with any person, firm, or corporation submitting a bid for the same services, or with any Town department. Bidder certifies that its bid is fair, without control, collusion, fraud, or other illegal action. Bidder further certifies that it is in compliance with the conflict of interest and code of ethics laws. The Town will investigate all situations where collusion may have occurred and the Town reserves the right to reject any and all bids where collusion may have occurred. Bidder must include in its bid the Non-Collusive Affidavit. Failure by the bidder to submit this affidavit will result in the bid being deemed non-responsive.

**25. Drug Free Workplace**

Bidder that meets the requirements of Florida Statute 287.087 will receive preference should a tie occur in the ranking of the Responses by the Evaluation Committee. Should a tie in the ranking of Responses occur the tied Bidders will be requested to submit an affidavit, if applicable, attesting to meeting the requirements.

**26. Contract Terms and Conditions**

The Bidder(s) selected to provide the services requested herein (the "Successful Bidder(s)") will be required to execute a contract with the Town. The terms, conditions, and provisions in the solicitation document are included and incorporated in the final contract.

**END OF SECTION**

## **SECTION II DETAILED REQUIREMENTS – SCOPE OF SERVICES**

### **1. Purpose**

The Town of Miami Lakes, Florida, ("Town") is soliciting Proposals and intends to select a qualified, licensed and experienced contractor to complete an LED Street Light Conversion Program in accordance with all applicable standards/codes and the terms, conditions and specifications contained in the Request for Proposals ("RFP").

The work consists of furnishing all labor, supervision, materials, parts, machinery, tools, means of transportation, supplies, equipment, facilities, disposal, photometric analysis, digital reports and services necessary to produce a complete and operable product by implementing the conversion of approximately 915 Town-owned High Pressure Sodium (HPS) cobra head street lights to Light Emitting Diode (LED) lights to include monitoring system (Reference Exhibits "A" and "B" for light listing and map). The Town is also interested in program financing options wherein the energy savings generated will fund repayment. Award to successful Proposer will be at the sole discretion of the Town. Criteria used for the selection of a contractor may include the best combination of price, qualifications, experience, availability and verifiable client references.

### **2. Contractor Deliverables**

Contractor will complete an orderly conversion of the identified high pressure sodium (HPS) street lights to LED luminaires with color temperature of 4000k or similar and monitoring system which will allow the luminaire to be monitored and controlled remotely. The program will be completed on a block by block basis in a geographically successive order. Contractor will remove existing HPS luminaire and photocell, repair pole and arm as necessary, install new LED luminaire, and repeat the process until all of the identified HPS luminaires are replaced. Contractor is responsible for disposal of HPS luminaires and any other discarded materials.

In addition, Contractor will perform:

- Electrical inspection prior to installation of new luminaire to confirm that the current electrical connection is adequate.
- Photometric analysis of the installed replacement lights to show minimum equivalent or improved lighting levels providing safe and adequate light per specifications for LED Luminaires and meeting applicable State and County Codes.
- Provide record as-built's of installed LED luminaires, provide GIS data to include all luminaire specifications, and any applicable warranties, service, maintenance and operations manuals, and similar information.

### **3. Contractor Responsibilities**

- 3.1 All work must be provided in a professional workmanlike manner in accordance with the National Electric Code (NEC) and Town Code. While working on behalf of the Town, all Federal, State and Local safety rules and regulations including but not limited to OSHA, National Electric Safety Code, and FDOT (for traffic control) must be complied with.
- 3.2 All work shall be performed in accordance with the hours set forth in the Town's noise Ordinance No. 04-50 unless otherwise specified in writing by the Project Manager.
- 3.3 As determined by the Town, Contractor shall be responsible for contacting Sunshine State One Call at 811 prior to their excavation of underground lines to serve as the Town's representative to avoid any potential issue to the Town and damage to existing utility lines.

- 3.4 It is the responsibility of the Contractor to insure that he has the appropriate permits to perform such work as may be necessary and to maintain applicable permits throughout 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. There will not be any percentage reduction or waiving of Town license fees. No work is to be performed until required permits are provided to the Project Manager. All work is subject to inspection and approval of the Town's Building Official or designee.
- 3.5 Contractor shall promptly pay for all materials, supplies, and labor employed by it so that the property shall be free from materialmen's and mechanic's liens. At time of invoicing, firm shall provide Town with final lien releases from all suppliers providing materials, supplies and labor related to the work.
- 3.6 All materials and equipment furnished by the Contractor shall be new and unused in their original sealed wrapper or container prior to use on a Project. Materials may be subject to inspection prior to use. Where materials or equipment are, as determined by the Project Manager, not new, unused, or in their original wrapper, or container, the Project Manager may reject their equipment or materials and require its replacement prior to use.
- 3.7 Contractor warrants that for one (1) year from the Town's acceptance, the work will be free from defects in material and workmanship and that all services and material furnished shall be in accordance with the requirements of this Contract. Firm also warrants that all material (including repair and replacement parts) will function properly for a period of one (1) year from the Town's acceptance and that such material will be new and of original manufacture. Upon Town's notice to the Firm of any defect or nonconformance, firm shall within one (1) business day of the Town's notice promptly correct or re-perform, at no cost to the Town, any such services and material. If firm fails or refuses to correct or re-perform, Town may correct or replace with similar services and materials and charge to the firm the cost incurred by the Town.
- 3.8 During the work, Contractor must maintain records of all deviations from the existing data base of street lights as approved by the Towns PW Director or Project Manager. An electronic copy of as-built drawings showing accurately all changes and deviations made during construction shall be provided to reflect the work as it was actually constructed. It is the responsibility of the Contractor to check the As-Built Drawings for errors and omissions prior to submittal to the Town and to certify in writing that the As-Built Record Drawings are correct and accurate. The record document shall be in GIS data base to include fields with information on all fixture specifications: Zone, Pole Label ID No., address/location of pole, street name, luminaire, latitude and longitude coordinates, pole type, pole height and maintaining agency. As-built documents must be updated monthly as the work is being conducted as a condition precedent to payment. A final as-built drawing must be provided to the Town at no additional cost, including digital PDF versions.

Copies of all applicable warranties, operations manuals, and similar information should be submitted once project is completed and accepted.

**END OF SECTION**

## SECTION III PROPOSAL REQUIREMENTS AND SELECTION PROCESS

### 1. Minimum Qualification Requirements

The following minimum qualification requirements must be met in order to be eligible for award of a contract in response to this solicitation:

- 1.1 Proposals will only be considered from firms that have been continuously engaged in similar work and firm must have completed a minimum of three (3) projects within the last seven (7) years of a similar size, scope and complexity as the project specified herein verifiable through client references.
- 1.2 Proposed LED luminaires must be on the pre-approved FPL list (reference Exhibit "C").
- 1.3 Proposer must possess or obtain the services of a firm with a current valid State of Florida Electrical Contractor license and provide such documentation in proposal package.
- 1.4 Proposer must include in proposal price a minimum five (5) year warranty on LED luminaires from the date of Town's final project acceptance. Proposal package must include a certification or affidavit confirming the availability a full-coverage five (5) year warranty on each LED luminaire model proposed.
- 1.5 Proposer must provide a letter from the surety confirming their ability to obtain a Performance & Payment Bond in the amount of the Total Price Proposal.

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

### 2. Submittal Requirements

Sealed written Proposal submittal package must be received by the Town of Miami Lakes; Town Clerk's Office, no later than the date, time, and at the location indicated in the RFP Legal Notice (Page 2), in order to be considered responsive. Faxed or emailed documents are **not** acceptable. **Responses received at any other location than the aforementioned or after the Proposal submission date and time will be deemed non-responsive and will not be considered.**

Proposals must be submitted in the form of one (1) original and four (4) copies of the original and one (1) duplicate PDF of the entire original proposal on CD-ROM or flash drive. Proposals must be submitted in sealed envelope(s) or package(s) with the RFP number, title, and opening date clearly noted on the outside of the envelope(s) or package(s) in the following manner: **"RFP No. 2016-34, LED STREET LIGHT CONVERSION PROGRAM"**. The Procurement Division requests that proposers do not use spiral-binding or clear sheet protectors in their submittal package.

### 3. Non-Mandatory Pre-Proposal Conference

All Proposers or their representatives are strongly urged to attend a non-mandatory pre-proposal conference at **10:00 AM EST Tuesday, June 7, 2016** at the Town of Miami Lakes Government Center, 6601 Main Street, Miami Lakes, FL 33014. This information session presents an opportunity for the Proposers to clarify any concerns regarding the RFP requirements. All Proposers shall be held responsible at this time to fully investigate the scope of services to be undertaken based on the scope detailed herein.

#### 4. Proposal Format

The proposal shall contain five (5) sections titled and tabbed in accordance with the following:

##### **Part 1: Qualifications, Experience and Project History**

- a) In an introductory letter not to exceed two (2) pages, clearly describe proposer's ability to successfully perform the scope of services enumerated herein to identify how the firm meets each minimum qualification requirement stated in Article 1 above and affirm proposer's understanding of key program components and applicable laws or regulations. This letter shall be signed by the individual authorized to bind the Contractor to the proposal and include firm name, contact names, mailing address, telephone number and email address.
- b) Proposer must have completed a minimum of three (3) projects of a similar size, scope and complexity in the last seven (7) years. Complete and include a separate Project Data Form for each qualifying project.
- c) Provide resume for the Project Manager assigned to this project including project history, applicable licenses, certifications and trainings. Insert the completed Project Manager Experience Questionnaire Form.
- d) Provide a chart showing firm's staffing configuration with respect to this project. In addition, identify and provide resumes for all key project team members to include information about licenses, certifications & trainings required to perform the job specified herein.

##### **Part 2: Program Approach and Work Plan**

- a) Proposer shall convert the proposed scope of services into a detailed programmatic approach addressing all work elements, including project supervision, a project schedule, accounting methods and information regarding subcontractors providing materials/services in order to complete the work. Project schedule should include details of assumptions regarding product lead time, necessary permitting and other potential factors that may impact the timeline.
- b) Identify any special problems or concerns that may be associated with the work and preliminary ideas about how these items should be addressed, to include but not be limited to traffic control, resident grievances, verification of supply voltage and recycling services (luminaires, lamps, photo controls and miscellaneous materials).
- c) Provide information regarding proposed product quality, value-added special services, knowledge, expertise, or other benefits or advantages that will be afforded the Town in selecting your firm for this project.

##### **Part 3: Resources, Availability and Warranty**

- a) Provide a chart showing firm's staffing configuration and safety protocols.
- b) Provide information about the firm's quality control standards and objectives, offering specific examples from past projects.
- c) Provide information about the product/material proposed, equipment and resources to be utilized in performance of the program.
- d) Provide at response time two (2) samples of proposed luminaires: One (1) assembled and one (1) broken down by component. Packages containing such samples shall be labeled in accordance with Article 2 of this section. The Town reserves the right to request performance demonstrations and/or field tests of the proposed luminaires at no additional cost to the Town.
- e) Warranty information:
  - i. Identify extended warranty and surety bond coverage options for the luminaires beyond the minimum requirement stipulated in Article 1 of this section.
  - ii. Identify the warranty coverage for labor and installation included in proposer's price. Identify extended coverage options beyond the included coverage.

**Part 4: Client References**

Proposers shall complete the Proposer's Reference Form herein to provide three (3) references of clients which have utilized proposer's services within the last three (3) years.

**Part 5: Price Proposal**

- a) **Price:** Proposal amount must be provided in correlation with the Price Worksheet (Excel Spreadsheet Exhibit "A"). Proposer must include in proposal package the completed worksheet and enter the sums which correlate to the Price Proposal Form herein. Price submitted must be based upon and include any and all costs or expenses to be incurred by the Proposer in completing all aspects of the mobilization/start-up, construction, and Project close-out. The Price component, in addition to all direct and indirect costs and expenses, must include all other costs and expenses including but not limited to such costs as the Proposer's general, administrative and overhead costs; project management and supervisory costs; all fees, charges and taxes; labor, direct and indirect payroll costs, including labor burden; insurance and bond costs; cost of equipment, material, tools and transportation; and operating margin (profit).
- b) **Schedule of Values Submittal:** Proposer must provide a proposed Schedule of Values for the Project. The Schedule of Values will be broken down only to trade categories. The proposed Schedule of Values should include major/critical subtask but should not include all of the subtasks. At a minimum the information must include the trade category, and the estimated cost of the Work. Where a discrepancy exists between the trade category's estimated cost of work and the percentage shown in the subcontract list the trade category estimated percentage of the total work will prevail.

**Part 6: Program Financing Options**

If a financing option is proposed, provide name of institution financing project, the term, the payment amount and the interest rate charged.

**5. Schedule of Events**

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

RFP Available	05/27/16
Non-Mandatory Pre-Proposal Conference (10:00 AM EST)	06/07/16
Deadline for Receipt of Questions	06/09/16
Addendum Release (if required)	06/16/16
Proposals Due (2:00 PM EST)	06/23/16
Evaluation Committee Review/ Town Manager's Recommendation	07/08/16
Council Award of Contract	07/26/16

**6. Review of Proposals for Responsiveness**

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this RFP. A responsive proposal is one which follows the requirements of the RFP includes all documentation, is submitted in the format outlined in the RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in a proposal being deemed non-responsive.

**7. Performance**

It is the intention of the Town to obtain the services as specified herein from a source of supply that will give prompt and convenient service. The awarded Proposer(s) must be able to perform as required under the scope of services. Any failure of Contractor to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the Town. The Town reserves the right to obtain these products from other sources, when necessary, should

Contractor be unable to perform on a timely basis and such delay may cause harm to the using department or Town residents.

#### **8. Program Financing Option**

The Town reserves the right to engage in a program financing arrangement with the successful Proposer. The financed amount should be the proposed program cost. The financing shall be structured to meet the Town's financial objective, i.e., annual debt service payments and maintenance of newly installed LED fixtures do not exceed projected energy cost savings in any given year after project completion. Initial energy costs should be based on the FPL's tariff and related energy costs.

#### **9. Performance and Payment Bond**

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

Each Bond must be in the amount of one hundred percent (100%) of the Contract value guaranteeing to Town the completion and performance of the Work covered in the Contract as well as full payment of all suppliers, laborers, or subcontractors employed pursuant to this Project(s). Each Bond must be with a Surety, which is qualified pursuant to Article 10 of this section, Qualification of Surety.

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

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

##### **Alternate Form of Security:**

In lieu of a Performance/Payment Bond, Contractor may furnish alternate forms of security, which may be in the form of cash, money order, certified check, cashier's check or an unconditional letter of credit. Such alternate forms of security will be subject to the prior approval of Town and for same purpose and will be subject to the same conditions as those applicable above and will be held by Town for one (1) year after completion and acceptance of the Work.

**Proposer's response must include a letter confirming their firm's ability to obtain a Performance & Payment Bond in the amount of the Total Price Proposal.**

#### **10. Qualifications of Surety**

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

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



Further, the Surety must provide Town with evidence satisfactory to Town, that such excess risk has been protected in an acceptable manner.

The Town will accept a surety bond from a company with a rating of “B+” or better and a Financial Size Category of “Class II”. A surety company not meeting such standards that is rejected by the Town may be substituted by the Contractor with a surety company acceptable to the Town, only if the proposal amount does not increase.

## **11. Surety Bond**

Successful proposer will be required to issue and maintain a surety bond and/or extended labor warranty equal to the value of the product installed for ten (10) years after Town’s final project acceptance to cover any deficiency with fixtures installed.

## **12. Evaluation Procedures**

The procedure for Proposal evaluation and selection is as follows:

- a. Request for Proposals issued.
- b. Receipt of Responses.
- c. Opening and listing of all Responses received.
- d. Preliminary review of the Responses by Town staff for compliance with the submission requirements of the RFP, including verification that each Response includes all required documents.
- e. Review by Town Staff to confirm that the Proposer’s Team is qualified to render the required services according to State regulations.
- f. The Evaluation Committee (“Committee”), appointed by the Town Manager, will meet to evaluate and rank each responsive Proposal in accordance with the requirements of the RFP. At the Committee’s option, the Proposers may be required to attend an interview session. The Committee may, at its sole discretion, shortlist the proposers and may invite only the shortlisted firms to an interview session.
- g. The Committee forwards its recommendation of the most qualified Proposer(s) to the Town Manager inclusive of the ranking of the Responses.
- h. The Town Manager will review the Evaluation Committee’s recommendation and make a recommendation to the Town Council for award, reject all Responses, or return the recommendation to the Committee for reconsideration. In the event of a tie, the recommendation of the Town Manager will control. The Town Manager may submit a recommended Proposer or “short list” of a combination of a recommended Proposer and the “short list” to the Town Council.
- i. As stated in the solicitation, the Town Manager may conduct negotiations with the highest ranked Proposer.
- j. If the Town Manager is unsuccessful in negotiating a Contract with the selected Proposer the negotiations with the Proposer may be terminated and the Town Manager will attempt to negotiate a Contract with the next highest ranked Proposer and so on.
- k. The Town Council will make the final selection and award.

## **13. Evaluation Method and Criteria**

The selection of a Proposer will be based on the Proposal most advantageous to the Town based the following evaluation criteria on a 100-point scale:

- Qualifications, Experience and Project History = 20 Points
- Program Approach and Work Plan = 15 Points
- Resources, Availability and Warranty = 20 Points
- Client References = 5 Points

- Price = 40 Points
  - The responsive Proposal with the lowest Total Price Proposal will be given the full weights as identified below. Every other Proposal will be given points proportionally in relation to the lowest price. This point total will be calculated by dividing the lowest price by the total price of the Price Proposal being evaluated with the result being multiplied by the maximum weight for the price to arrive as a cost score of less than the full score for price.

$$\begin{array}{rclclcl}
 \frac{\text{Lowest Price Proposed}}{\text{Proposer's Price}} & & \text{Total Points} & & & \\
 & & \text{for Price} & = & \text{Price Score} & \\
 \text{Example: } & \frac{\$200,000}{\$300,000} & \times & 40 & = & 26.67 \text{ points}
 \end{array}$$

The above criterion is provided to assist the Proposers in the allocation of their time and efforts during the submission process. The criterion also guides the Evaluation Committee during the short-listing and final ranking of Proposers by establishing a general framework for those deliberations. Past performance of Proposers services may also be included in determining recommendation for award. During the evaluation process, Town reserves the right, where it may serve the Town's best interest to request additional information or clarification from Proposers.

Each proposal will be evaluated individually and in the context of all other proposals. Proposals must be fully responsive to the requirements described in this RFP and to any subsequent requests for clarification or additional information made by the Town through written addenda to this RFP. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFP, may be disqualified. There is no obligation on the part of the Town to award the proposal to the lowest priced Proposer, and the Town reserves the right to award the contract to the Proposer submitting the best overall responsive proposal which is most advantageous and in the best interest of the Town in achieving the service, and to waive any irregularity or technicality in the proposals received. The Town shall be the sole judge of the proposals that offer the best value and the resulting agreement that is in its best interest and its decision shall be final.

#### 14. Oral Presentations

Short-listed Proposers/finalists may be required to provide an oral presentation in support of their proposals or to exhibit or otherwise demonstrate the information contained therein or by conference telephone call for clarification purposes only, prior to an award recommendation. The Firm's Project Manager shall be the sole presenter. The Evaluation Committee may elect to re-rank the finalist's proposals. Should the Town require such oral presentation; the Proposer will be notified five (5) days in advance of appearing before the Evaluation Committee.

#### 15. Negotiations

Contract(s) may be awarded on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint. Pursuant to Paragraph 5(b) of Section 287.055, Florida Statutes, the Town, at its sole discretion, reserves the right to enter into contract negotiations with the number one ranked, responsive, responsible Proposer. If the Town and said Proposer cannot negotiate a Successful Contract, the Town may terminate said negotiations and begin negotiations with the number two ranked, responsive, responsible Proposer. This process will continue until a contract acceptable to the Town has been executed or all proposals are rejected. No Proposer shall have any rights against the Town arising from such negotiations or termination thereof.

**END OF SECTION**

### STATEMENT OF NO-RESPONSE

If your company will not be submitting a response to this Bid/RFP, please complete this Statement of "No" Response Sheet and return, prior to the Bid/RFP Due Date established within, to:

**The Town of Miami Lakes**  
 Procurement Division  
 6601 Main Street  
 Miami Lakes, FL 33014  
 Email: [procurement@miamilakes-fl.gov](mailto:procurement@miamilakes-fl.gov)

This information will help The Town of Miami Lakes in the preparation of future Bids/RFPs.

Bid/RFP Number: \_\_\_\_\_ Title: \_\_\_\_\_

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

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

√	<b>Reasons for "NO" Response:</b>
	Unable to comply with product or service specifications.
	Unable to comply with scope of work.
	Unable to quote on all items in the group.
	Insufficient time to respond to the Request for Proposal.
	Unable to hold prices firm through the term of the contract period.
	Our schedule would not permit us to perform.
	Unable to meet delivery requirements.
	Unable to meet bond requirements.
	Unable to meet insurance requirements.
	Other (Specify below)

Comments: \_\_\_\_\_

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

**SECTION IV  
REQUIRED FORMS**

## PRICE PROPOSAL FORM\*

RFP 2016-34 LED STREET LIGHT CONVERSION PROGRAM	
<b>Fixtures – TOTAL</b> (Price Worksheet Line K18)	\$ _____
<b>Installation – TOTAL</b> (Price Worksheet Line L18)	\$ _____
<b>Fixture and Installation – TOTAL PROPOSAL PRICE</b> (Price Worksheet Line M18)	\$ _____
<b>Fixture and Installation – TOTAL PROPOSAL PRICE Written in Words:</b> _____	
Cost for complete pole replacement if needed to include all mobilization, equipment, installation, materials, labor, tools, machinery, transportation, supervision:  \$ _____ per pole	
PROPOSAL OPTION**	
Financing APR	%
Term Length	months
Monthly payment	\$ _____
Name of Financing Institution: _____	
Institution Contact Name: _____ Phone Number: _____	

\* **Price Spreadsheet (Excel format) must be included in Proposer's submittal package as a hard copy and in electronic format on the CD-ROM or flash drive.**

\*\* **Proposed financing arrangement shall include a clause allowing the Town to prepay all or part of the balance owed under the note at any time without penalty.**

Proposer agrees to supply the products and services at the prices above in accordance with the terms, conditions and specifications contained in this RFP.

Firm's Name: \_\_\_\_\_ F.E.I.N. No.: \_\_\_\_\_

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

Signature of Authorized Signatory: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_ Email Address: \_\_\_\_\_

**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 proposals on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, is the official act and deed of the corporation. I further certify that said resolution remains in full force and effect.

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

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

**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 proposals on behalf of the partnership and provides that his/her execution thereof, attested by a partner, is 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 JOINT VENTURE)**

Joint ventures must submit their joint venture agreement indicating that the person signing this Bid is authorized to sign Bid documents on behalf of the joint venture and submit the appropriate Certificate of Authority (corporate, partnership, or individual).

**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 Proposal 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



**RFP 2016-34**  
**ADDENDUM ACKNOWLEDGEMENT FORM**

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

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 RFP

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

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

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

## PROPOSER PROFILE FORM

By submitting this Proposal, firm certifies the truth and accuracy of all information contained herein.

Proposer's Business Name \_\_\_\_\_

Contact Person \_\_\_\_\_ Title \_\_\_\_\_

Email Address \_\_\_\_\_ Phone Number \_\_\_\_\_

### 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


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)

2. Name and Licenses of any prior companies:

Name of Company	License No.	Issuance Date

3. Type of Company (circle one):

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"/>

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

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7. Insurance Information (**Attach Firm's current Certificate of Liability Insurance**)

a. Insurance Carrier name & address: \_\_\_\_\_

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

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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: \_\_\_\_\_

8. Bank References:

Bank	Address/City/State/Zip	Telephone
_____	_____	_____
_____	_____	_____
_____	_____	_____

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9. Attach a financial statement including proposer's latest balance sheet and income statement showing the following items:

- Current Assets (e.g. cash, joint venture accounts, accounts receivable, notes, receivable, accrued income, deposits, materials, real estate, stocks and bonds, equipment, furniture and fixtures, inventory and prepaid expenses)
- Net Fixed Assets
- Other Assets
- Current Liabilities (e.g. accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, real estate encumbrances and accrued payroll taxes)
- Other Liabilities (e.g. capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings)

State the name of the firm preparing the financial statement and date thereof:

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Is this financial statement for the identical organization named on page one?

\_\_\_Yes \_\_\_No

If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g. parent-subsidary).

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10. Have any claims lawsuits been filed 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.

16. Subcontractors:

Name	Trade/Work to be performed	% of Work	License No.
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**PROJECT DATA FORM**

(A separate data form is to be used for each qualifying project)

1. Project Name: \_\_\_\_\_
2. Project Location: \_\_\_\_\_
3. Project Title: \_\_\_\_\_
4. Project Number, if applicable: \_\_\_\_\_
5. Type of Construction: \_\_\_\_\_  
(i.e.: New, Renovation, Addition, Repair, Sidewalk/Curb/Gutter, Roadway reconstruction, Roadway resurfacing, Drainage, etc. Use all that apply.)
6. Size: (i.e.: Quantity of luminaires installed, etc.): \_\_\_\_\_
7. Scope of Work: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
8. How many bid submissions did the owner receive for the project? \_\_\_\_\_
9. Business name that constructed & managed this project: \_\_\_\_\_
10. How is this project similar to the Town's project? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
11. Cost of the project at time of bid: \$ \_\_\_\_\_
12. Cost of work at completion: \$ \_\_\_\_\_
13. LEED Certification
  - a. Was this a LEED Certified Project: Yes \_\_\_\_\_ No \_\_\_\_\_
  - b. Minimum LEED Certification required: \_\_\_\_\_
  - c. LEED Certification obtained: \_\_\_\_\_
14. Describe the sources and/or causes of the above differences in costs with reference to the following categories as determined by written change order, the public entity or the Architect/Engineer of Record (whichever had final authority):
  - a. Errors or omissions: \_\_\_\_\_ % \$ \_\_\_\_\_
  - b. Unforeseen/Hidden conditions: \_\_\_\_\_ % \$ \_\_\_\_\_
  - c. Owner generated changes: \_\_\_\_\_ % \$ \_\_\_\_\_
  - d. Regulatory agency changes: \_\_\_\_\_ % \$ \_\_\_\_\_
  - e. Contractor recommended changes: \_\_\_\_\_ % \$ \_\_\_\_\_
  - f. Other: \_\_\_\_\_ % \$ \_\_\_\_\_

Explain other: \_\_\_\_\_  
\_\_\_\_\_

15. How many RFIs did your company submit with respect to the plans and specifications for the project? \_\_\_\_\_
16. What was the primary reasons for the RFIs: \_\_\_\_\_  
\_\_\_\_\_
17. What year did the project start construction? \_\_\_\_\_
18. What year did the project complete construction? \_\_\_\_\_
19. Project Timeframe for completion (number of calendar days):
- a. \_\_\_\_\_ Contract timeframe at time of bid/proposal date for Substantial Completion
  - b. \_\_\_\_\_ Contract timeframe at time of bid/proposal date for Final Completion (if different from Substantial Completion)
  - c. \_\_\_\_\_ Formally adjusted contract timeframe based on change orders (if none state N/A)
  - d. \_\_\_\_\_ Timeframe not covered under approved change orders (if none state N/A)
  - e. \_\_\_\_\_ Actual time between issuance of Notice to Proceed and date of Substantial Completion
  - f. \_\_\_\_\_ Actual time between date of Substantial Completion and Final Completion
  - g. \_\_\_\_\_ Total number of days between original contract timeframe and Substantial Completion
  - h. \_\_\_\_\_ Total number of days between original contract timeframe and Final Completion (if different from Substantial Completion)
20. If completion did not occur within the contract time established at bid/proposal date or within the formally adjusted contract time (as identified in item 17c above, explain the reason(s) for the delay:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
21. Total number of tasks on the punch list? \_\_\_\_\_
22. If punch list items were not completed/performed explain the reason(s):  
\_\_\_\_\_  
\_\_\_\_\_
23. Were liquidated damages or actual damages for delay assessed on this project?  
Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, state the amount: \$ \_\_\_\_\_
24. Name of the Project Manager: \_\_\_\_\_
25. Name of the Construction Superintendent: \_\_\_\_\_
26. Total amount of the work self-performed: \_\_\_\_\_% \$ \_\_\_\_\_
- a. If yes, specify the trade, percentage, and value (add additional pages if necessary)  
\_\_\_\_\_  
\_\_\_\_\_ % \$ \_\_\_\_\_



\_\_\_\_\_ % \$ \_\_\_\_\_  
 \_\_\_\_\_ % \$ \_\_\_\_\_  
 \_\_\_\_\_ % \$ \_\_\_\_\_

27. Were subcontractors used on the project? \_\_\_\_\_ yes \_\_\_\_\_ no

a. If yes, specify the trade, percentage, and value (add additional pages if necessary)

\_\_\_\_\_ % \$ \_\_\_\_\_  
 \_\_\_\_\_ % \$ \_\_\_\_\_  
 \_\_\_\_\_ % \$ \_\_\_\_\_

28. Were any Claims\* or Dispute filed on the project \_\_\_\_\_ yes \_\_\_\_\_ no

\*A Claim means a demand or assertion by your firm seeking as matter of right, adjustment or interpretation of contract terms, compensation, extension of time or other relief with respect to the terms of the contract or other disputes between the owner and your firm.

29. If a Claim(s) was filed on the project, provide the following details for each Claim\*:

a. Dollar amount for Initial

Claim: \_\_\_\_\_

b. Source of Claim: (e.g. contractor, subcontractor, supplier, etc.)

\_\_\_\_\_

c. Method of resolution (e.g. negotiation, mediation, arbitration, litigation: \_\_\_\_\_

d. Final amount of Claim settlement:

\_\_\_\_\_

30. If a formal Dispute(s) was filed on the project, provide the following details for each Dispute. Identify the reason for the Dispute and the resolution (use additional pages if necessary:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

31. Did your company fail/refuse to perform or complete any of work it was obligated to complete?

\_\_\_\_\_ yes \_\_\_\_\_ no

If yes, explain what work was not performed/ completed and reasons why:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

32. Was your company required to perform any work under a directive to proceed pending the resolution of an interpretation of the contract or dispute?

\_\_\_\_\_ yes \_\_\_\_\_ no

33. Identify up to four (4) constructability issues encountered by your company on the project and briefly describe how your company resolve each issue:

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34. Did your company perform any value engineering or other cost savings measures, which improved the quality of the project or saved cost? If yes, provide details and any cost savings.

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Project Owner's Name: \_\_\_\_\_

Is the Project Owner a public entity? \_\_\_\_\_ yes \_\_\_\_\_ no

Contact Name for Project Owner: \_\_\_\_\_

Contact Name's Title: \_\_\_\_\_

Project Owner's Address: \_\_\_\_\_

Project Owner's City, State, and Zip Code: \_\_\_\_\_

Contact Name's Telephone Number: \_\_\_\_\_

Contact Name's Email Address: \_\_\_\_\_

Architect/Engineer of Record: \_\_\_\_\_

Architect/Engineer of Record Contact Name: \_\_\_\_\_

Architect/Engineer of Record Contact Name's Telephone No.: \_\_\_\_\_

Architect/Engineer of Record Contact Name Email Address: \_\_\_\_\_

## PROJECT MANAGER EXPERIENCE QUESTIONNAIRE

### A. Project Manager

1. Name of Project Manager to be committed to this Project and continuously retained throughout this

Project: \_\_\_\_\_

- a. Attach Project Manager's resume.
- b. Employed by the Company: \_\_\_\_\_ years
- c. Present position/job function: \_\_\_\_\_
- d. Years in present position/job function: \_\_\_\_\_ years
- e. Prior position with company (if applicable)  
\_\_\_\_\_
- f. Years in prior position/job function: \_\_\_\_\_ years
- g. The Project Manager named above was assigned to the following comparable projects:

	<u>Project Name</u>	<u>Construction Cost</u>
i.	_____	_____
ii.	_____	_____
iii.	_____	_____

h. The Project Manager named above worked on the following projects for which Project Data Forms are submitted: (Note: If the designated Project Manager did not work in this capacity on at least two (2) comparable projects for which Project Data Forms were submitted, provide a Project Data Form for two (2) of the projects listed A.1.g above.

i.	_____
ii.	_____
iii.	_____

### B. Construction Superintendent

1. Name of Construction Superintendent to be committed to this Project and continuously retained throughout this

Project: \_\_\_\_\_

- a. Attach Construction Superintendent's resume.
- b. Employed by the Company: \_\_\_\_\_ years
- c. Present position/job function: \_\_\_\_\_
- d. Years in present position/job function: \_\_\_\_\_ years
- e. Prior position with company (if applicable)  
\_\_\_\_\_
- f. Years in prior position/job function: \_\_\_\_\_ years
- g. The Construction Superintendent named above was assigned to the following comparable projects:

	<u>Project Name</u>	<u>Construction Cost</u>
i.	_____	_____
ii.	_____	_____
iii.	_____	_____

- h. The Construction Superintendent named above worked on the following projects for which Project Data Forms are submitted: (Note: If the designated Construction Superintendent did not work in this capacity on at least two (2) comparable projects for which Project Data Forms were submitted, provide a Project Data Form for two (2) of the projects listed A.1.g above.
  - i. \_\_\_\_\_
  - ii. \_\_\_\_\_
  - iii. \_\_\_\_\_

**PROPOSER'S REFERENCE FORM**

Proposers shall provide three (3) references of clients which have utilized proposer's services within the last three (3) years.

- 1)** Name of Client Entity: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Title: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
Project Start/End Dates: \_\_\_\_\_  
Contract Amount: \$ \_\_\_\_\_
  
- 2)** Name of Client Entity: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Title: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
Project Start/End Dates: \_\_\_\_\_  
Contract Amount: \$ \_\_\_\_\_
  
- 3)** Name of Client Entity: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Title: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
Project Start/End Dates: \_\_\_\_\_  
Contract Amount: \$ \_\_\_\_\_

**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA            }  
  }        SS:  
COUNTY OF MIAMI-DADE    }

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: \_\_\_\_\_







**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 \_\_\_\_\_

\_\_\_\_\_ My commission expires \_\_\_\_\_

(type of identification)

\_\_\_\_\_  
(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:

---

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

Witness

(Printed Name)

(Title)

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_ to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that \_\_\_\_\_ 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

## DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

\_\_\_\_\_  
BUSINESS NAME

\_\_\_\_\_  
FIRM'S SIGNATURE

## RFP 2016-34 LED STREET LIGHT CONVERSION PROGRAM

Firm Name	Fixtures	Monitoring & Control System	Installation	TOTAL PRICE	Evaluation Points Assigned	Complete Pole Replacement \$/pole	Financing Option - See Proposal	Extended Warranty Option - See Proposal
TANKO STREETLIGHTING, INC.	\$ 243,382.33	\$ 143,481.15	\$ 121,713.30	\$ 508,576.78	40.0	\$ 5,000.00	Yes	Yes
FPL ENERGY SOLUTIONS	\$ 280,383.92	\$ 277,926.75	\$ 158,117.86	\$ 716,428.53	28.4	\$ 2,800.00	Yes	No
HORSEPOWER ELECTRIC	\$ 300,340.00	\$ 384,300.00	\$ 67,410.00	\$ 752,050.00	27.1	\$ 10,000.00	Yes	Yes
AGC ELECTRIC, INC.	\$ 314,830.33	\$ 190,500.00	\$ 453,245.00	\$ 958,575.33	21.2	\$ 3,260.00	No	Yes
ITELECOM**	\$ 356,164.93	\$ 107,134.23	\$ 535,811.84	\$ 999,111.00	20.4	\$ 2,550.00	Yes	Yes





**Town of Miami Lakes**  
**Evaluation Committee Ranking Summary**

**Project Title:** LED Street Light Conversion Program

**RFP No.** 2016-34

Committee Member	AGC Electric, Inc.	FPL Energy Solutions, Inc.	Horsepower Electric, Inc.	Itelecom	Tanko Streetlighting, Inc.
Andrea Agha	36.2	73.4	67.1	45.4	95
Carmen Olazabal	46.2	77.4	70.1	65.1	98
Elia Nunez	68.2	85.4	77.1	64.4	99
Alejandro Gari	43.2	74.4	77.1	51.4	84
<b>Total Score</b>	<b>193.8</b>	<b>310.6</b>	<b>291.4</b>	<b>226.3</b>	<b>376</b>
<b>Ranking</b>	<b>5</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>1</b>

Name of Preparer: Christina Semeraro

Signature: 8.3.16

Date: August 3, 2016

[illegible]

# **Contract No. 2016-34**

## **LED Street Light Conversion Program**



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

## **1. DEFINITION OF TERMS**

**Change Order** means a written document ordering a change in the Contract price or Contract time or a material change in the Work. A Change Order must comply with the Contract Documents.

**Completed Project** means that the applicable regulatory authority has issued a Certificate of Completion.

**Construction Change Directive** means a written directive to effect changes to the Work, issued by the Consultant or the Project Manager that may affect the Contract price or time.

**Construction Schedule** means a schedule, as defined and required by the Contract Documents.

**Contract** means the RFP and the RFP documents that have been submitted by the Contractor and the Contract Documents.

**Contract Documents** means the Contract as may be amended from time to time, any and all plans, specification, bonds, addendum, clarifications, directives, change orders, payments and other such documents issued under or relating to the Contract.

**Contractor** means the person, firm, or corporation with whom the Town has contracted 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.

**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.

**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.

**Days** mean calendar days unless otherwise specifically stated in the Contract Documents.

**Field Directive** means a written direction from the Consultant or Project Manager directing the Contractor to proceed with Work requested by the Town, which is minor in nature and typically should not involve additional cost.

**Final Completion** means the date subsequent to the date of Substantial Completion at which time the Contractor has completed all the Work under a Work Order and submitted all documentation required by the Contract Documents.

**Inspector** means an authorized representative of the Town assigned to make necessary inspections of materials and the Work performed by the Contractor. The Town, at its sole discretion may hire a professional consultant to perform the inspections.

**Materials** mean goods or equipment incorporated in a Project, or used or consumed in the performance of the Work.

**Notice of Award** means the written letter to the Contractor notifying the Contractor that it has been awarded the Contract.

**Notice to Proceed** means a written letter or directive issued by the Town Manager or designee acknowledging that all conditions precedent to award have been met and directing that the Contractor may begin Work.

**Project or Work** as used herein refers to all reasonably necessary and inferable construction and services required by the Contract whether completed or partially completed, and includes all other

labor, materials, equipment and services provided or to be provided by the Contractor to fulfill its obligations, including completion of the construction in accordance with the Specifications.

**Project Manager** means the individual assigned by the Town Manager to manage the Project.

**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.

**Subcontractor** means a person, firm or corporation having a direct contract with Contractor, including one who furnishes material worked to a special design according to the Contract Documents, but does not include one who merely furnishes materials not so worked.

**Substantial Completion** means that point at which the Work is at a level of completion in substantial compliance with the Contract Documents, and is fit for use in its intended purpose. Substantial Compliance will not be deemed to have occurred until any and all governmental entities, with regulatory authority or which have jurisdiction over the Work, have conducted all final inspections, and approved the Work. Beneficial use or occupancy will not be the sole factor in determining whether Substantial Completion has been achieved, unless a temporary certificate of completion has been issued.

**Town** means the Town Council of the Town of Miami Lakes or the Town Manager, as applicable.

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

## **2. EXAMINATION OF CONTRACT DOCUMENTS AND THE SITES**

By executing this Contract the Contractor certifies that it has:

- Carefully review the requirements of the Contract and notified the Town of any conflicts, errors or discrepancies.
- Visited the site to become familiar with conditions that may affect costs, progress, or performance of the Work.
- Taken 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.
- Studied and carefully correlated Contractor's observations with the requirements of the Contract.

The signing of the Contract by the Contractor will constitute an incontrovertible representation by Contractor that it will comply with the requirements of the Contract and that without exception, the Contractor is fully capable performing and furnishing the Work required under the Contract and that the Contract are sufficient in detail to indicate and convey understanding of all terms and conditions for performance of the Work.

## **3. INTENTION OF THE TOWN**

Any work, labor, materials 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. 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. The Town will have no duties other than those duties and obligations expressly set forth within the Contract.

#### **4. TIME IS OF THE ESSENCE**

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

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

#### **5. 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

Ms. Christina Semeraro  
Procurement Manager  
Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014

For Contractor:

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

#### **6. 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 by reference and a term, statement, requirement, the specifications or any plans, or provision of the Contract the following order of precedence will apply:

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

- Revisions and Change Orders to the Contract will govern over the Contract
- The Contract will govern over the Contract Documents
- The Special Conditions will govern over the General Conditions of the Contract

- Addendum to an RFP will govern over the RFP.

In the event that specifications are provided with a Work Order the priorities stated below will govern:

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

Where the plans and specification do not meet the minimum requirements of the Florida Building Code then the Florida Building Code will prevail. Where the plans and specifications exceed the Florida Building Code then the plans and specifications will prevail.

## **7. REFERENCE STANDARDS**

Reference to the standards of any technical society, organization or body will be construed to mean the latest standard adopted and published at the date of the award of the Contract, even though reference may have been made to an earlier standard. Such reference is hereby made a part of the Contract the same as if herein repeated in full and in the event of any conflict between any of these standards and those specified, the most stringent will govern unless otherwise stated.

## **8. TIME FOR PERFORMANCE OF THE WORK**

Contractor must complete the Work and obtain all permit approvals, and Substantial Completion by the Town within **Number of Days (XXX)** days from the date of issuance of the Notice To Proceed. Contractor must achieve Final Completion within thirty (30) days of the date of Substantial Completion.

## **9. CONTRACT TERM**

This Agreement will be effective upon execution by both parties and will continue until expiration of the warranty period.

## **10. COMPENSATION**

The Contractor will be compensated in the amount of **\$XXX,XXX.XX**. Any reduction or increase in the Contract value will be done in accordance with Article 62, Change Orders. Contractor will be paid for actual work performed and accepted by the Town.

## **11. HOURS FOR PERFORMING WORK**

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

Any Work to be performed outside these hours will require the prior written approval of the Town Manager. A Work Order may establish different working hours than those stated herein.

## **12. 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. Supporting evidence to be included with any application for payment must include, but is not limited to, an updated Project schedule as required by Article 16 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 or the Contract Documents.

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

The Town will not pay more than five (5%) of the Total Contract price as retainage 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:

- Defective Work not remedied.
- Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or Town because of Contractor's performance.
- Failure of Contractor to make payments properly to Subcontractors or for material or labor.
- Damage to another contractor not remedied.
- Liquidated damages and costs incurred by Town or Consultant for extended construction administration.
- 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 are 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.

### **13. INVOICES**

Contractor may submit to the Town one invoice per month for progress payments in accordance with Article 12 above. Multiple invoices will not be accepted and the Town will not make payment based on statements of accounts. All applications must be submitted in duplicate and the Contractor must use the Town's Contractor Payment Application Form or an invoice format approved by the Town. The form is available on the Town's website identified in Article 16.

Failure to fully complete the payment application form will delay the processing of payment. Any request for payment of retainage must be submitted as a separate payment application. Payments will not be made based on statements of accounts.

The Town will take action to pay, reject or make partial payment on an invoice in accordance with the Florida Local Government Prompt Payment Act. No payments 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 at the prices specified in the Bid Form of the Contract.

#### **14. LIQUIDATED DAMAGES**

The Contractor is obligated and guarantees to complete the Project in the time set forth in the Contract or any approved extension of time the Contractor may be granted by the Town. In the event of a delay in completion beyond the timeframe set forth in the Contract for Substantial Completion, the Contractor must pay to the Town one thousand dollars (\$500.00) for each and every calendar day of Unexcused Delay, which is hereby agreed upon not as a penalty but as liquidated damages. In the event of a delay in completion beyond the timeframe set forth in the Contract for Final Completion the Contractor must pay to the Town for each and every calendar day of unexcused delay, the sum of **Value** dollars (\$**XXX.XX**) per calendar day, which is hereby agreed upon not as a penalty but as liquidated damages. The Contractor will be notified in writing of any approved exceptions or extensions. The total amount of liquidated damages will not exceed the value of the Project.

The Town will have 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, which may become due hereunder, 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.

#### **15. PROJECT SCHEDULE**

Contractor must submit a proposed Project schedule as follows:

- Schedule identifying the schedule for each location. The proposed Project schedule must be submitted within ten (10) calendar days of the Notice of Award and such submittal will be subject to the Project Manager's review. Subsequent to such review of said schedule the Contractor will establish said schedule as the baseline schedule.
- 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.
- 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.

Subsequent to review of the initial schedule submission the Contractor must establish the reviewed schedule as the “baseline schedule”. Contractor must then prepare and submit all updates to the schedules utilizing the tracking mode within Microsoft Project.

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).

#### **16. RELEASE OF LIENS/SUBCONTRACTOR’S STATEMENT OF SATISFACTION**

The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an application for payment, whether incorporated in the Project or not, will pass to the Town upon the receipt of such 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 or such other person.

The Contractor must, starting with the second (2<sup>nd</sup>) invoice, provide the Project Manager Partial or Final Releases of Lien/Subcontractor's Statement of Satisfaction for the Project. As an option the Contractor may also submit a Consent of Surety authorizing the release of payment Failure to submit such documentation will result in rejection of the application for payment.

The Town may, in its sole discretion withhold any payments for any Work performed by the Contractor where a requested Final Release of Lien has not been submitted. A conditional Release of Lien will not be accepted by the Town.

Contractor must utilize the Town’s standard forms, which are 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), unless otherwise approved by the Town’s Procurement Manager.

#### **17. PURCHASE AND DELIVERY, STORAGE AND INSTALLATION**

All materials must be F.O.B. delivered. The Contractor is solely responsible for the purchase, delivery, and installation of all equipment and material(s) not provided by the Town. Contractor must make all arrangement for delivery. Contractor will be solely liable receiving, inspecting, accepting, and for replacing any damaged equipment or material(s) and filing any and all claims with suppliers. All transportation must comply with all federal, FDOT, Miami-Dade County, and Town rules and regulations.

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

No materials will be stored on site without the prior written approval, using the appropriate Town form, by the Project Manager. The Town’s Forms are available at the website address identified in Article 16.

Should the Contractor wish to be paid for materials stored off-site such materials must be insured and store in a bonded warehouse. Prior written approval is required utilizing the form available at the website address identified in Article 16.

## **18. WORK STAGING AND PHASING**

The Work to be performed must be done in such a manner so as not to interfere with the normal Town operations of the Project site or facility. 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 24 hours in advance of the interruption of Town operations.

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.

A staging plan may 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.

## **19. SUBSTITUTIONS**

Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by Project Manager if sufficient information is submitted by Contractor to allow Project Manager to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by Project Manager from anyone other than Contractor.

If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor must make application to the Project Manager for acceptance thereof, certifying that the proposed substitute must perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application must state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified must be identified in the application and available maintenance, repair and replacement service must be indicated. The application also must contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which will be considered by the Project Manager in evaluating the proposed substitute. The Project Manager may require the Contractor to furnish at Contractor's expense additional data about the proposed substitute.

If a specific means, method, technique, sequence or procedure of construction is indicated in or required by Contract, Contractor may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to the Project Manager, if the Contractor submits sufficient information to allow the Project Manager to determine that the substitute proposed is equivalent to that indicated or required by the Contract. The procedures for submission

to and review by the Project Manager will be the same as those provided herein for substitute materials and equipment.

The Project Manager will be allowed a reasonable time within which to evaluate each proposed substitute. Project Manager and the Town will be the sole judges of the acceptability of any substitute. No substitute are to be ordered, installed or utilized without the Town's and the Project Manager's prior written acceptance which must be evidenced by either a Change Order or an approved submittal. The Town and the Project Manager may require the Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute. If the Town and the Project Manager rejects the proposed substitute, at their discretion, the Town may require the Contractor to reimburse the Town for the charges of the Consultant for evaluating the proposed substitute.

## **20. REQUEST FOR INFORMATION**

The Contractor must submit a Request for Information (RFI) where the Contractor believes that the Contract Document's details or 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 will 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 the Contractor's 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.

## **21. WARRANTY**

Contractor warrants to the Town that all materials and equipment furnished under the Contract Documents 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 or Consultant, 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.

All Work must have a one (1) year warranty on labor from the date of Final Acceptance of the Project and the Contractor must provide such written warranty prior to the Town issuing final payment. Contractor must provide a minimum written warranty of one (1) year, commencing upon Final Acceptance of the Project on all equipment, parts, or material unless the Contract Specifications require or the manufacturer provides a longer warranty except for all equipment, materials or parts provided by the Town. Where the Contract specifications require or the manufacturer of the equipment, parts, or material provides a warranty greater than one (1) year or the time frame stipulated in a Contract, 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 Acceptance of the Project.

All warranties, expressed or implied, must be provided to the Town for material and equipment covered by the Contract. 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 must correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Contract may supersede the manufacturer's standard warranty. Manufacturer's warranties will become effective upon Final Acceptance 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 must 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.

## **22. ACCESS TO WATER AND UTILITIES**

The Contractor is responsible for providing all water and power that may be 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.

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 utilities and potable water sources required for the Work.

## **23. PROGRESS MEETINGS**

The Town will conduct a pre-construction conference prior to the commencement of the Work. Contractor must hold progress and coordination meetings as required by the Project Manager or Consultant, to provide for the timely completion of the Work.

## **24. 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 will be responsible for all site(s) security and any loss, damage or theft to its equipment and materials. The Contractor must install fencing, gates and take all other measures, as necessary, to make said site secure. The Project Manager at its sole discretion may make a staging site(s) available for use by the Contractor. Contractor must not utilize the Staging Site for worker's parking or the parking of other vehicles, except for delivery and pickup purposes, without the prior written approval of the Project Manager. 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 will also be responsible for restoring the site(s) to its pre-existing condition prior to the Contractor's use of the site(s).

## **25. PROJECT SITE FACILITIES**

The Contractor must arrange for all Project site facilities as may be necessary to perform the Work.

Contractor's, Subcontractor's, supplier's, materialmen's personnel must not use the Town office or public restrooms that may be available at the Project(s) site without the prior consent of the manager of the facility or the Project Manager where there is no manager of a facility. The Contractor must provide and maintain at its own expense, in a sanitary condition, such accommodations for the use of his employees as is necessary to comply with the requirements including Chapter 46 of the Building Code and regulations of the State of Florida Department of Health and Rehabilitative Services or Dade County Health Department. The Contractor, his

employees or his Subcontractors must commit no public nuisance or use any facilities that have not been specifically provided for use by the Contractor.

The Contractor must furnish an adequate supply of drinking water for its and its Subcontractors' employees.

There must be adequate provisions made by the Contractor to ensure all disposable materials are properly disposed of and do not create a nuisance to the Town or the public. The location of the temporary facilities will be subject to the approval of the Project Manager.

Contractor is required to provide any necessary temporary utilities to the site, such as electric, water, and sanitary services to the site for new construction or additions to a facility. The Project Manager may authorize the use of existing utilities. Such decision will be made at the sole discretion of the Project Manager.

The Contractor is required to obtain all necessary permits required for any Project site facilities. Contractor is also be responsible to maintain such facilities in a safe and working condition.

All such facilities remain the property of the Contractor and the Contractor will be responsible for removal and disposal of such facilities prior to Final Acceptance.

## **26. SUBSTANTIAL COMPLETION, PUNCH LIST, & 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.



## **27. ACCEPTANCE AND FINAL PAYMENT**

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

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

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.

## **28. OWNERSHIP OF THE WORK**

The Contractor is solely responsible for all Work materials, supplies, and equipment, prior to final written acceptance. Contractor will be liable for all damage, theft, safety, transport and maintenance, until the Town issues final acceptance. The Contractor is responsible for the protection, and maintenance of all of its own tools, equipment, and vehicles.

## **29. RECORD SET**

During the work, Contractor must maintain records of all deviations from the existing data base of street lights as approved by the Towns PW Director or Project Manager. An electronic copy of as-built drawings showing accurately all changes and deviations made during construction shall be provided to reflect the work as it was actually constructed. It is the responsibility of the Contractor to check the As-Built Drawings for errors and omissions prior to submittal to the Town and to certify in writing that the As-Built Record Drawings are correct and accurate. The record document shall be in GIS data base to include fields with information on all fixture specifications: Zone, Pole Label ID No., address/location of pole, street name, luminaire, latitude and longitude coordinates, pole type, pole height and maintaining agency. As-built documents must be updated monthly as the work is being conducted as a condition precedent to payment. A final as-built drawing must be provided to the Town at no additional cost, including digital PDF versions.

Copies of all applicable warranties, operations manuals, and similar information should be submitted once project is completed and accepted.

**30. NPDES REQUIREMENTS**

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

**31. PROJECT SIGNAGE**

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

**32. 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 Sub-Contractor, under this Agreement. The Contractor must 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.

**33. INSURANCE**

If the Contractor is required to go on to Town property to perform work or services as a result of contract award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required herein.

The Contractor shall provide original certificates of coverage to the Procurement Division prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the Town Manager. The certificates must list the Town as ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the Town Manager if

circumstances change or adequate protection of the Town is not presented. Bidder, by submitting its bid, agrees to abide by such modifications.

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. The policies must include:

  - Waiver of subrogation
  - Statutory State of Florida
  - Limit of Liability
- 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 damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and must cover operation with respect to onsite and offsite operations and insurance coverage must extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability must not be less than \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.
- 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 Operations; (2) Independent contractors and Products and completed Operations; (3) Broad Form Property Damage,

Personal Injury and a Contractual Liability Endorsement, including any hold harmless and indemnification agreement.

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

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

- e. Umbrella Policy:** Contractor must provide a \$1,000,000, per occurrence, coverage with a \$1,000,000 aggregate limit. The policy must provide excess coverage on CGL, Business Automobile, and Employer's liability.
- f. 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.
- g. 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 retentions in the event of any claim.

**34. PERFORMANCE AND PAYMENT BOND**

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

Each Bond must be in the amount of one hundred percent (100%) of the Contract value guaranteeing to Town the completion and performance of the Work covered in the Contract as well as full payment of all suppliers, laborers, or subcontractors employed pursuant to this Project(s). Each Bond must be with a Surety, which is qualified pursuant to Article 35, Qualifications of Surety.

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

The Town must be listed as an Obligee.

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

Alternate Form of Security:

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

**35. QUALIFICATIONS OF SURETY**

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

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

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

### **36. 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 Project Manager or designee, should the Project 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 and coordinate its respective Work efforts to most effectively and efficiently progress the performance of the Work.

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

The apparent silence of the Contract 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.

### **37. RULES AND REGULATIONS**

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

### **38. SITE INVESTIGATION AND REPRESENTATION**

The Contractor acknowledges that by executing the Contract it has satisfied itself as to the nature and location(s) of the Work under the Contract including 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.

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 will be 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, at least forty-eight (48) hours 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 must 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.

### **39. METHOD OF PERFORMING THE WORK**

The apparent silence of the Contract 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 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.

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, has 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 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 has the right to order the Contractor to do either or both of the following: (1) improve its work force; and (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.

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 the Work issuance of the Notice to Proceed. Such staging plan must be revised and resubmitted as necessary during construction.

**40. 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. Contractor will not be liable for damages resulting from errors, omissions or discrepancies in the Contract unless Contractor recognized such error, omission or discrepancy and knowingly failed to report it to Project Manager.

**41. NOT USED**

**42. not used**

**43. PRODUCT DATA AND SAMPLES**

Contractor must submit four (4) copies of product data, warranty information and operating and maintenance manuals. Each copy must be marked to identify applicable products, models, options and other data. Contractor must supplement manufacturer's standard data to provide information unique to the Work.

Contractor must only submit pages that are pertinent. Submittals must be marked to identify pertinent products, with references to the specifications and the Contract. Identify reference standards, performance characteristics and capacities, wiring and piping diagrams and controls, component parts, finishes, dimensions and required clearances.

Contractor must submit a draft of all product data, warranty information and operating and maintenance manuals at 50% completion of construction.

Contractor must submit samples to illustrate the functional characteristics of the product(s). Submittals must be coordinated for different categories of interfacing Work. Contractor must include identification on each sample and provide full information.

#### **44. 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, and from those ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract, 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 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 must 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 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, the Director 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 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.

#### **45. 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 must remove and preserve any street signs, benches, traffic control signs, landscaping, and other similar items identified by the Project Manager and reinstall or deliver the items to the Town as directed by the Project Manager.

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

#### **46. COORDINATION OF THE WORK**

Operations and events/programs will be ongoing at the site where the Work will be performed. Prior to the commencement of the Work, the Project Manager will make every effort, based on available information, to notify the Contractor of any ongoing operations or events/programs scheduled at the Project site that may require coordination. The Contractor will be solely responsible for coordinating the Work to minimize any potential adverse impacts. Contractor will not be entitled to any days of delay for failure to properly coordinate the Work. The Contractor must notify the n writing Project Manager of any Work that will impact ongoing operations or

scheduled events/programs. Such notification must be provided to the Project Manager at least 72 hours in advance of the Contractor performing any such Work.

Contractor is responsible for coordination of all Subcontractors and suppliers who will perform under the Contract.

#### **47. ACCESS TO THE PROJECT SITE**

Town will provide, as may be indicated in the Contract 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 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.

#### **48. SAFETY PRECAUTIONS**

Contractor will be 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:

- All employees on the Project site and other persons who may be affected thereby;
- All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the Project site; and
- 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, and the Manual of Uniform Traffic Control Devices (MUTCD) 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 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 must immediately report to the Project Manager every accident to persons and must furnish in writing full information, including witness statements, regarding any and all accidents.

Contractor's duties and responsibilities for the safety and protection of the Work must continue until such time as all the Work is completed and Project Manager has issued the Contractor a notice of Final Acceptance.

**49. 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)**. The Contractor must complete the Trench Safety Act Form ("Form") and return the Form with its Proposal. Failure to submit said Form will result in the Contractor being deemed non-responsive. The Town in its sole discretion may allow the Form to be submitted during the evaluation process.

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.

**50. 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 a Work.

**51. 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.

**52. PROJECT MANAGEMENT**

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 Superintendent full time on the Project site, who will represent Contractor and all directions given to the Superintendent will be as binding as if given to Contractor. The Superintendent must not be changed except with the prior written consent of Project Manager. Contractor must provide properly licensed personnel where such personnel are required by any rule, regulations, or law. Contractor must give efficient supervision to the Work, using its best skill and attention.

The Project Manager and the Contractor will meet at least bi-weekly or as determined by the Project Manager, 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.

**53. SUBCONTRACTORS**

Contractor is solely responsible for all acts and omissions of its Subcontractors. Nothing in the Contract will create 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 response to the RFP. The replacement, addition, or deletion of any Subcontractor(s) will be subject to the prior written approval of the Project Manager or designee.

**54. 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.

The Contractor will be 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 has 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, 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.

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

The Project Manager will have authority to reject Work that does not conform to the Contract. Whenever, in their opinion, it is considered necessary or advisable to ensure the proper completion of the Work the Project Manager has 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, nor any decision made in good faith either to exercise or not to exercise such authority, will 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 will not be 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.

**55. INSPECTION OF THE WORK**

The Project Manager, Inspectors, 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, 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 is responsible for making arrangements for all tests and for all associated costs for all required testing. The original copies of all testing reports must 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. In such instances the Contractor must reimburse the Town for all incurred testing cost 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 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 or Consultant.

**56. 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 the appropriate Town permits to perform such work as may become necessary during the performance of the Work have been obtained. 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.

No Work is to be performed until required permits are provided to the Project Manager.

**57. 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.

**58. 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 the Project 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. 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).

**59. 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.

**60. DEFECTIVE OR NON-COMPLIANT WORK**

The Town Manager, Project Manager, or Consultant have 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, Contractor must 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 or Consultant, and if so ordered, the Work must be uncovered by Contractor. If such Work is found to be in accordance with the Contract, 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, Contractor must 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 within the time indicated in writing by the Town Manager or designee, the Town Manager or designee will have 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 to Contractor, or may be charged against the Performance Bond, if required by the Contract. In the event of failure of 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, 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 including but not limited to any claim regarding latent defects.

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

#### **61. FIELD DIRECTIVE**

The Project Manager or Consultant 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 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 must 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 66. At no time shall 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.

#### **62. CHANGE ORDERS**

Without invalidating the Contract and without notice to any Surety (if any), 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 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 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 or Work Order, 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 document, executed by the both parties. However, under circumstances determined necessary by Town, 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.

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 Contract for Change Order Work will be 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 16.

### **63. FORCE MAJEURE**

Should any failure to perform on the part of Contractor be due to a condition of Force Majeure then, the Town may allow an extension of time reasonably commensurate with the cause of such failure to perform.

If the Contractor is delayed in performing any obligation under the Contract due to a Force Majeure condition, the Contractor must request a time extension from the Town within five (5) 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. **Do Not Include** inclement weather except as permitted by Florida law and do not include the acts or omissions of Subcontractors or suppliers.

### **64. EXTENSION OF TIME**

Any reference in this section 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 Contract Time or Notice to Proceed (NTP) 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:

- 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;

- The Contractor demonstrates that the completion of the Work will be actually and necessarily delayed;
- 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 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 will be 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 will have been granted. The Town must be afforded the right to intervene and become a party to any suit or proceeding in which any such injunction must be 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 65, 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, does not waive the Town's rights under the Contract, including but not limited to the assessment of liquidated damages or declaring Contractor in default.

**65. 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 only 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 Articles 63 and 64.

Failure of Contractor to comply with Articles 63 and 64, 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.

**66. CLAIMS**

Contractor will only be entitled to submit a claim after submitting its request for additional compensation or time in accordance with Articles 63 and 64 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 5 within the timeframe established in Article 64, 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 Town Manager or designee 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 be entitled only to extensions 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 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 Article 63 and 64. 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.

## **67. 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 the coordination and performance of the Work.

Should the initial efforts at resolution not end in a mutual resolution then the Contractor notify in writing the Procurement Manager of the claim or dispute

The Contractor must submit its dispute in writing, with all supporting documentation, to the 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:

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

In the event the determination of a dispute under this Article is unacceptable to either party hereto, the party objecting to the determination must notify the other party in writing within fourteen (14) calendar days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Contract price or Contract

time adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) calendar days after completion of the Work or expiration of the Contract Term, the parties 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 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.

**68. CONTINUING THE WORK**

Contractor must continue to perform all Work under the Contract during all disputes or disagreements with Town, including disputes or disagreements concerning a request for a Change Order and Work must not be delayed or postponed pending resolution of any disputes or disagreements without the prior written approval of the Project Manager.

**69. FRAUD AND MISREPRESENTATION**

The Town may terminate this Contract, or any other contract(s) 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 of the contract(s).

**70. 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:

- Cancel the Stop Work Order; or
- Terminate the Work covered by such order as provided in Article 77, 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 Town Manager or designee, the Contractor may have been delayed by such suspension. In the event the Town Manager or designee 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.

**71. HURRICANE PREPAREDNESS**

During such periods of time as are designated by the United States Weather Bureau as being a hurricane warning, the Contractor, at no cost to the Town, must immediately respond by taking all precautions necessary to secure any Work threatened by storm events, regardless of whether the Contractor has been given notice of same by Project Manager or other Town representative.

Compliance with any specific hurricane warning 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.

**72. 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 Contractor. Any combustible waste materials must be removed from the work site(s) at the end of each day.

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

**73. MAINTENANCE OF TRAFFIC**

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

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

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

**74. 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.



## **75. 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:

- Any amount of any claim by a third party;
- Any Liquidated Damages, or;
- 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

## **76. CONTRACTOR DEFAULT**

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

An event of default will mean 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:

- The Contractor has not performed the Work in a timely manner;
- The Contractor has refused or failed to supply properly skilled staff or provided sufficient quantities of staff to perform the Work;
- The Contractor has failed to make prompt payment to Subcontractors or suppliers for any services, materials, or supplies provided to Contractor ;
- 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;
- The Contractor has failed to obtain the approval of the Town where required by the Contract;
- The Contractor has failed in the representation of any warranties stated herein;
- 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.

## **77. 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") and;

- Take such action as may be necessary for the protection and preservation of the Town's materials and property;
- Cancel all cancelable orders for materials and equipment;
- Remove all materials, supplies or equipment that may be used by the Contractor on the Work;
- 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;
- Take no action that will increase the amounts payable by the Town under the Contract; and take reasonable measures to mitigate the Town's liability under the Contract; and
- 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, 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.

**78. TOWN MAY AVAIL ITSELF OF ALL REMEDIES**

The Town may avail itself of each and every remedy stated in the Contract 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.

**79. 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.

**80. NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT**

Contractor must not unlawfully discriminate against any person, must 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 must comply with all applicable Federal, State of Florida, Miami-Dade County, and Town rules regulations, laws, and ordinance as applicable.

**81. 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.

**82. 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.

**83. ASSIGNMENT OR SALE OF CONTRACT**

The performance of this Contract must 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, in each instance, 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.

Any transference 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.

**84. MATERIALITY AND WAIVER OF BREACH**

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

**85. 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 must diligently render to the Town any and all assistance which the Town may require of the Contractor.

**86. FUNDS AVAILABILITY**

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

**87. ACCESS, REVIEW AND RELEASE OF RECORDS**

Town has 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.

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.

The Contractor must comply with the applicable provisions of Chapter 119, Florida Statutes and Town has 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.

**88. ROYALTIES AND PATENTS**

The Contractor, without exception, shall indemnify and save harmless the Town and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by Town. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Submittal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

**89. 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 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.

**90. 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.

**91. 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.

**92. SEVERABILITY**

In the event any provision of the Contract 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 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 will be made within seven (7) calendar days after the finding by the Court becomes final.

**93. CONTRACT CONTAINS ALL TERMS**

The Contract and all documents incorporated into the Contract 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 will be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

**94. ENTIRE AGREEMENT**

The Contract, 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 will not be deemed to be a waiver of any other breach of any provision of the Contract.

**CONTRACT EXECUTION FORM**

This Contract **20XX-XX** made this \_\_\_\_\_ day of \_\_\_\_\_ in the year **20\_\_** in the amount of \$**XXX,XXX.XX** by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and **Name of Contractor**.

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

Attest:

TOWN OF MIAMI LAKES

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

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

By: \_\_\_\_\_  
Town Attorney

Signed, sealed and witnessed in the presence of:

As to the Contractor:

**Contractor's Name**

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

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

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

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

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

**CORPORATE RESOLUTION**

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

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

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

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

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

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

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

(Corporate Seal)



**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. **20XX-XX**, awarded the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with Town which Contract Documents are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated damages, and other damages identified, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

1. Performs the Contract between Contractor and Town for construction of **Contract Title**, 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. 20XX-XX**, for the **Contract Title**, 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

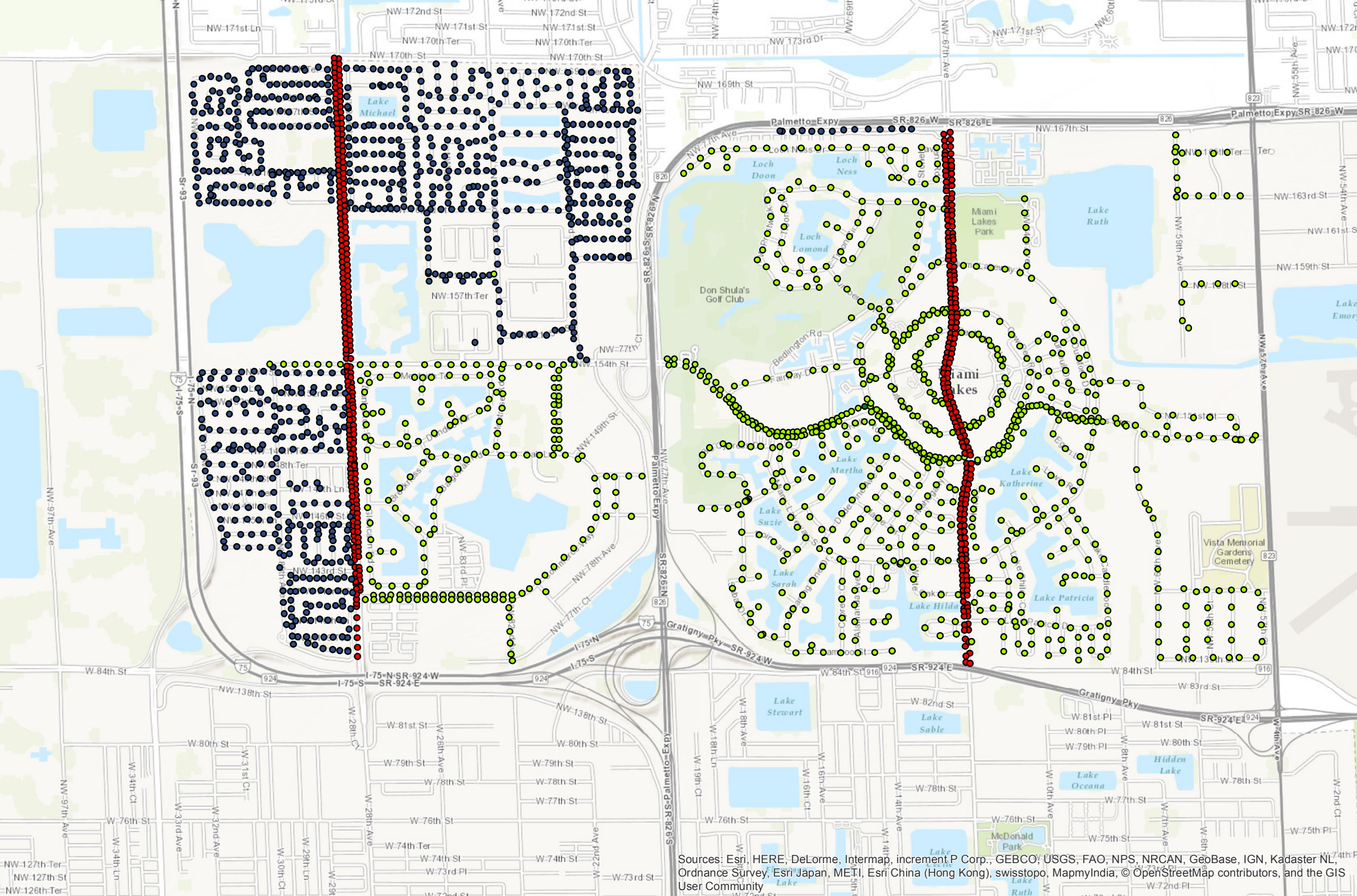
Address: \_\_\_\_\_.

(Street)

\_\_\_\_\_  
(City/State/Zip Code)

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





Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

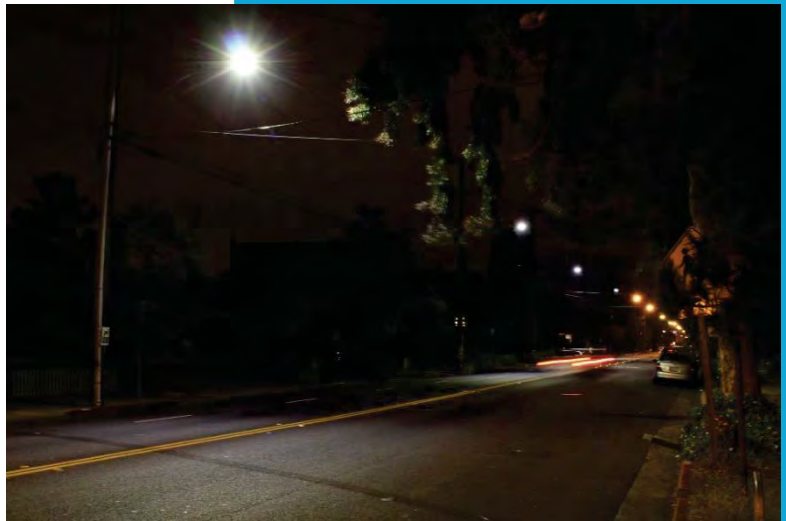


*Bringing passion to light.*

# PROPOSAL IN RESPONSE TO THE TOWN OF MIAMI LAKES' REQUEST FOR PROPOSALS (RFP No. 2016-34) FOR LED STREET LIGHT CONVERSION PROGRAM

**Submitted to:**  
**Office of the Town Clerk**  
Town of Miami Lakes Government Center  
6601 Main Street  
Miami Lakes, Florida 33014

**Submitted by:**  
**Jason Tanko**  
**President**  
Tanko Street lighting, Inc.  
220 Bayshore Ave.  
San Francisco, CA 94124  
415-254-7579 (phone)  
415-822-3626 (fax)  
jason@tankolighting.com



July 13, 2016

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# I. QUALIFICATIONS, EXPERIENCE AND PROJECT HISTORY

## A. Introductory Letter

*In an introductory letter not to exceed two (2) pages, clearly describe proposer's ability to successfully perform the scope of services enumerated herein to identify how the firm meets each minimum qualification requirement stated in Article 1 above and affirm proposer's understanding of key program components and applicable laws or regulations. This letter shall be signed by the individual authorized to bind the Contractor to the proposal and include firm name, contact names, mailing address, telephone number and email address.*

July 13, 2016

Office of the Town Clerk  
Town of Miami Lakes  
Government Center  
6601 Main Street  
Miami Lakes, Florida 33014

Dear Office of the Town Clerk,

Tanko Streetlighting, Inc. ("Tanko Lighting") appreciates the opportunity to submit for your review this proposal in response to the Town of Miami Lakes' Request for Proposals (RFP No. 2016-34) for LED Street Light Conversion Program. Please find Tanko Lighting's completed Required Forms in Appendix K and its completed required Proposer Profile Form in Appendix L<sup>1</sup>.

Tanko Lighting is a national firm focused solely on providing professional services for turn-key municipal energy efficiency street light conversion projects. The company has previously been or is currently involved with the energy efficiency conversion of more than 250,000 street lights throughout the nation.

Tanko Lighting understands the Town's desire to select a partner that can assist with converting the Town's approximate 915 High Pressure Sodium (HPS) cobra head street lights to Light Emitting Diode (LED) lights, as well as installing a monitor system and providing cost-effective financing.

Tanko Lighting meets the Town's Minimum Qualification Requirements (as stated in Article 1 of the RFP) via the following specifics:

---

<sup>1</sup> Please note that the Town's RFP required that financial statements for the proposer be submitted with the Proposer Profile Form. Tanko Lighting has complied with this requirement and has provided its most recent Financial Statements in Appendix L. However, Tanko Lighting claims an exemption to disclosure as provided by Florida Statute Chapter 119.071 for the Financial Statements (marked as Confidential) in Appendix L, given that said Florida Statute states: "(c) Any financial statement that an agency requires a prospective bidder to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from x. 119.07(1) and s. 24(a), Art. I of the State Constitution". Given that Tanko Lighting is a privately owned company, these Financial Statements are confidential and would do unnecessary harm if they were made publicly available. As such, Tanko Lighting claims an exemption to the disclosure requirement for the provided Financial Statements in Appendix L.



1. Tanko Lighting has been involved with street lighting projects since 2003. Within the last seven years, Tanko Lighting has completed more than sixty projects focused specifically on municipal LED street light conversions. Each project varies in size and complexity, but the average project typically involves between 5,000 and 10,000 street lights and a variety of cobra head and decorative fixture types. Please find project examples in the completed Project Data Forms in Appendix A.
2. Tanko Lighting is recommending LED luminaires for this project that are on the pre-approved FPL list. Please find product technical information in Appendix B.
3. Tanko Lighting is partnering with G&R Electric Corp. ("G&R Electric") – a local, qualified, and licensed electrical contractor (G&R Electric currently serves as the Town of Miami Lakes' street light maintenance contractor) – for the installation services related to the project. Please find G&R Electric's State of Florida Electrical Contractor Licenses in Appendix C.
4. Tanko Lighting's proposal includes a five (5) year warranty on each LED luminaire, per the Town's requirements. Please find warranty information in Appendix B.
5. Tanko Lighting currently has the bond capacity to execute this project. Please see Appendix D for a letter from Tanko Lighting's bond surety company, confirming its ability to obtain the required Performance and Payment bonds for this project.

Tanko Lighting is distinguished from other competitors by its passionate and sole focus on street lighting, which enables it to be steeped in the necessary technical knowledge and market context of municipal street lighting projects. This also enables it to appropriately translate technical information, market context, and industry standards into appropriate, high quality and cost effective projects for its customers.

Tanko Lighting expertise and experience renders it significantly qualified to ensure that the Town of Miami Lakes' LED street light conversion results in accessible, efficient, accurate, cost effective and ultimately expedited project execution that will provide unparalleled value for the Town and will ensure the success of this project.

Please let us know should you have any questions. We look forward to your feedback.

Regards,



Jason Tanko  
President  
Tanko Lighting  
220 Bayshore Blvd.  
San Francisco, CA 94124  
415.254.7579  
jason@tankolighting.com

Enclosures



## B. Project History

*Proposer must have completed a minimum of three (3) projects of a similar size, scope and complexity in the last seven (7) years. Complete and include a separate Project Data Form for each qualifying project.*

Tanko Lighting is a privately held S Corporation based in San Francisco, CA (Federal Tax ID No: 26-2819585). Tanko Lighting holds electrical contractor licenses in the States of California and Arizona, is a Certified Contractor by the Commonwealth of Massachusetts' Division of Capital Management and Maintenance (DCAMM), a Qualified Vendor with the Connecticut Conference of Municipalities, and is a registered Energy Services Company (ESCO) with the United States Department of Energy.

Tanko Lighting is focused exclusively on municipal energy efficiency street lighting conversion projects. With decades of experience serving this market, Tanko Lighting is the municipal street light expert. Because of its technical experience and national context, Tanko Lighting is intimately familiar with industry standards and trends.

Since 2003, Tanko Lighting has been assisting municipalities with their street lighting needs. A national firm, Tanko Lighting is focused solely on providing professional services for turn-key municipal energy efficiency street light conversion projects. The company has previously been or currently involved with the energy efficiency conversion of more than 250,000 street lights throughout the nation. Recent projects include:

- Goffstown, NH (460 fixtures)
- North Stratford, NH (50 fixtures)
- New London, CT (3,500 fixtures)
- Berlin, CT (2,500 fixtures)
- Rocky Hill, CT (1,600 fixtures)
- Vernon, CT (1,700 fixtures)
- West Hartford, CT (6,000 fixtures)
- Jewett City, CT (300 fixtures)
- East Lyme, CT (1,500 fixtures)
- Wolcott, CT (980 fixtures)
- Andover, MA (1,500 fixtures)
- Leominster, MA (3,573 fixtures)
- Everett, MA (3,333 fixtures)
- Wayland, MA (700 fixtures)
- Watertown, MA (800 fixtures)
- Warren, MA (430 fixtures)
- Somerville, MA (5,000 fixtures)
- Malden, MA (3,500 fixtures)
- Lowell, MA (8,500 fixtures)
- Sudbury, MA (500 fixtures)
- Millis, MA (500 fixtures)
- Hopkinton, MA (500 fixtures)
- Westfield, MA (4,000 fixtures)
- Sharon, MA (1,600 fixtures)
- Winchester, MA (1,600 fixtures)
- Berkeley, CA (8,000 fixtures)
- Hayward, CA (7,700 fixtures)
- Napa, CA (4,500 fixtures)
- Sonoma, CA (1,200 fixtures)
- San Bruno, CA (2,000 fixtures)
- Pleasanton, CA (5,600 fixtures)
- Rancho Cordova, CA (6,500 fixtures)
- West Hollywood, CA (2,300 fixtures)
- Santa Ana, CA (11,500 fixtures)
- Vista, CA (2,200 fixtures)
- Silicon Valley Power, Santa Clara, CA (5,000 fixtures)
- Alameda Municipal Power, Alameda, CA (3,200 fixtures)
- Fairfield, CA (8,000 fixtures)
- Modesto, CA (9,500 fixtures)
- Lodi Electric Utility, Lodi, CA (7,200 fixtures)
- Morgan Hill, CA (2,500 fixtures)
- Oakland, CA (30,000 fixtures)
- Vacaville, CA (5,000 fixtures)
- Vallejo, CA (9,000 fixtures)
- Kauai Island Utility Cooperative, Island of Kauai, HI (3,500 fixtures)
- Glastonbury, CT (1,000 fixtures)
- Groton, CT (1,500 fixtures)
- Darien, CT (850 fixtures)
- Groton Utilities, CT (2,500 fixtures)
- Meriden, CT (4,300 fixtures)

Specific examples of Tanko Lighting's recent turn-key projects include:



- [New London, CT](#): Tanko Lighting is currently assisting the City of New London, CT with a turn-key LED streetlight conversion project. Tanko Lighting completed an audit, design, equipment selection and is currently in the final stages of the installation phase of the project.
- [West Hartford, CT](#): Tanko Lighting is currently assisting the City of West Hartford, CT with a turn-key LED streetlight conversion project. Tanko Lighting completed an audit, design, equipment selection and is currently in the final stages of the installation phase of the project.
- [Berkeley, CA](#): Tanko Lighting provided the City of Berkeley with turn-key support to implement its comprehensive streetlight conversion project. This complex project included a total of more than 8,000 fixtures, 6,800 of which were cobra head fixtures and approximately 1,200 were more than twenty-one different styles of decorative fixtures. Tanko Lighting provided project management support, engineering services (including a comprehensive neighborhood design/value engineering phase that updated the fixture design to be more consistent with current field conditions, which resulted in an increase of approximately twenty-five percent of energy savings from original project design estimates), cost-benefit analysis of various technologies, field light measurement analyses, GIS field auditing and commissioning, product procurement, pole tagging, environmental disposal/recycling, data reconciliation, installation management, rebate/rate change support, reporting for available State financing, and administrative services.
- [Modesto, CA](#): Tanko Lighting provided the City of Modesto with turn-key support to implement its comprehensive streetlight conversion project of approximately 9,800 cobra head fixtures. Tanko Lighting provided project management support, engineering services (including a comprehensive neighborhood design/value engineering phase that updated the fixture design to be more consistent with current field conditions, which resulted in an increase of approximately ten percent of energy savings from original project design estimates), implementation of an entirely new numbering/tagging system, cost-benefit analysis of various technologies, field light measurement analyses, GIS field auditing and commissioning, product procurement, environmental disposal/recycling, data reconciliation, installation management, rebate/rate change support, and administrative services.
- [Vallejo, CA](#): Tanko Lighting provided the City of Vallejo with turn-key support to implement its comprehensive streetlight conversion project of approximately 9,000 cobra head fixtures, utilizing City crews for installation. Tanko Lighting provided project management support, engineering services (including a comprehensive neighborhood design/value engineering phase that updated the fixture design to be more consistent with current field conditions, which resulted in an increase of approximately forty percent of energy savings from original project design estimates), pole tagging, cost-benefit analysis of various technologies, field light measurement analyses, GIS field auditing and commissioning, product procurement, environmental disposal/recycling, data reconciliation, installation management, rebate/rate change support, and administrative services. Tanko Lighting also provided logistics support to assist the City's own installation crews.
- [Kauai Island Utility Cooperative \(Kauai, HI\)](#): Tanko Lighting recently completed Phase 1 of a turn-key project with Kauai Island Utility Cooperative by providing a comprehensive GIS audit of the existing streetlight inventory, as well as data reconciliation, equipment recommendations, design/replacement plan, and cost/savings estimates. The results of these recommendations led to Phase 2 of the project – LED conversion, which Tanko Lighting is currently project managing
- [Silicon Valley Power \(Santa Clara, CA\)](#): Tanko Lighting recently completed a turn-key project with Silicon Valley Power by providing a comprehensive GIS audit of the existing streetlight inventory, as well as data reconciliation, equipment recommendations, design/replacement plan, cost/savings estimates, product procurement,

installation coordination, stakeholder outreach, commissioning, rebate/rate change coordination, and reporting.

- **Warren, MA:** Tanko Lighting is currently assisting the Town of Warren, MA with a turn-key LED streetlight conversion project – the first phase of which involved a GIS audit, data reconciliation, design, cost/savings estimates, and acquisition assistance – including valuation support and Town negotiations, and financial feasibility analysis.

Please find additional specifics of project examples in the completed Project Data Forms in Appendix A.

## C. Project Manager

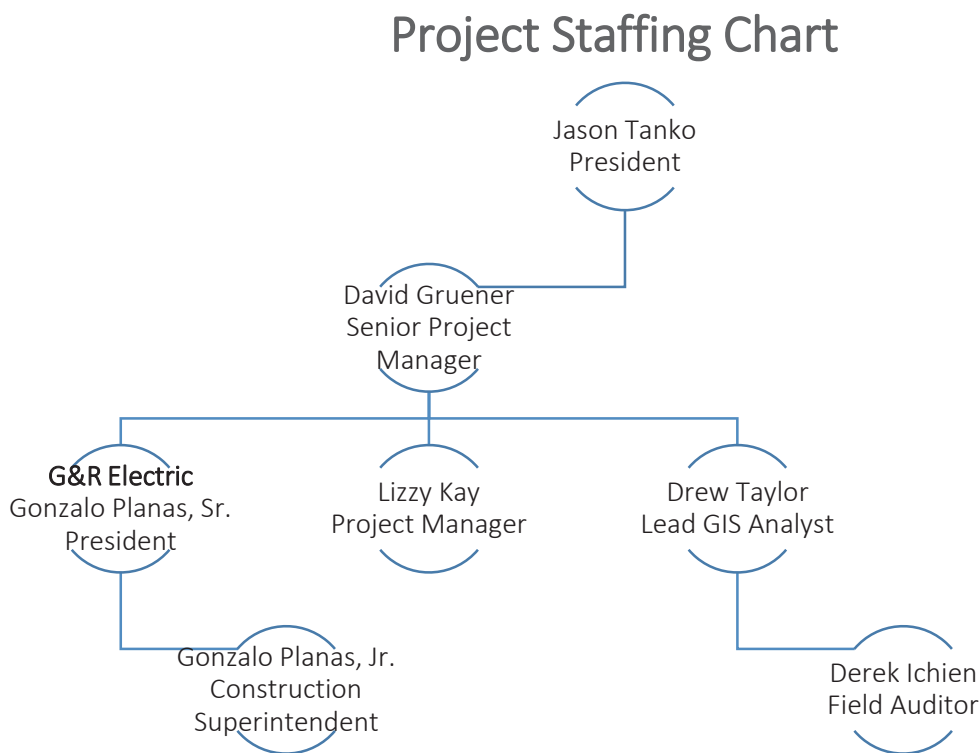
*Provide resume for the Project Manager assigned to this project including project history, applicable licenses, certifications and trainings. Insert the completed Project Manager Experience Questionnaire Form.*

David Gruener will be Tanko Lighting's Project Manager assigned to this project. Mr. Gruener has significant data management, energy efficiency, and information systems expertise. He manages company projects, as well as auditors, commissioners, and the data collection process from installers. Please find the completed Project Manager Experience Questionnaire Form in Appendix E. Please find Mr. Gruener's resume in Appendix F.

## D. Staffing Chart for This Project

*Provide a chart showing firm's staffing configuration with respect to this project. In addition, identify and provide resumes for all key project team members to include information about licenses, certifications & trainings required to perform the job specified herein.*

Please find Tanko Lighting's staffing chart for the Town of Miami Lakes' LED Street Light Conversion Program below. For resumes, please see Appendix F – Key Staff Resumes.



## II. PROGRAM APPROACH AND WORK PLAN

### A. Project Approach

*Proposer shall convert the proposed scope of services into a detailed programmatic approach addressing all work elements, including project supervision, a project schedule, accounting methods and information regarding subcontractors providing materials/services in order to complete the work. Project schedule should include details of assumptions regarding product lead time, necessary permitting and other potential factors that may impact the timeline.*

Tanko Lighting understands the Town's desire to select a partner that can assist with converting the Town's approximate 915 High Pressure Sodium (HPS) cobra head street lights to Light Emitting Diode (LED) lights, as well as installing a monitor system and providing cost-effective financing.

In response, Tanko Lighting will provide the following services to assist the Town with achieving its goals for this project. Please note that many of these services were not specifically required in the Town's Scope of Services section of the RFP. However, based on Tanko Lighting's extensive project experience, the following approach is the most responsible way to properly implement a streamlined LED street light conversion project. Note that Tanko Lighting's pricing for this project includes all of the tasks outlined in the following approach.

The following work will be completed in accordance with the contractor responsibilities set forth by the Town in Section II, subsection three of the RFP.

### Phase 1: Project Development

This task is paramount to the Town effectively understanding its current infrastructure and appropriately planning so that the LED conversion project maximizes savings. To that end, Tanko Lighting will offer strategic planning services and analysis to ensure that this task accurately establishes the needs and scope of the entire project and minimizes the need for costly change orders and delays. Task 1 will include the following activities:

#### Task 1: Comprehensive GIS Audit of Existing Street Lights

Tanko Lighting will conduct a Geographic Information System (GIS) audit for this project. In Tanko Lighting's experience, a proper GIS audit is essential to equipping the Town with a comprehensive and accurate understanding of its existing infrastructure. The GIS audit is pivotal, as the information it provides enables appropriate design and product procurement. The GIS audit also results in streamlined installation, as it identifies potential obstructions and other on-site challenges.

It should be noted that Tanko Lighting utilizes the most state-of-the-art technology, with spatial accuracy within +/- one meter (compared with many competitors whose devices have a margin of error of up to fifteen feet), and utilizes the industry standard software – ESRI's ArcGIS – to process data and provide shape files that are fully compatible with the Town's GIS records.

The preparation phase for the audit will involve the following activities that are critical to the accuracy of the data collection:

- Tanko Lighting working with Town staff to clearly define audit scope, including priority areas and/or Town borders or other areas containing non Town -owned fixtures



- Tanko Lighting developing and providing to Town staff for approval a list of the characteristics (the “Data Dictionary”) of the data that will be collected during the audit
- Town staff providing Tanko Lighting with all available Town and utility records for existing inventory
- Tanko Lighting reviewing these data records to determine which should be utilized for the data reconciliation phase
- Tanko Lighting initiating rate change processes with the utility
- Tanko Lighting developing audit maps, scheduling and dispatching auditors to the field

Once the preparation phase is complete, the audit will commence.

Tanko Lighting will collect data on the existing inventory and identify attributes on-site, including:

- The horizontal Global Positioning System (GPS) coordinates (latitude, longitude) of each fixture location
- Luminaire type
- Pole mounting configuration
- Luminaire wattage
- Pole height, mounting type, and mast arm length
- Pole type
- Street or highway name
- Nearest street address and intersecting street
- Physical attributes and/or issues – such as paint color, electrical hazards, graffiti, tree obstructions, etc.

Tanko Lighting’s auditors will collect and transmit data points daily. Tanko Lighting will compile data weekly to provide the Town with a Weekly Audit Report (please see Appendix G for a Sample Weekly Audit Report). The Weekly Audit Report will enable the Town to identify and address any immediate safety concerns, as well as other issues – such as observed infrastructure failure in need of replacement and tree trimming – that may need attention prior to project installation.

Unlike other potential providers, Tanko Lighting is an industry expert focused solely on street lighting. Tanko Lighting has built its own in-house data team with the right blend of both street lighting technical expertise and data analysis skills to collect and reconcile accurate project data. Further, Tanko Lighting’s field auditors have accurately collected data on tens of thousands of street light fixtures nationwide – ensuring that the Town’s audit will be conducted by highly qualified professionals with tremendous experience. This renders Tanko Lighting as the most qualified to perform the GIS audit, as its staff is extremely experienced in the nuances and characteristics of all street light installations.

#### Deliverables:

- Weekly Audit Reports: An overview map listing the locations completed during the data collection phase (showing both weekly and comprehensive progress), along with a description of any issues that the Town would need to devote immediate attention to – including electrical hazards, tree trimming needs, etc.

## Task 2: Data Reconciliation

Simultaneously with the GIS audit, Tanko Lighting will conduct a thorough and detailed investigation of the Town’s existing records, including utility billing records and maps. Tanko Lighting will reconcile these Town records with the data from the Town-wide GIS audit to confirm ownership, and billing record accuracy. In Tanko Lighting’s experience, cross-referencing these various data sources results in extremely precise and clean data.

#### Deliverables:



- Pre-Construction Existing Inventory GIS Records: Electronic GIS records (in an ArcGIS geodatabase format) for all existing inventory in the Town that has been reconciled with available utility and Town records. This information will be provided as part of the final GIS data submitted upon completion of the project.
- Reconciliation Report: A concise report detailing any discrepancies found between records during the data reconciliation process.

### Task 3: Replacement Plan

In Tanko Lighting's experience, a comprehensive LED street light conversion project is the ideal opportunity for a municipality to reassess its entire street lighting design and ensure that field conditions are optimized for all applications in the design. To achieve this, Tanko Lighting routinely conducts Town-wide design reviews for each of its turnkey street lighting projects.

Tanko Lighting will utilize industry standards – which typically involves organizing the existing street light infrastructure by road classification (e.g. arterial, collector, residential streets) and applying standard LED replacement wattage recommendations based on the location of each existing HPS fixture. Further, if the Town identifies any over- or under-lit areas that are of special concern, Tanko Lighting will apply additional analysis to these limited locations, in an attempt to provide an appropriate design.

The overall benefits to Tanko Lighting's design approach include:

- **Standardization** – The Town is ensured that there is a consistent design method resulting in wattage continuity on its streets. Standardization also leads to a reduction in the variety of fixtures that the Town must keep in its inventory
- **Safety** – Based on the most updated field conditions, the Town can be assured that the design matches the system's current needs and results in improved public safety from streets no longer being under or over lit
- **Efficiency** – The process takes a very thorough approach by examining all relevant field factors and thereby maximizes the available savings by utilizing the most efficient design, while meeting light output needs

#### Deliverables:

- Replacement Plan Map: Town-wide map with recommended LED replacement wattages for the Town to review and approve.

### Task 4: Development of Final Scope of Work

Tanko Lighting will closely coordinate with Town staff throughout the planning phase to solicit feedback, obtain information and resources, and discuss strategy. Once the data is compiled and the analyses are completed, Tanko Lighting will develop a final Scope of Work that will include all project details, including LED street light replacements, final cost estimates and energy savings analysis. Tanko Lighting will await approval prior to the commencement of project implementation.

#### Deliverables:

- Final Scope of Work: An outline of the final project details, which will be delivered and approved by the Town prior to the commencement of project implementation.

## Phase 2: Project Implementation

This task is the crux of the entire project, as it will be the point at which installation occurs and the first opportunity for the public to experience the project's benefits. Tanko Lighting will carefully orchestrate logistics and provide post-installation commissioning to ensure that this phase of the project is executed with the utmost professionalism. Task 2 will include the following milestones:

### Task 1: Materials Procurement

Tanko Lighting will purchase the Town's preferred fixtures and will stage the receipt of fixture shipments for installation in a manner that ensures the secured storage of materials at the designated storage location for the project.

#### Deliverables:

- Product Submittals: Upon approval of final project design, Tanko Lighting will provide the Town with final product submittal sheets for final approval. Once submittal sheets have been approved, Tanko Lighting will order the materials.

### Task 2: Community Outreach and Notification

Tanko Lighting believes that proper coordination of information and outreach to stakeholders is an essential part of ensuring a successful street light conversion project. To that end, Tanko Lighting will coordinate with the Town to help develop a community outreach and notification plan prior to the commencement of any project activities. The plan will ensure project awareness and minimize public disturbance. Specifically, Tanko Lighting will develop the message and provide the schedule to the Town's media staff. Further, Tanko Lighting will assist with the Town's efforts via a preconstruction informational session and community walk through during the evaluation of the sample fixture installations.

#### Deliverables:

- Project Messaging and Schedule: Specific language, draft press release, and timelines related to project activities to assist with notifying community members of the project.

### Task 3: Logistics Management

Tanko Lighting will ensure that all logistics are carefully coordinated for the project. Tanko Lighting will work with the Town's main point of contact to develop an installation plan that minimizes inconvenience to the Town and includes ordering schedules, traffic control plan, waste disposal procedures (that comply with all applicable State and Federal laws), and installation and commissioning schedules (including hours of installation) as required, to the Town.

Tanko Lighting will maintain proper communication and coordination with installers to ensure installation quality, work and public safety, compliance with project schedule and proper handling of waste. Tanko Lighting will facilitate a pre-construction Kick-Off meeting with Town staff and installers to review the traffic control plans, work safety, public safety and waste material handling procedures and requirements prior to the start of installation.

#### Deliverables:

- Logistics Management Details: Ordering, traffic control plans, required permits, disposal strategy, pre-construction meeting, ongoing meetings, installation and commissioning schedules.

## Task 4: Installation

Tanko Lighting routinely partners with subcontractors for installation for its turn-key municipal street lighting projects. Tanko Lighting contends that this is an ideal way to utilize local knowledge and leverage taxpayer dollars back to the local economy. As such, Tanko Lighting is very familiar with how to properly solicit, vet and manage qualified local subcontractors.

In preparation for this proposal, Tanko Lighting solicited local firms, reviewed a variety of factors, including price, qualifications, availability of crews, and responsiveness, and selected G&R Electric Corp. (“G&R Electric”) for the project’s installation scope of work. G&R Electric has been operating in Florida for nearly three decades, offering a wide range of electrical contracting services for both the private and public sectors. G&R Electric has served on a variety of outdoor LED conversion projects, including a parking lot conversion in Plantation, FL and a residential street lighting LED conversion in Miami Beach, FL. Additionally, G&R Electric currently serves as the Town of Miami Lakes’ street light maintenance contractor.

G&R Electric will provide safety, installation, traffic control, environmental disposal, and maintenance services for this project. G&R Electric’s efforts will be directed by a Construction Superintendent, who will be responsible for all logistics and field installation, including safety and traffic control, and all management of field staff.

G&R Electric will provide at least two installation crews and it is expected that each installation crew will install an average of thirty fixtures per day. Installers will ensure that an electrical inspection is conducted prior to installation of the new luminaire to confirm that the current electrical connection is adequate. Any inadequate locations will be so noted on the Weekly Installation Report.

Completion of the project commissioning (see Commissioning section below) will coincide at the end of the installation phase to quickly address any errors, punch list items, or troubleshooting needs.

Utilizing the data from the audit and design process, Tanko Lighting will develop installation maps (see Sample Installation Map in Appendix G) and provide to installers and relevant Town staff for accurate project tracking.

It should be noted that, upon request, Tanko Lighting can provide pole labeling for all fixtures or just a subset of fixtures missing labels. If a labeling strategy is of interest to the Town, Tanko Lighting will develop a scope of work based on the Town’s needs and an estimated additional cost for these services.

An additional feature of Tanko Lighting’s approach is that its GPS data collection activities are not limited to the auditing phase – but are integrated throughout project implementation – as a routine practice. Tanko Lighting is able to stay intimately involved with the daily installation phase via its data collection protocols that are required of all installers. Tanko Lighting will ensure that installers are equipped with handheld GPS devices and train them in collecting relevant data on both the HPS fixtures being removed, as well as the LED fixtures being installed. Installers will be required to collect data at every location and transmit it daily to Tanko Lighting. Tanko Lighting’s in-house data analysts will review the data, reconcile it against the audit data, as well as Town and utility records, which will result in a precise understanding of the project’s progression. Tanko Lighting is able to track each crew’s daily progress via time-stamped data on every fixture location. This not only enables Tanko Lighting to know every location where each crew has been, it also allows Tanko Lighting to track the routes that each crew has used and any inefficiencies in the process. Tanko Lighting reviews this information on a daily basis, which allows it to provide immediate instruction to crews on any course corrections necessary. Tanko Lighting’s proven experience with managing installation crews through data collection activities routinely integrated into the installation phase ensures the accuracy and accountability of project partners.

Tanko Lighting will use the installation data to provide Weekly Installation Reports to the Town (see Sample Weekly Installation Report in Appendix G).

Tanko Lighting will be responsible for warranty work related to materials for a period of five years from the Town's acceptance and warranty work related to installation for a period of one year from the Town's acceptance of the project (please note that additional warranty options are outlined in Section III below). The warranty will cover fixture or photocell failure and issues related to the installation, such as incorrect mounting or wiring of fixture. The warranty will not cover issues unrelated to the installation, such as fuse failure, knockdowns, wire shorting, disconnection of the pole or arm from power source, weather related damage, Acts of God, vandalism, or unrelated capital work impacting the pole or fixture.

Upon installation, the Town or its standard maintenance contractor will be responsible to serve as first-responder to any and all outages, shall identify locations where warranty-related work is necessary, and will notify Tanko Lighting of the warranty-related locations so that a remedy can be implemented. Tanko Lighting will dispatch and ensure that the location is properly remedied within three (3) days of the Town's notice.

#### Deliverables:

- Installation Maps: Maps with particular locations and fixture information used to dispatch installation crews and allow Town staff to track installation routes.
- Weekly Installation Report: A detailed listing of the locations completed during the installation phase, along with maps corresponding to locations.

### Task 5: Commissioning

Given Tanko Lighting's significant focus on thorough data collection during both the audit and installation phases, approximately ninety-five percent of the commissioning efforts take place during the time of installation. This is due to the fact that Tanko Lighting can quickly validate the installation data against the confirmed audit data (which is validated against municipal records during the Data Reconciliation phase) and accurately identify any locations where both data sets do not match. This ensures tremendous precision that establishes a finite subset of the installation locations that require additional review. Final data collection is obtained during the commissioning phase, which includes a field inspection to confirm installations. This process often includes capture of additional GPS locations and taking pictures at many locations to confirm installation status.

Upon completion of the installation, Tanko Lighting will ensure that the installers perform final inspection on all fixtures, correct any "punch list" items, test lights to ensure that they work, and identify locations where repair needs Town assistance. Tanko Lighting will provide the Town with a complete commissioning report outlining any errors and actions taken to correct errors.

#### Deliverables:

- Commissioning Report: Detailed analysis of final installation verification and testing, including an outline of any errors and actions taken to correct errors.

### Phase 3: Project Closeout and Deliverables

A project is never completed until the final documentation and administrative requirements are met. Tanko Lighting understands that proper follow through is essential to considering a project successfully executed. To that end, Tanko

Lighting will coordinate all final reporting and data requirements to ensure that the Town considers the project is compliant and complete. Phase 3 will include the following milestones:

### Task 1: Tariff Change Coordination

Although not required in the Town's RFP, Tanko Lighting contends that it has the experience and data necessary to provide tariff change submissions with the utility as a value-added task. As such, Tanko Lighting will coordinate with the utility on changing tariffs to the newly-installed LED fixture rates. Tanko Lighting will provide the administrative support to not only process the tariff changes, but also to amend billing records with the utility.

Tanko Lighting will closely coordinate with Town staff on the status of tariff changes on an ongoing basis, to troubleshoot any issues with the Town, and to keep Town staff informed of the status of the processes.

#### Deliverables:

- Tariff Change Documentation: A compilation of copies of paperwork submitted and processed with the utility regarding tariff changes.

### Task 2: Photometric Confirmation

Tanko Lighting will provide photometric confirmation post-installation that installed LED fixtures match design. This will be based on field data collected at one location per roadway classification type (residential, collector, and arterial).

#### Deliverables:

- Post-Installation Photometric Analysis: Documentation supporting that the installed replacement lights either meet or exceed previously existing lighting levels.

### Task 3: Final Reporting

Tanko Lighting will provide all necessary documentation to fulfill the requirements of the Town's compliance and reporting for this project. This includes:

- All applicable product warranties and service, maintenance and operations manuals
- "As-built" record documents of newly installed (as well as GIS records of existing conditions) LED street lights in the form of electronic GIS format records
- Environmental waste disposal documentation

#### Deliverables:

- Final Reporting Documentation: Final pre- and post-construction electronic GIS records for all newly-installed street lights in the Town, product warranties and manuals, and environmental waste disposal documentation.

## Project Schedule

Please find Tanko Lighting's Proposed Schedule below. Please note the following regarding the schedule:

- Tanko Lighting's extensive project experience enables it to accurately predict the duration of this project. However, there are a variety of factors outside of Tanko Lighting's control with regards to the timeline of the project. These factors include product availability, Town's ability to provide feedback on requests and design recommendations, permitting processes (which were not provided/explained in the Town's RFP), and weather-

related factors. Tanko Lighting is unable to predict such factors in the current schedule but will work with the Town to mitigate delays from any such factor, should they actualize during the project.

### Proposed Schedule

Task	Estimated Completion Date
GIS Audit	NTP + 3 weeks (includes time to gather existing Town records)
Data Reconciliation	3 weeks after Audit completion
Replacement Plan	Initial Design Submission = 1 week after Data Reconciliation completion; Final Design Submission = 2 weeks after Town feedback
Materials Procurement	<u>Submittals to City</u> = 1 week after Town approval of Design; <u>Ordering</u> = 1 week after Town submittal approval; <u>Shipment of Fixtures</u> = 6 – 8 weeks from order placement
Logistics Management	2 weeks prior to Installation
Community Outreach	2 – 4 weeks prior to Installation
Installation	<u>Commencement</u> = 1 week from material receipt; <u>Substantial Completion</u> = 3 weeks from commencement
Commissioning & Final Punch List	2 weeks following Substantial Completion
Final Reporting	3 weeks following Substantial Completion

## Accounting Methods

Tanko Lighting's turn-key services are integrated into a fixed per fixture price. This ensures that the project will not be overrun by change orders and simplifies the accounting processes. Tanko Lighting will invoice the Town on a monthly basis during the installation phase for the per unit turn-key service price for each fixture installed. Tanko Lighting will provide installation documentation to support the quantities it bills on a monthly basis. Tanko Lighting will offer Net 30 payment terms to the Town.

## B. Special Problems or Concerns

*Identify any special problems or concerns that may be associated with the work and preliminary ideas about how these items should be addressed, to include but not be limited to traffic control, resident grievances, verification of supply voltage and recycling services (luminaires, lamps, photo controls and miscellaneous materials).*

Given Tanko Lighting's extensive experience with street light projects nationally, it is intimately aware of the potential issues that may be relevant to this project. Such issues include:

- **Traffic Control:** The Town's RFP was clear that traffic control should follow FDOT standards, and that is what Tanko Lighting is including in its Project Approach. However, in practice, even when traffic control standards are precisely followed, accidents and unforeseen dangers can be factors in a project. As such, Tanko Lighting will ensure that G&R Electric's field staff are properly trained and managed while performing installation services and that staff are aware of their surroundings at all times. One thing to note with street lighting projects is that,



because the actual time to replace the HPS fixture with an LED fixture is minimal (often just a few minutes), the installation is conducted as a swiftly rolling operation – much like a garbage service. As such, while it is important to have safe and proper traffic control for this project, it will likely pose minimal traffic interruptions due to the mobile nature of the work.

- **Resident Grievances:** In Tanko Lighting’s experience, the average citizen rarely notices the street lighting infrastructure unless it is not properly operating or is changed. As such, the Town should anticipate citizen feedback – both positive and negative – as a result of the project. Tanko Lighting employs its thorough audit and design processes in every project to ensure that the Town is aware of existing conditions and conducts an intentional design process. Completing this process serves as peace of mind to Tanko Lighting’s clients, as they are confident in their decisions and can more easily defend them in the event that there is any negative public feedback.

Tanko Lighting has assisted many clients in responding to negative feedback and resident grievances – ranging from issues with the color of the new fixtures to complaints about the new fixtures no longer providing light to residents’ front yards. Tanko Lighting typically recommends that the Town acknowledge the complaint and utilize a waiting period of at least thirty days to determine if there is any action necessary. During the waiting period, Tanko Lighting assists the Town in investigating the merits of the complaint. If another complaint about the same location has not been issued within the waiting period, this typically means that the resident(s) is adjusting to the new fixtures and leads to no long-term need for action. In the event that the issue escalates during the waiting period, Tanko Lighting assists clients with reviewing the data and reason for the design, determining if the client should affirm the design and respond to the complainant with justification for the design, and – in cases where the client believes the complaint might have merit – assisting the client with remedy options.

- **Verification of Supply Voltage:** Due to the fact that supply voltage is verified when the street light fixtures are non-operational, this can often lead to a higher voltage measurement than under actual load conditions (when the fixture is operating). This can result in the voltage dramatically decreasing when the fixture is operational, which would indicate potential system issues. The remedy for this is the controls that will be installed through this project, which will indicate any voltage issues when the system is operating.
- **Recycling Services:** A public relations nightmare can ensue anytime a Town undergoes a significant infrastructure upgrade that results in improper waste management. Tanko Lighting is cognizant of the impacts of waste related to this project and will work to ensure that G&R Electric properly disposes and recycles all material from this project. On every project, Tanko Lighting requires that subcontractors provide documentation from recycling and waste disposal vendors, confirming the material that was disposed of and when it was disposed. Tanko Lighting will impose such requirements on G&R Electric for this project and will provide documentation to the Town during the Final Reporting phase of the project.
- **Data Reconciliation:** Although not specifically addressed in the RFP, reconciling the audit data with existing Town records is critical to providing the utility with an accurate final existing inventory. In Tanko Lighting’s experience, most initial utility inventory records are highly inaccurate, which can lead to overstating or understating a Town’s bill. In countless projects, Tanko Lighting has demonstrated its ability to reconcile audit data, as well as provide substantiated evidence to utility companies when field conditions vary from initial utility-provided inventory records. As such, Tanko Lighting has included this task in its approach to the Scope of Work and pricing for this project (see Project Approach section below for more details).

- **Special Infrastructure Issues:** As with any major infrastructure improvement project, there are a variety of special issues that may arise throughout the course of this project. Particularly within the context of municipal street light conversion projects, these special issues are often unforeseen because the municipality has not comprehensively upgraded its system for several decades. In general, most of the special issues typically center on electrical issues, such as blown fuses, no power, missing wires, etc. – most of which are unforeseen until the installation phase. Further, there may be special issues related to unforeseen maintenance needs (such as knock downs, etc.) that may occur between the audit and subsequent future installation phase, as well as the existence of any undisclosed and/or undiscovered 480 Volt and series circuits. Tanko Lighting has encountered all of these special issues in previous projects and has the technical knowledge to appropriately identify the issues, develop the most effective remedy, and integrate these elements into the project planning.

## C. Advantages of Tanko Lighting

*Provide information regarding proposed product quality, value-added special services, knowledge, expertise, or other benefits or advantages that will be afforded the Town in selecting your firm for this project.*

Given its extensive project experience, Tanko Lighting is uniquely positioned to assist the Town of Miami Lakes with this project for the following reasons:

- **Municipal Street Light Conversion Experience:** Tanko Lighting's extensive knowledge of and experience with street lighting conversion projects is unsurpassed. The company has previously been or is currently involved with the energy efficiency conversion of more than 250,000 street lights nationwide.
- **Project Management Experience:** Tanko Lighting utilizes the extensive experience and organizational skills of its in-house project managers to develop project timelines, and manage ordering and installation schedules. This ability to focus managing all aspects of the project is in contrast to many of its competitors, which typically operate projects according to crew schedules as the priority and not necessarily prioritizing the Town's schedule.
- **Technical Knowledge:** Tanko Lighting has significant technical expertise centered on municipal street lighting infrastructure. Led by an electrical engineer and licensed electrical contractor, Jason Tanko (President), Tanko Lighting understands the field conditions and system constraints that are often involved with municipal street lighting projects. This enables the team to accurately design projects to prevent anticipated challenges, as well as quickly respond with streamlined solutions in the event of technical difficulties during a project.
- **National Context:** Tanko Lighting's broad experience with feasibility, and design and implementation of LED conversion projects provides tremendous national context that will benefit the Town by ensuring that the project is consistent with industry standards during each phase of the project.
- **Data Management:** Tanko Lighting contends that utilizing data collection and analysis throughout all stages of a project results in superior project management. Thus, Tanko Lighting has built its own in-house data team with the right blend of both street lighting technical expertise and data analysis skills to collect and reconcile accurate project data. While competitors often subcontract data collection and management, Tanko Lighting retains these activities in-house to better inform the design and project management processes. Field staff are provided devices that track the Global Position System (GPS) coordinates and other characteristics of the existing fixtures for the audit phase, as well as for the installation phase (installers track this information at the time of the LED installation), which, when compared with Town data, streamlines the accuracy of the ordering and installation processes. Additionally, Tanko Lighting utilizes the most state-of-the-art technology, with spatial accuracy within +/- one meter (compared with many competitors whose devices have a margin of error of up

to fifteen feet), and utilizes the industry standard software – ESRI’s ArcGIS – to process data and provide shape files that are fully compatible with clients’ GIS records. Further, Tanko Lighting’s field auditors have accurately collected data on hundreds of thousands of street light fixtures – ensuring that the Town’s audit will be conducted by highly qualified professionals with tremendous field experience. As a result, Tanko Lighting’s projects are well-designed, streamlined, accurate, efficient and cost effective. Additionally, Tanko Lighting’s focus on data results in significant transparency throughout all phases of the project.

- **Data Reconciliation:** Reconciling the audit data with existing Town records is critical to providing an accurate final existing inventory. In Tanko Lighting’s experience, most initial utility inventory records are highly inaccurate, which can lead to overstating or understating the quantity of existing assets. In countless projects, Tanko Lighting has demonstrated its ability to reconcile audit data, as well as provide substantiated evidence to utility companies when field conditions vary from initial utility-provided inventory records.
- **LED Conversion Design:** Any consultant can select street light fixtures from a catalog, but only an expert can walk the City through its specific nuances and existing field conditions that warrant a customized approach to design. As a street light expert, Tanko Lighting is equipped to provide a comprehensive approach to the design process. Because Tanko Lighting is involved with turn-key LED street light conversion projects nationwide, it has tremendous context from which to base its LED design recommendations. Tanko Lighting is product neutral and has worked with all the major LED street light manufacturers, including cobra head, as well as decorative products. Yet, Tanko Lighting does not merely rely on manufacturers for information related to design, but has the knowledge and analyzation skills to interpret how manufacturer data impacts a Town’s needs. Tanko Lighting utilizes industry standards – which typically involves organizing the existing street light infrastructure by road classification (e.g. arterial, collector, residential streets) and applying standard LED replacement wattage recommendations based on the location of each existing HPS fixture. Additionally, Tanko Lighting considers areas of concern that are currently over or under-lit and applies customized solutions to these locations so that a Town’s conversion project results in a comprehensive re-design that is updated to the existing field conditions and needs of the Town’s current system. This is in contrast with Tanko Lighting’s competitors, which often merely apply a cookie cutter approach to design that oversimplifies areas that are currently being over or under-lit.
- **Selective Subcontracting:** Tanko Lighting is highly aware of its core competencies. It thus retains the essential project activities (such as design, engineering, data collection/reconciliation, product procurement and project management) in-house in order to ensure that the project is run cost-effectively, efficiently and successfully. Tanko Lighting practices selective subcontracting, in that it sources out limited key project activities (such as installation and maintenance) to qualified street light experts local to the project in order to obtain competitive pricing and prevent the project from accruing unnecessary costs and change orders. Further, selective subcontracting allows Tanko Lighting the flexibility to obtain additional installation resources as needed, and also allows the Town to invest in the local economy and leverage local expertise by including local subcontractors in the project. For this project, Tanko Lighting has developed a strong and exclusive partnership with a highly qualified local subcontractor – G&R Electric (which currently serves as the Town of Miami Lakes’ street light maintenance contractor) – to perform the installation services. This firm has significant experience with street lighting in Florida and particularly in Miami Lakes. The fact that G&R Electric is the Town’s current maintenance contractor will ensure more efficient and streamlined responses and remedies to any maintenance need.
- **Accessibility:** As a mid-sized firm, Tanko Lighting provides its municipal clients with all of the necessary resources to successfully accomplish complex street lighting projects – without the challenges of a large, bureaucratic firm. This enables every client to receive personal attention, with a primary Tanko Lighting point of contact providing

superior customer service through responsiveness, accessibility, and the agility to create expedited decisions and solutions leading to effective results. Further, Tanko Lighting's size enables all clients to have direct access to the company's President, Jason Tanko, at any point during the project – which results in clients having an industry expert available at their fingertips.

- **Local Presence:** Although Tanko Lighting is headquartered in San Francisco, it strives to make every client feel as if Tanko Lighting is right down the street. Because of Tanko Lighting's extensive use of data collection and management as a critical path element to its project management approach, the majority of the tasks driven by data can be handled remotely from Tanko Lighting's headquarters in San Francisco, CA. However, there are a variety of in-field logistical tasks that are best handled in the specific project locale. As such, Tanko Lighting staff will be available for key project meetings and milestones.
- **Experience with Financing Coordination:** Tanko Lighting has worked on numerous contracts in which it has facilitated project financing for municipal street lighting projects, including both public and private financing. Tanko Lighting has assisted municipalities by providing an investment grade audit, determining project costs, life cycle costs, savings models, and payback schedules, as well as directly coordinating with the financing entity and the municipality, providing documentation, and reporting about project progress to the financing entity. When public financing is not readily available, Tanko Lighting facilitates private financing through third party entities (such as Graybar Financial Services, TCF Equipment Financing, and Banc of America Public Capital Corp), which typically offer low-interest, Tax Exempt Lease Purchase financing that includes all costs related to the project, which are repaid through the project's savings. Further, virtually all of Tanko Lighting's projects involve rebates from the local utility. Tanko Lighting can leverage its experience nationally to identify potential financing options, should the Town be interested.

### III. RESOURCES, AVAILABILITY AND WARRANTY

#### A. Staffing & Safety Chart

*Provide a chart showing firm's staffing configuration and safety protocols.*

#### Project Staffing & Safety Chart



Please note that G&R Electric's field installation crews are thoroughly trained in safety briefings and MOT procedures. Further, its Construction Superintendent is OSHA 30 and MOT-certified.

#### B. Quality Control

*Provide information about the firm's quality control standards and objectives, offering specific examples from past projects.*

Quality control is paramount to the successful implementation of any project and will be a critical path item for Tanko Lighting on this project. Tanko Lighting's extensive experience with successful municipal projects, its stellar reputation, and its approach to managing costs and revenue for this project ensures that the Town's project will be appropriately managed with the utmost responsibility.

The following demonstrate Tanko Lighting's quality control standards and have been utilized in every one of Tanko Lighting's projects to date:

- Tanko Lighting follows Generally Accepted Accounting Principles (GAAP) for all corporate accounting activities and this project will be no exception.

- Tanko Lighting’s extensive experience with implementing municipal street light projects provides it with the appropriate context from which to accurately determine costs and budgets associated with this project.
- Tanko Lighting will maintain regular communication with the Towns to provide ongoing updates, identify any challenges, and address any concerns.
- Tanko Lighting will rely upon industry standards when identifying recommendations and estimates related to design and costs – this will ensure that the information provided by Tanko Lighting is based on best practices.
- Tanko Lighting utilizes a proprietary time keeping system that tracks resource allocation and employee activities. This will ensure that invoices are accurate and that staff are utilizing their time in a most efficient manner.
- Tanko Lighting develops project deliverables based on an initial drafting process involving the Project Manager, with subsequent review and approval by the Senior Project Manager, and final review by a company Principal. This ensures consistency, accuracy and quality.
- Tanko Lighting provides the majority of services (with the exception of direct installation) in-house, which enables it to monitor and enforce quality standards.
- Tanko Lighting’s focus on data management ensures accurate project tracking, accountability and transparency. Especially during the installation phase, having the GPS coordinates of installers’ positions on a real-time basis allows Tanko Lighting to track progress, identify any methodology issues, and impose swift course correction when necessary.

## C. Product Information

*Provide information about the product/material proposed, equipment and resources to be utilized in performance of the program.*

Please find information regarding the products that Tanko Lighting is recommending for this project below. Additional information can be found in Appendix B – Product Technical Information.

Please note the following about the products that Tanko Lighting is proposing:

- Tanko Lighting is including adaptive controls as a bid adder, per the Town’s RFP requirements. However, in the event that the Town does not select to proceed with adaptive controls for this project, Tanko Lighting is also including a Ripley photocell (see information below and in Appendix B) with this proposal. Given that the Town did not provide any specifications for the photocell in its RFP, Tanko Lighting can also provide alternative photocell products at the Town’s request.
- Given that the Town’s existing inventory includes a small quantity of 480V locations, Tanko Lighting’s proposed fixtures will include a specialized driver for the 480V locations – the cost of which is included in the proposed pricing.
- Tanko Lighting is proposing an LED retrofit kit (Cree DPT Series) for both the Contempo and Colonial style decorative fixtures outlined in the Town’s RFP, which is included in Tanko Lighting’s price proposal. However, if the Town is interested in simplifying the two types into one, consistent standard, Tanko Lighting can provide an LED Colonial Post Top Fixture as an alternative, at a turn-key price of \$425 per fixture. Tanko Lighting can provide more information on the alternative LED Colonial Post Top Fixture upon request.

### GE Evolve Series – Cobra Head Fixtures

Tanko Lighting requested information from multiple manufacturers for this project. After reviewing various options, Tanko Lighting opted to proceed with the GE Evolve Series because it is the brand that best meets the Town’s technical requirements, provides the best value, and is Made in the USA. Additionally, GE has significant quantities of Evolve Series installations throughout the nation – particularly in municipal street light settings. Further,

### GE Evolve Series ERS Fixture





the Town's RFP photos indicate that its existing infrastructure primarily utilizes GE fixtures, which demonstrates that the Town is familiar with the brand and LED fixtures – leveraging that history with the brand is an advantage of continuing with GE products.

From local to major roadways, the GE Evolve™ LED Roadway Scalable Cobrahead fixtures are changing the way lanes are lit. Preserving the aesthetic look of traditional roadway Cobrahead fixtures, GE balances the technical needs of a sophisticated LED system with the functional demands of an outdoor fixture facing extreme weather hazards. GE's advanced LED optical design offers hundreds of photometric options to meet precise lighting requirements, while delivering reduced glare and improved light control. The refined thermal management system incorporates a sleek and robust heat sink directly into the fixture to ensure maximum heat transfer and long LED life.

The GE Evolve LED Roadway Scalable Cobrahead offers more than 23 years of reliable service life to significantly reduce maintenance frequency and expense, based on a 100,000-hour life and 12 hours of operation per day. This efficient fixture can yield up to a 50-percent reduction in system energy compared with standard HID systems, depending on roadway applications, and is adaptive control ready, which allows it to also be paired with programmable dimming options for even greater savings and control.

**GE Evolve Series ERL Fixture**



#### **Cree DPT Series LED Decorative Post Top Luminaire**

The DPT Series provides all the great benefits of performance, energy savings and reduced maintenance of a LED luminaire because it is designed to be a "luminaire within a luminaire." Designed to replace up to 70W Metal Halide or High Pressure Sodium and up to 175W Mercury Vapor lamps, the DPT luminaire utilizes a standalone UL 1598 compliant light engine and a universal mounting base that can be mounted in new or existing installations with both medium and mogul base sockets. The DPT Series preserves the historic look of the streetscape, maintains safety and eliminates compliance hurdles.

**Cree DPT Series LED  
Decorative Post Top**



#### **Ripley's Twist-Lock Electronic Photocontrol 6390TF**

Ripley's Tru-Filter® InfraRed-Filtering Photocontrols provide greater control, accuracy and overall energy savings. A single infrared-filtering phototransistor in each Tru-Filter® photocontrol, filters out all sources of infrared to mirror the spectral sensitivity of the human eye, and provide highly accurate control across the entire visual light spectrum.

**Ripley's Twist-Lock Electronic  
Photocontrol 6390TF**



### GE LightGrid Wireless Control System

LightGrid™ is a groundbreaking outdoor wireless control system for street and roadway lights. The unique technology inside this system allows for remote operation and monitoring of all fixtures through a Web-enabled central management system. Designed with municipalities and transportation departments in mind, LightGrid offers many features, including:

- Accurate, utility-grade energy metering per pole – only pay for what is used
- GPS chip embedded into node – always know the exact location of controllers and fixtures. Node automatically connects to network and acquires location in just minutes, reducing commissioning time.
- One-piece control – no special electronics necessary in the fixture. Node simply connects to external socket, so it can be added easily at any time.
- Operates with programmed schedules in case of network outage.

### Equipment

G&R Electric will provide all in-field equipment for the project, including two bucket trucks, a flatbed trailer, traffic control equipment, and logistics equipment.

## D. Proposed Luminaires

*Provide at response time two (2) samples of proposed luminaires: One (1) assembled and one (1) broken down by component. Packages containing such samples shall be labeled in accordance with Article 2 of this section. The Town reserves the right to request performance demonstrations and/or field tests of the proposed luminaires at no additional cost to the Town.*

Please find Tanko Lighting's sample luminaire fixtures (including a complete GE luminaire, a disassembled GE luminaire, and a disassembled Cree DPT product) submitted with the proposal package. Note that the complete DPT Series product will be submitted in a separate package, directly submitted by Crescent Electric (a distributor), on behalf of Tanko Lighting.

## E. Warranty Information

*Warranty information:*

*i. Identify extended warranty ~~and~~ surety bond coverage options for each luminaire model proposed ~~the luminaires~~ beyond the minimum requirement stipulated in Article 1.4 of this section. In the designated location on the updated Price Proposal Form herein, provide an annual cost for the extended warranty, the number of years available under the extended warranty, and detail any discounts should the Town elect to pay in advance for a multi-year warranty.*

Tanko Lighting will provide an extended warranty – up to ten (10) years – for the luminaires via a manufacturer's warranty at no additional cost to the Town. Further, Tanko Lighting will provide an extended warranty – up to ten (10) years – for the installation at the annual cost as outlined in the Price Proposal Form.

*ii. Per Article 1.4, identify the warranty ~~coverage for labor and installation~~ included in proposer's price. ~~Identify extended coverage options beyond the included coverage.~~*

Tanko Lighting's proposed price includes warranty coverage for labor and installation for (1) one year after the Town's project acceptance. Additionally, Tanko Lighting's proposed price includes warranty coverage for materials for (5) five years after the Town's acceptance (or, at the option of the Town, (10) ten years after the Town's acceptance for no additional cost).



## IV. CLIENT REFERENCES

*Proposers shall complete the Proposer's Reference Form herein to provide three (3) references of clients which have utilized proposer's services within the last three (3) years.*

Please find Tanko Lighting's completed Proposer Reference Forms in Appendix H.



## V. PRICE PROPOSAL

### A. Price

*Proposal amount must be provided in correlation with the Price Worksheet (Excel Spreadsheet Exhibit "A"). Proposer must include in proposal package the completed worksheet and enter the sums which correlate to the Price Proposal Form herein. Price submitted must be based upon and include any and all costs or expenses to be incurred by the Proposer in completing all aspects of the mobilization/start-up, construction, and Project close-out. The Price component, in addition to all direct and indirect costs and expenses, must include all other costs and expenses including but not limited to such costs as the Proposer's general, administrative and overhead costs; project management and supervisory costs; all fees, charges and taxes; labor, direct and indirect payroll costs, including labor burden; insurance and bond costs; cost of equipment, material, tools and transportation; and operating margin (profit).*

Please find Tanko Lighting's completed Price Worksheet in Appendix I. Please find below notes regarding the proposed pricing:

- The cost of the Monitoring and Control System in the Price Worksheet (attached as Appendix I) accounts for the unit cost of the control equipment and labor cost of installing controls (LightGrid) minus the unit cost of the photocell (Ripley). The cost of the photocell is placed into the Fixture Cost Per Unit column for the fixture, given that a fixture cannot function without controls or photocell. Further, the Maintenance Fee of \$7.50 (per fixture/per year) is not included in the cost for GE LightGrid Smart Controls in the Price Worksheet.
- The cost of Fixture Cost Per Unit in Exhibit A (attached as Appendix I) accounts for the unit cost of the fixture, photocell and (185) 480V drivers.
- The cost of (Installation Cost Per Unit) accounts for the cost of installing all fixtures and photocells.
- Pricing includes sales tax (based on seven percent).

### B. Schedule of Values Submittal

*Proposer must provide a proposed Schedule of Values for the Project. The Schedule of Values will be broken down only to trade categories. The proposed Schedule of Values should include major/critical subtask but should not include all of the subtasks. At a minimum the information must include the trade category, and the estimated cost of the Work. Where a discrepancy exists between the trade category's estimated cost of work and the percentage shown in the subcontract list the trade category estimated percentage of the total work will prevail.*

Please find Tanko Lighting's Schedule of Values Submittal in Appendix I.

## VI. PROGRAM FINANCING OPTIONS

*If a financing option is proposed, provide name of institution financing project, the term, the payment amount and the interest rate charged.*

Tanko Lighting has worked on numerous projects in which it facilitated project financing for municipal street lighting projects, including both public and private financing. Tanko Lighting has assisted municipalities by providing an investment grade audit, determining project costs, life cycle costs, savings models, and payback schedules, as well as directly coordinating with the financing entity and the municipality, providing documentation, and reporting about project progress to the financing entity.

The industry standard for financing municipal turn-key street light conversion projects is typically through either a public bond or private financing. While there are advantages to public bond financing, there are a number of factors that make it less appealing than private financing, such as:

- The need for voter approval
- Advertising and election costs
- Staff burden, particularly with reporting requirements
- Lengthy process
- Prepayment penalties
- Term may exceed rated equipment life
- Hidden fees
- More relevant for large and long-term projects

Given these challenges, Tanko Lighting recommends Municipal Lease Purchase Financing as the financing structure for the LED conversion phase of the project. Municipal Lease Purchase Financing is a hybrid tax-exempt structure. Similar to a loan, the Town maintains title to the asset during the financing term and obtains clear ownership of the asset at the end of the term. Similar to a lease, the financing is subject to annual review or termination. Yet, this structure is not considered “debt” because no multi-year obligation is created. Further, per GAAP accounting, it is treated as a Capital Lease.

As a result, Municipal Lease Purchase Financing is more frequently utilized by municipalities for street light conversion projects than public bond financing due to the following benefits:

- No need for voter approval
- Energy cost savings from the street light upgrade repay the financing
- No upfront costs
- Documentation is simpler and the process is streamlined
- Staff burden is minimized
- No hidden fees or reporting requirements
- Rated equipment life matches the lease term

For this project, Tanko Lighting solicited terms from various third party financing entities. Based on the feedback, Tanko Lighting selected TCF Equipment Finance’s offering as the most cost-effective financing option for the Town. TCF Equipment Finance (TCF) is a division of TCF National Bank. TCF is a national bank holding company based in Wayzata, MN. As of March 31, 2016, TCF had \$21.3 billion in total assets and 376 branches in Illinois, Minnesota, Michigan, Colorado, Wisconsin, Arizona, South Dakota and Indiana, providing retail and commercial banking services. Through its subsidiaries, TCF also conducts commercial leasing, equipment finance and auto finance business in all 50 states and commercial inventory finance business in all 50 states and Canada.

TCF's financing offer for the Town's project includes the following terms (please find more details in the offer letter in Appendix J):

LESSEE:	Town of Miami Lakes, Florida
LESSOR:	TCF Equipment Finance, its affiliates or assignees
EQUIPMENT:	High Efficiency Street Lighting
PROJECT COST:	\$508,577.00
TERM:	8 Years
INTEREST RATE:	2.65%
SEMI-ANNUAL PAYMENTS:	16 @ \$35,590.00
FIRST PAYMENT DUE:	January 2017
CLOSING FEES:	None charged by Lessor



## VIII. APPENDICES

- Appendix A – Project Data Forms
- Appendix B – Product Technical Information
- Appendix C – Subcontractor’s State of Florida Electrical Contractor License
- Appendix D – Bond Capacity Letter
- Appendix E – Completed Project Manager Experience Questionnaire Form
- Appendix F – Key Staff Resumes
- Appendix G – Sample Reports
- Appendix H – Proposer Reference Forms
- Appendix I – Price Worksheet
- Appendix J – Financing Offer
- Appendix K – Required Forms
- Appendix L – Proposer Profile Form

## Appendix A – Project Data Forms

**PROJECT DATA FORM**

(A separate data form is to be used for each qualifying project)

1. Project Name: City of Berkeley LED Streetlight Conversion
2. Project Location: Berkeley, CA
3. Project Title: City of Berkeley LED Streetlight Conversion
4. Project Number, if applicable: 9645
5. Type of Construction: LED Streetlight Retrofit  
(i.e.: New, Renovation, Addition, Repair, Sidewalk/Curb/Gutter, Roadway reconstruction, Roadway resurfacing, Drainage, etc. Use all that apply.)
6. Size: (i.e.: Quantity of luminaires installed, etc.): 8,000 fixtures
7. Scope of Work: Project management support, engineering services (including a comprehensive neighborhood design/value engineering phase that updated the fixture design to be more consistent with current field conditions, which resulted in an increase of approximately twenty-five percent of energy savings from original project design estimates), cost-benefit analysis of various technologies, field light measurement analyses, GIS field auditing and commissioning, product procurement, pole tagging, environmental disposal/recycling, data reconciliation, installation management, rebate/rate change support, reporting for available State financing, and administrative services.
8. How many bid submissions did the owner receive for the project? 3-5
9. Business name that constructed & managed this project: Tanko Streetlighting, Inc.
10. How is this project similar to the Town's project? Same scope as what Tanko Lighting is proposing for this project, including LED conversions of both cobra head and decorative fixtures.
11. Cost of the project at time of bid: \$ 2.92 million
12. Cost of work at completion: \$ 3.2 million
13. LEED Certification
  - a. Was this a LEED Certified Project: Yes \_\_\_\_\_ No X
  - b. Minimum LEED Certification required: \_\_\_\_\_
  - c. LEED Certification obtained: \_\_\_\_\_
14. Describe the sources and/or causes of the above differences in costs with reference to the following categories as determined by written change order, the public entity or the Architect/Engineer of Record (whichever had final authority):
  - a. Errors or omissions: \_\_\_\_\_ % \$ \_\_\_\_\_
  - b. Unforeseen/Hidden conditions: 50 % \$ 140,000
  - c. Owner generated changes: 50 % \$ 140,000
  - d. Regulatory agency changes: \_\_\_\_\_ % \$ \_\_\_\_\_
  - e. Contractor recommended changes: \_\_\_\_\_ % \$ \_\_\_\_\_
  - f. Other: \_\_\_\_\_ % \$ \_\_\_\_\_

Explain other: \_\_\_\_\_

15. How many RFIs did your company submit with respect to the plans and specifications for the project? 0

16. What was the primary reasons for the RFIs: \_\_\_\_\_

17. What year did the project start construction? 2014

18. What year did the project complete construction? 2015

19. Project Timeframe for completion (number of calendar days):

- a. 285 Contract timeframe at time of bid/proposal date for Substantial Completion
- b. 315 Contract timeframe at time of bid/proposal date for Final Completion (if different from Substantial Completion)
- c. 740 Formally adjusted contract timeframe based on change orders (if none state N/A)
- d. N/A Timeframe not covered under approved change orders (if none state N/A)
- e. 300 Actual time between issuance of Notice to Proceed and date of Substantial Completion
- f. 365 Actual time between date of Substantial Completion and Final Completion
- g. 315 Total number of days between original contract timeframe and Substantial Completion
- h. 740 Total number of days between original contract timeframe and Final Completion (if different from Substantial Completion)

20. If completion did not occur within the contract time established at bid/proposal date or within the formally adjusted contract time (as identified in item 17c above, explain the reason(s) for the delay:

The project Final Completion was delayed due to delays with the utility in processing rebate and rate change applications.

21. Total number of tasks on the punch list? ~75

22. If punch list items were not completed/performed explain the reason(s): \_\_\_\_\_

23. Were liquidated damages or actual damages for delay assessed on this project?

Yes \_\_\_\_\_ No X If yes, state the amount: \$ \_\_\_\_\_

24. Name of the Project Manager: David Gruener

25. Name of the Construction Superintendent: Rex Waggener, Beci Electric

26. Total amount of the work self-performed: 81 % \$ 2.6 million

- a. If yes, specify the trade, percentage, and value (add additional pages if necessary)

Project management, audit, 81 % \$ 2.6 million  
materials procurement, etc.



_____	_____ %	\$ _____
_____	_____ %	\$ _____
_____	_____ %	\$ _____

27. Were subcontractors used on the project?   X   yes        no

a. If yes, specify the trade, percentage, and value (add additional pages if necessary)

<u>Electricians</u>	<u>19</u> %	\$ <u>600,000</u>
_____	_____ %	\$ _____
_____	_____ %	\$ _____

28. Were any Claims\* or Dispute filed on the project        yes   X   no

\*A Claim means a demand or assertion by your firm seeking as matter of right, adjustment or interpretation of contract terms, compensation, extension of time or other relief with respect to the terms of the contract or other disputes between the owner and your firm.

29. If a Claim(s) was filed on the project, provide the following details for each Claim\*:

a. Dollar amount for Initial

Claim: \_\_\_\_\_

b. Source of Claim: (e.g. contractor, subcontractor, supplier, etc.)

\_\_\_\_\_

c. Method of resolution (e.g. negotiation, mediation, arbitration, litigation: \_\_\_\_\_

d. Final amount of Claim settlement:

\_\_\_\_\_

30. If a formal Dispute(s) was filed on the project, provide the following details for each Dispute. Identify the reason for the Dispute and the resolution (use additional pages if necessary):

N/A

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

31. Did your company fail/refuse to perform or complete any of work it was obligated to complete?

       yes   X   no

If yes, explain what work was not performed/ completed and reasons why:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

32. Was your company required to perform any work under a directive to proceed pending the resolution of an interpretation of the contract or dispute?

\_\_\_\_\_ yes                        X   no

33. Identify up to four (4) constructability issues encountered by your company on the project and briefly describe how your company resolve each issue:  
Decorative fixtures were difficult because of the high cost involved with purchasing new fixtures. Tanko Lighting solved this by providing the City with retrofit kit options for the decorative fixtures.

34. Did your company perform any value engineering or other cost savings measures, which improved the quality of the project or saved cost? If yes, provide details and any cost savings.

Yes. As a result of Tanko Lighting's innovative design - for both cobra head and decorative fixtures - the City saved an additional 25% in energy savings.

Project Owner's Name: City of Berkeley Department of Public Works

Is the Project Owner a public entity?   X   yes                      \_\_\_\_\_ no

Contact Name for Project Owner: Reeve Battle

Contact Name's Title: Assistant Public Works Engineer

Project Owner's Address: PO Box 700

Project Owner's City, State, and Zip Code: Berkeley, CA 94701

Contact Name's Telephone Number: (510) 981-6336

Contact Name's Email Address: RBattle@ci.berkeley.ca.us

Architect/Engineer of Record: N/A

Architect/Engineer of Record Contact Name: \_\_\_\_\_

Architect/Engineer of Record Contact Name's Telephone No.: \_\_\_\_\_

Architect/Engineer of Record Contact Name Email Address: \_\_\_\_\_

**PROJECT DATA FORM**

(A separate data form is to be used for each qualifying project)

1. Project Name: Town of Winchester LED Streetlight Conversion Project
2. Project Location: Winchester, MA
3. Project Title: Town of Winchester LED Streetlight Conversion Project
4. Project Number, if applicable: N/A
5. Type of Construction: LED Streetlight Retrofit  
(i.e.: New, Renovation, Addition, Repair, Sidewalk/Curb/Gutter, Roadway reconstruction, Roadway resurfacing, Drainage, etc. Use all that apply.)
6. Size: (i.e.: Quantity of luminaires installed, etc.): 1,600 fixtures
7. Scope of Work: As a subcontractor, Tanko Lighting provided the Town of Winchester with turn-key support to implement its comprehensive street light conversion project of more than 1,600 fixtures. Tanko Lighting provided project management support, GIS auditing and commissioning, data reconciliation, installation management, rebate/rate change support, and administrative services.
8. How many bid submissions did the owner receive for the project? 3-5
9. Business name that constructed & managed this project: Dagle Electrical Construction Corp.
10. How is this project similar to the Town's project? Same scope as what Tanko Lighting is proposing for this project, including LED conversions of both cobra head fixtures.
11. Cost of the project at time of bid: \$ 410,850.00
12. Cost of work at completion: \$ 410,850.00
13. LEED Certification
  - a. Was this a LEED Certified Project: Yes \_\_\_\_\_ No X
  - b. Minimum LEED Certification required: \_\_\_\_\_
  - c. LEED Certification obtained: \_\_\_\_\_
14. Describe the sources and/or causes of the above differences in costs with reference to the following categories as determined by written change order, the public entity or the Architect/Engineer of Record (whichever had final authority):
  - a. Errors or omissions: N/A % \$ \_\_\_\_\_
  - b. Unforeseen/Hidden conditions: N/A % \$ \_\_\_\_\_
  - c. Owner generated changes: N/A % \$ \_\_\_\_\_
  - d. Regulatory agency changes: N/A % \$ \_\_\_\_\_
  - e. Contractor recommended changes: N/A % \$ \_\_\_\_\_
  - f. Other: N/A % \$ \_\_\_\_\_

Explain other: \_\_\_\_\_

\_\_\_\_\_

15. How many RFIs did your company submit with respect to the plans and specifications for the project? 0
16. What was the primary reasons for the RFIs: N/A
- 
17. What year did the project start construction? 2014
18. What year did the project complete construction? 2015
19. Project Timeframe for completion (number of calendar days):
- a. 270 Contract timeframe at time of bid/proposal date for Substantial Completion
  - b. N/A Contract timeframe at time of bid/proposal date for Final Completion (if different from Substantial Completion)
  - c. N/A Formally adjusted contract timeframe based on change orders (if none state N/A)
  - d. N/A Timeframe not covered under approved change orders (if none state N/A)
  - e. 270 Actual time between issuance of Notice to Proceed and date of Substantial Completion
  - f. \_\_\_\_\_ Actual time between date of Substantial Completion and Final Completion
  - g. 270 Total number of days between original contract timeframe and Substantial Completion
  - h. N/A Total number of days between original contract timeframe and Final Completion (if different from Substantial Completion)
20. If completion did not occur within the contract time established at bid/proposal date or within the formally adjusted contract time (as identified in item 17c above, explain the reason(s) for the delay:
- 
- 
- 
21. Total number of tasks on the punch list? 25
22. If punch list items were not completed/performed explain the reason(s):
- 
- 
23. Were liquidated damages or actual damages for delay assessed on this project?  
 Yes \_\_\_\_\_ No X If yes, state the amount: \$ \_\_\_\_\_
24. Name of the Project Manager: Julia Allman
25. Name of the Construction Superintendent: Matthew Scheier
26. Total amount of the work self-performed: 14 % \$ 58,620
- a. If yes, specify the trade, percentage, and value (add additional pages if necessary)
- Project management, audit, 14 % \$ 58,260  
 materials procurement, etc.

_____	_____ %	\$ _____
_____	_____ %	\$ _____
_____	_____ %	\$ _____

27. Were subcontractors used on the project? \_\_\_\_\_ yes   X   no - Tanko subbed to the

- a. If yes, specify the trade, percentage, and value (add additional pages if prime necessary)

_____	_____ %	\$ _____
_____	_____ %	\$ _____
_____	_____ %	\$ _____

28. Were any Claims\* or Dispute filed on the project \_\_\_\_\_ yes   X   no

\*A Claim means a demand or assertion by your firm seeking as matter of right, adjustment or interpretation of contract terms, compensation, extension of time or other relief with respect to the terms of the contract or other disputes between the owner and your firm.

29. If a Claim(s) was filed on the project, provide the following details for each Claim\*:

- a. Dollar amount for Initial

Claim: \_\_\_\_\_

- b. Source of Claim: (e.g. contractor, subcontractor, supplier, etc.)

\_\_\_\_\_

- c. Method of resolution (e.g. negotiation, mediation, arbitration, litigation): \_\_\_\_\_

- d. Final amount of Claim settlement:

\_\_\_\_\_

30. If a formal Dispute(s) was filed on the project, provide the following details for each Dispute. Identify the reason for the Dispute and the resolution (use additional pages if necessary):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

31. Did your company fail/refuse to perform or complete any of work it was obligated to complete?

\_\_\_\_\_ yes   X   no

If yes, explain what work was not performed/ completed and reasons why:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

32. Was your company required to perform any work under a directive to proceed pending the resolution of an interpretation of the contract or dispute?

\_\_\_\_\_ yes                        X   no

33. Identify up to four (4) constructability issues encountered by your company on the project and briefly describe how your company resolve each issue:

  N/A  

34. Did your company perform any value engineering or other cost savings measures, which improved the quality of the project or saved cost? If yes, provide details and any cost savings.

  Yes. As a result of Tanko Lighting's innovative design, - the Town saved an additional 10% in energy savings.  

Project Owner's Name:   Town of Winchester  

Is the Project Owner a public entity?      X   yes                      \_\_\_\_\_ no

Contact Name for Project Owner:   Susan McPhee  

Contact Name's Title:   Energy Conservation Corodinator  

Project Owner's Address:   71 Mt. Vernon Street  

Project Owner's City, State, and Zip Code:   Winchester, MA 01890  

Contact Name's Telephone Number:   781-507-5880  

Contact Name's Email Address:   sgmcphee@me.com  

Architect/Engineer of Record:   N/A  

Architect/Engineer of Record Contact Name: \_\_\_\_\_

Architect/Engineer of Record Contact Name's Telephone No.: \_\_\_\_\_

Architect/Engineer of Record Contact Name Email Address: \_\_\_\_\_

**PROJECT DATA FORM**

(A separate data form is to be used for each qualifying project)

1. Project Name: City of Santa Clara LED Streetlight Conversion Project
2. Project Location: City of Santa Clara, CA
3. Project Title: City of Santa Clara LED Streetlight Conversion Project
4. Project Number, if applicable: \_\_\_\_\_
5. Type of Construction: LED Streetlight Retrofit  
(i.e.: New, Renovation, Addition, Repair, Sidewalk/Curb/Gutter, Roadway reconstruction, Roadway resurfacing, Drainage, etc. Use all that apply.)
6. Size: (i.e.: Quantity of luminaires installed, etc.): 5,000 fixtures
7. Scope of Work: \_\_\_\_\_  
Tanko Lighting provided Silicon Valley Power (City of Santa Clara) with turn-key support to implement its comprehensive street light conversion project of approximately 5,000 fixtures. Tanko Lighting provided project management support, GIS auditing, design, commissioning, product procurement, installation, data reconciliation, and administrative services.
8. How many bid submissions did the owner receive for the project? 3-5
9. Business name that constructed & managed this project: Tanko Streetlighting, Inc.
10. How is this project similar to the Town's project? \_\_\_\_\_  
Same scope as what Tanko Lighting is proposing for this project, including LED conversions of both cobra head fixtures.
11. Cost of the project at time of bid: \$ \$1.7 million
12. Cost of work at completion: \$ 1.521 million
13. LEED Certification
  - a. Was this a LEED Certified Project: Yes \_\_\_\_\_ No X
  - b. Minimum LEED Certification required: \_\_\_\_\_
  - c. LEED Certification obtained: \_\_\_\_\_
14. Describe the sources and/or causes of the above differences in costs with reference to the following categories as determined by written change order, the public entity or the Architect/Engineer of Record (whichever had final authority):
  - a. Errors or omissions: \_\_\_\_\_ % \$ \_\_\_\_\_
  - b. Unforeseen/Hidden conditions: 11 % \$ 179,000
  - c. Owner generated changes: \_\_\_\_\_ % \$ \_\_\_\_\_
  - d. Regulatory agency changes: \_\_\_\_\_ % \$ \_\_\_\_\_
  - e. Contractor recommended changes: \_\_\_\_\_ % \$ \_\_\_\_\_
  - f. Other: \_\_\_\_\_ % \$ \_\_\_\_\_

Explain other: \_\_\_\_\_

15. How many RFIs did your company submit with respect to the plans and specifications for the project? 0

16. What was the primary reasons for the RFIs: N/A

17. What year did the project start construction? 2015

18. What year did the project complete construction? 2015

19. Project Timeframe for completion (number of calendar days):

- a. 335 Contract timeframe at time of bid/proposal date for Substantial Completion
- b. 365 Contract timeframe at time of bid/proposal date for Final Completion (if different from Substantial Completion)
- c. 550 Formally adjusted contract timeframe based on change orders (if none state N/A)
- d. N/A Timeframe not covered under approved change orders (if none state N/A)
- e. 335 Actual time between issuance of Notice to Proceed and date of Substantial Completion
- f. 216 Actual time between date of Substantial Completion and Final Completion
- g. 335 Total number of days between original contract timeframe and Substantial Completion
- h. 550 Total number of days between original contract timeframe and Final Completion (if different from Substantial Completion)

20. If completion did not occur within the contract time established at bid/proposal date or within the formally adjusted contract time (as identified in item 17c above, explain the reason(s) for the delay:

The City opted to change the design mid-project, and took longer than anticipated to perform final inspections after Substantial Completion.

21. Total number of tasks on the punch list? 250

22. If punch list items were not completed/performed explain the reason(s):

N/A

23. Were liquidated damages or actual damages for delay assessed on this project?

Yes \_\_\_\_\_ No X If yes, state the amount: \$ \_\_\_\_\_

24. Name of the Project Manager: David Gruener

25. Name of the Construction Superintendent: Wilson Lew

26. Total amount of the work self-performed: 79 % \$ 1.2 million

- a. If yes, specify the trade, percentage, and value (add additional pages if necessary)

Project management, audit, 79 % \$ 1.2 million  
materials procurement, etc.



_____	_____ %	\$ _____
_____	_____ %	\$ _____
_____	_____ %	\$ _____

27. Were subcontractors used on the project?   X   yes        no

a. If yes, specify the trade, percentage, and value (add additional pages if necessary)

<u>Electrical contractors</u>	<u>  11  </u> %	\$ <u>\$325,000</u>
_____	_____ %	\$ _____
_____	_____ %	\$ _____

28. Were any Claims\* or Dispute filed on the project        yes   X   no

\*A Claim means a demand or assertion by your firm seeking as matter of right, adjustment or interpretation of contract terms, compensation, extension of time or other relief with respect to the terms of the contract or other disputes between the owner and your firm.

29. If a Claim(s) was filed on the project, provide the following details for each Claim\*:

a. Dollar amount for Initial

Claim: \_\_\_\_\_

b. Source of Claim: (e.g. contractor, subcontractor, supplier, etc.)

\_\_\_\_\_

c. Method of resolution (e.g. negotiation, mediation, arbitration, litigation): \_\_\_\_\_

d. Final amount of Claim settlement:

\_\_\_\_\_

30. If a formal Dispute(s) was filed on the project, provide the following details for each Dispute. Identify the reason for the Dispute and the resolution (use additional pages if necessary):

  N/A    
\_\_\_\_\_  
\_\_\_\_\_

31. Did your company fail/refuse to perform or complete any of work it was obligated to complete?

       yes   X   no

If yes, explain what work was not performed/ completed and reasons why:

  N/A    
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

32. Was your company required to perform any work under a directive to proceed pending the resolution of an interpretation of the contract or dispute?

\_\_\_\_\_ yes                        X   no

33. Identify up to four (4) constructability issues encountered by your company on the project and briefly describe how your company resolve each issue:

\_\_\_\_\_ The installation subcontractor neglected to fully fasten one of four bolts in some installation locations. This resulted in fixture tilting issues. Once the issue was identified, the installation subcontractor was dispatched to remedy the issue in a timely manner, resulting in zero long-term contract issues with the client.

34. Did your company perform any value engineering or other cost savings measures, which improved the quality of the project or saved cost? If yes, provide details and any cost savings.

\_\_\_\_\_ Yes. As a result of Tanko Lighting's innovative design, - the Town saved an additional 11% in energy savings.

Project Owner's Name:   City of Santa Clara, CA  

Is the Project Owner a public entity?   X   yes                      \_\_\_\_\_ no

Contact Name for Project Owner:   Mary Medeiros McEnroe  

Contact Name's Title:   Public Benefit Program Manager  

Project Owner's Address:   1500 Warburton Avenue  

Project Owner's City, State, and Zip Code:   Santa Clara, CA 95050  

Contact Name's Telephone Number:   408.615.6646  

Contact Name's Email Address:   mmedeiros@santaclaraca.gov  

Architect/Engineer of Record:   N/A  

Architect/Engineer of Record Contact Name:   N/A  

Architect/Engineer of Record Contact Name's Telephone No.:   N/A  

Architect/Engineer of Record Contact Name Email Address:   N/A

## Appendix B – Product Technical Information

GE  
Lighting

# Evolve™ LED Roadway Lighting

LED Roadway Luminaire (ERL1-ERLH-ERS1-ERS2)



imagination at work

## Product Features

The Evolve™ LED Roadway Luminaire is optimized for customers requiring a LED solution for local, collector and major roadways. GE's unique reflective optics are designed to optimize application efficiency and minimize glare. The modern design incorporates the heat sink directly into the unit for heat transfer to prolong LED life. This reliable unit has a 100,000 hour design life, significantly reducing maintenance needs and expense over the life of the fixture. This efficient solution lowers energy consumption compared to traditional HID fixture for additional operating cost savings.

### Applications

- Designed to meet recommended luminance and illuminance requirements for local, collector and major roadway/street classifications.

### Housing

- The modern design incorporates Casting-integral heatsink for maximum heat transfer.
- Meets 3G vibration per ANSI C136.31-2010.
- Die Cast Enclosure.

### LED & Optical Assembly

- Evolve™ light engine consisting of reflective technology designed to optimize application efficiency and minimize glare.
- Utilizes high brightness LEDs, 70 CRI at 3000K and 4000K typical.
- LM-79 tests and reports in accordance with IESNA standards.

### Lumen Maintenance

- Lumen Maintenance per TM21.

### Ratings

- UL/cUL listed, suitable for wet locations per UL 1598.
- Std. Optical enclosure rated per ANSI C136.25-2009: ERL1 = IP65, ERS1-2 = IP66, ERLH = IP65.
- Upward Light Output Ratio (ULOR) = 0.
- Compliant with the material restriction requirements of RoHS.

Product ID	Lumen Output	Ambient Rating
ERL1	02-09	-40°C to 50°C
ERLH	10-11	-40°C to 50°C
ERLH	13-15	-40°C to 40°C
ERS1	10-15	-40°C to 50°C
ERS2	16-23	-40°C to 50°C
ERS2	25-28	-40°C to 40°C

Delayed start may be experienced <-35°C.

### Mounting

- Slipfitter with +/- 5 degree of adjustment for leveling.
- Integral die cast mounting pipe stop.
- Adjustable for 1.25 in. or 2 in. mounting pipe.

### Finish

- Corrosion resistant polyester powder paint, minimum 2.0 mil. thickness.
- Standard colors: Black, Gray and Dark Bronze.
- RAL & custom colors available.
- Optional coastal finish available.

### Electrical

- 120-277 VAC and 347-480 VAC.
- System power factor is >90% and THD <20%.\*
- Class "A" Sound rating.
- 0-10V dimming standard or DALI dimming available upon request for 120V-277V.
- Surge Protection per ANSI C136.2-2015:
  - Standard: 6kV/3kA "Basic: (120 Strikes)"
  - Optional Secondary: 10kV/5kA "Enhanced: (40 Strikes)"
- EMI: Title 47 CFR Part 15 Class A
- Photo electric sensors (PE) available.

\* System power factor and THD is tested and specified at 120V input and maximum load conditions. THD<26% for 347/480V supply with 03 power level.

### Warranty

- 5 Year Standard
- 10 Year Optional

### Suggested HID Replacement Lumen Levels

- ~4,000–5,000 lumens to replace 100W HPS Cobra-head
- ~7,000–8,800 lumens to replace 150W HPS Cobra-head
- ~8,500–11,500 lumens to replace 200W HPS Cobra-head
- ~11,500–14,000 lumens to replace 250W HPS Cobra-head
- ~21,000–28,000 lumens to replace 400W HPS Cobra-head

**Note:** Actual replacement lumens may vary based upon mounting height, pole spacing, design criteria, etc.

# Ordering Number Logic

## Evolve™ LED Streetlight (ERL1)



ERL1

PROD. ID	VOLTAGE	LUMEN OUTPUT	DISTRIBUTION	CCT	CONTROLS	COLOR	OPTIONS
<b>E</b> = Evolve <b>R</b> = Roadway <b>L</b> = Local <b>1</b> = Single Module	<b>0</b> = 120-277* <b>1</b> = 120 <b>2</b> = 208 <b>3</b> = 240 <b>4</b> = 277 <b>5</b> = 480 <b>D</b> = 347 <b>H</b> = 347-480*  * Not available with Fusing. Must choose a descreeet voltage with F option.	<b>03</b> <b>04</b> <b>05</b> <b>06</b> <b>07</b> <b>08</b> <b>09</b>  See Data Table for more information.	<b>A1</b> = Extra Narrow Asymmetric <b>B1</b> = Narrow Asymmetric (Medium) <b>C1</b> = Asymmetric (Short) <b>D1</b> = Asymmetric Forward <b>E1</b> = Asymmetric (Medium) <b>F1</b> = Asymmetric (Wide) <b>G1</b> = Asymmetric (Extra Wide)  See Data Table for more information	<b>30</b> = 3000K <b>40</b> = 4000K	<b>A</b> = ANSI C136.41 7-pin <b>D</b> = ANSI C136.41 7-pin receptacle with Shorting Cap  <b>E</b> = ANSI C136.41 7-pin Receptacle with non-Dimming PE Control.*  * PE Control Only available for 120-277V or 480V Discrete. Not available for 347-480V or 347V Discrete.  <b>NOTE:</b> Dimming controls wired for 0-10V standard unless DALI option "U" requested.	<b>GRAY</b> = Gray <b>BLCK</b> = Black <b>DKBZ</b> = Dark Bronze	<b>A</b> = 4 Bolt Slipfitter† <b>F</b> = Fusing <b>G</b> = Internal Bubble Level <b>I</b> = IP66 Optical <b>L</b> = Tool-Less Entry <b>R</b> = Optional Secondary Enhanced Surge Protection (10kV/5kA) <b>U</b> = Universal DALI Programmable +^ <b>X</b> = Single Package # <b>Y</b> = Coastal Finish * <b>XXX</b> = Special Options  † Contact manufacturer for Lead-Time. # Std Packaging = 20 units per container. * Recommended for installations within 1 mile from the coast. Contact Factory for Lead-Time. + Compatible with LightGrid 2.0 nodes. ^ Not available in 347V, 480V or 347-480V for Lumen Level 07 and 08.

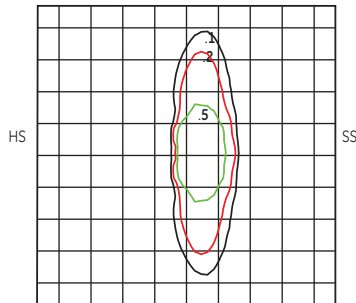
PRODUCT ID	LUMEN OUTPUT	DISTRIBUTION	TYPICAL INITIAL LUMENS		TYPICAL SYSTEM WATTAGE		BUG RATING		IES FILE NUMBER 4000K		IES FILE NUMBER 3000K	
			4000K	3000K	120-277V	347-480V	4000K	3000K	120-277V	347-480V	120-277V	347-480V
ERL1	03	A1	2800	2700	25	28	B1-U0-G1	B1-U0-G1	ERL1_03A140_-120-277VIES	ERL1_03A140_-347-480VIES	ERL1_03A130_-120-277VIES	ERL1_03A130_-347-480VIES
ERL1		B1	2900	2800			B1-U0-G1	B1-U0-G1	ERL1_03B140_-120-277VIES	ERL1_03B140_-347-480VIES	ERL1_03B130_-120-277VIES	ERL1_03B130_-347-480VIES
ERL1		C1	3000	2900			B1-U0-G1	B1-U0-G1	ERL1_03C140_-120-277VIES	ERL1_03C140_-347-480VIES	ERL1_03C130_-120-277VIES	ERL1_03C130_-347-480VIES
ERL1		D1	2900	2800			B1-U0-G1	B1-U0-G1	ERL1_03D140_-120-277VIES	ERL1_03D140_-347-480VIES	ERL1_03D130_-120-277VIES	ERL1_03D130_-347-480VIES
ERL1		E1	3000	2900			B1-U0-G1	B1-U0-G1	ERL1_03E140_-120-277VIES	ERL1_03E140_-347-480VIES	ERL1_03E130_-120-277VIES	ERL1_03E130_-347-480VIES
ERL1		F1	3000	2900			B1-U0-G1	B1-U0-G1	ERL1_03F140_-120-277VIES	ERL1_03F140_-347-480VIES	ERL1_03F130_-120-277VIES	ERL1_03F130_-347-480VIES
ERL1	04	G1	3000	2900	32	35	B1-U0-G1	B1-U0-G1	ERL1_03G140_-120-277VIES	ERL1_03G140_-347-480VIES	ERL1_03G130_-120-277VIES	ERL1_03G130_-347-480VIES
ERL1		A1	3800	3700			B1-U0-G1	B1-U0-G1	ERL1_04A140_-120-277VIES	ERL1_04A140_-347-480VIES	ERL1_04A130_-120-277VIES	ERL1_04A130_-347-480VIES
ERL1		B1	3900	3800			B1-U0-G1	B1-U0-G1	ERL1_04B140_-120-277VIES	ERL1_04B140_-347-480VIES	ERL1_04B130_-120-277VIES	ERL1_04B130_-347-480VIES
ERL1		C1	4000	3900			B1-U0-G1	B1-U0-G1	ERL1_04C140_-120-277VIES	ERL1_04C140_-347-480VIES	ERL1_04C130_-120-277VIES	ERL1_04C130_-347-480VIES
ERL1		D1	3900	3800			B1-U0-G1	B1-U0-G1	ERL1_04D140_-120-277VIES	ERL1_04D140_-347-480VIES	ERL1_04D130_-120-277VIES	ERL1_04D130_-347-480VIES
ERL1		E1	4000	3900			B1-U0-G1	B1-U0-G1	ERL1_04E140_-120-277VIES	ERL1_04E140_-347-480VIES	ERL1_04E130_-120-277VIES	ERL1_04E130_-347-480VIES
ERL1	05	F1	4000	3900	41	45	B1-U0-G1	B1-U0-G1	ERL1_04F140_-120-277VIES	ERL1_04F140_-347-480VIES	ERL1_04F130_-120-277VIES	ERL1_04F130_-347-480VIES
ERL1		G1	4000	3900			B1-U0-G1	B1-U0-G1	ERL1_04G140_-120-277VIES	ERL1_04G140_-347-480VIES	ERL1_04G130_-120-277VIES	ERL1_04G130_-347-480VIES
ERL1		A1	4800	4600			B2-U0-G1	B2-U0-G1	ERL1_05A140_-120-277VIES	ERL1_05A140_-347-480VIES	ERL1_05A130_-120-277VIES	ERL1_05A130_-347-480VIES
ERL1		B1	4800	4600			B2-U0-G1	B2-U0-G1	ERL1_05B140_-120-277VIES	ERL1_05B140_-347-480VIES	ERL1_05B130_-120-277VIES	ERL1_05B130_-347-480VIES
ERL1		C1	5000	4800			B2-U0-G1	B2-U0-G1	ERL1_05C140_-120-277VIES	ERL1_05C140_-347-480VIES	ERL1_05C130_-120-277VIES	ERL1_05C130_-347-480VIES
ERL1		D1	4800	4600			B1-U0-G1	B1-U0-G1	ERL1_05D140_-120-277VIES	ERL1_05D140_-347-480VIES	ERL1_05D130_-120-277VIES	ERL1_05D130_-347-480VIES
ERL1	06	E1	5000	4800	53	58	B2-U0-G1	B2-U0-G1	ERL1_05E140_-120-277VIES	ERL1_05E140_-347-480VIES	ERL1_05E130_-120-277VIES	ERL1_05E130_-347-480VIES
ERL1		F1	5000	4800			B2-U0-G1	B2-U0-G1	ERL1_05F140_-120-277VIES	ERL1_05F140_-347-480VIES	ERL1_05F130_-120-277VIES	ERL1_05F130_-347-480VIES
ERL1		G1	5000	4800			B2-U0-G1	B2-U0-G1	ERL1_05G140_-120-277VIES	ERL1_05G140_-347-480VIES	ERL1_05G130_-120-277VIES	ERL1_05G130_-347-480VIES
ERL1		A1	5700	5500			B2-U0-G1	B2-U0-G1	ERL1_06A140_-120-277VIES	ERL1_06A140_-347-480VIES	ERL1_06A130_-120-277VIES	ERL1_06A130_-347-480VIES
ERL1		B1	5800	5600			B2-U0-G1	B2-U0-G1	ERL1_06B140_-120-277VIES	ERL1_06B140_-347-480VIES	ERL1_06B130_-120-277VIES	ERL1_06B130_-347-480VIES
ERL1		C1	6000	5800			B2-U0-G1	B2-U0-G1	ERL1_06C140_-120-277VIES	ERL1_06C140_-347-480VIES	ERL1_06C130_-120-277VIES	ERL1_06C130_-347-480VIES
ERL1	07	D1	5800	5600	67	72	B1-U0-G1	B1-U0-G1	ERL1_06D140_-120-277VIES	ERL1_06D140_-347-480VIES	ERL1_06D130_-120-277VIES	ERL1_06D130_-347-480VIES
ERL1		E1	6000	5800			B2-U0-G1	B2-U0-G1	ERL1_06E140_-120-277VIES	ERL1_06E140_-347-480VIES	ERL1_06E130_-120-277VIES	ERL1_06E130_-347-480VIES
ERL1		F1	6000	5800			B2-U0-G1	B2-U0-G1	ERL1_06F140_-120-277VIES	ERL1_06F140_-347-480VIES	ERL1_06F130_-120-277VIES	ERL1_06F130_-347-480VIES
ERL1		G1	6000	5800			B2-U0-G1	B2-U0-G1	ERL1_06G140_-120-277VIES	ERL1_06G140_-347-480VIES	ERL1_06G130_-120-277VIES	ERL1_06G130_-347-480VIES
ERL1		A1	6700	6500			B2-U0-G2	B2-U0-G2	ERL1_07A140_-120-277VIES	ERL1_07A140_-347-480VIES	ERL1_07A130_-120-277VIES	ERL1_07A130_-347-480VIES
ERL1		B1	6800	6600			B2-U0-G1	B2-U0-G1	ERL1_07B140_-120-277VIES	ERL1_07B140_-347-480VIES	ERL1_07B130_-120-277VIES	ERL1_07B130_-347-480VIES
ERL1	08	C1	7000	6800	88	93	B2-U0-G1	B2-U0-G1	ERL1_07C140_-120-277VIES	ERL1_07C140_-347-480VIES	ERL1_07C130_-120-277VIES	ERL1_07C130_-347-480VIES
ERL1		D1	6800	6600			B2-U0-G1	B2-U0-G1	ERL1_07D140_-120-277VIES	ERL1_07D140_-347-480VIES	ERL1_07D130_-120-277VIES	ERL1_07D130_-347-480VIES
ERL1		E1	7000	6800			B2-U0-G1	B2-U0-G1	ERL1_07E140_-120-277VIES	ERL1_07E140_-347-480VIES	ERL1_07E130_-120-277VIES	ERL1_07E130_-347-480VIES
ERL1		F1	7000	6800			B2-U0-G2	B2-U0-G2	ERL1_07F140_-120-277VIES	ERL1_07F140_-347-480VIES	ERL1_07F130_-120-277VIES	ERL1_07F130_-347-480VIES
ERL1		G1	7000	6800			B2-U0-G2	B2-U0-G2	ERL1_07G140_-120-277VIES	ERL1_07G140_-347-480VIES	ERL1_07G130_-120-277VIES	ERL1_07G130_-347-480VIES
ERL1		A1	8200	8000			B2-U0-G2	B2-U0-G2	ERL1_08A140_-120-277VIES	ERL1_08A140_-347-480VIES	ERL1_08A130_-120-277VIES	ERL1_08A130_-347-480VIES
ERL1	09	B1	8300	8100	90	95	B2-U0-G1	B2-U0-G1	ERL1_08B140_-120-277VIES	ERL1_08B140_-347-480VIES	ERL1_08B130_-120-277VIES	ERL1_08B130_-347-480VIES
ERL1		C1	8500	8200			B2-U0-G1	B2-U0-G1	ERL1_08C140_-120-277VIES	ERL1_08C140_-347-480VIES	ERL1_08C130_-120-277VIES	ERL1_08C130_-347-480VIES
ERL1		D1	8300	8100			B2-U0-G1	B2-U0-G1	ERL1_08D140_-120-277VIES	ERL1_08D140_-347-480VIES	ERL1_08D130_-120-277VIES	ERL1_08D130_-347-480VIES
ERL1		E1	8500	8200			B2-U0-G1	B2-U0-G1	ERL1_08E140_-120-277VIES	ERL1_08E140_-347-480VIES	ERL1_08E130_-120-277VIES	ERL1_08E130_-347-480VIES
ERL1		F1	8500	8200			B2-U0-G2	B2-U0-G2	ERL1_08F140_-120-277VIES	ERL1_08F140_-347-480VIES	ERL1_08F130_-120-277VIES	ERL1_08F130_-347-480VIES
ERL1		G1	8500	8200			B2-U0-G2	B2-U0-G2	ERL1_08G140_-120-277VIES	ERL1_08G140_-347-480VIES	ERL1_08G130_-120-277VIES	ERL1_08G130_-347-480VIES
ERL1	10	A1	8400	8100	90	95	B2-U0-G2	B2-U0-G2	ERL1_09A140_-120-277VIES	ERL1_09A140_-347-480VIES	ERL1_09A130_-120-277VIES	ERL1_09A130_-347-480VIES
ERL1		B1	8500	8200			B2-U0-G1	B2-U0-G1	ERL1_09B140_-120-277VIES	ERL1_09B140_-347-480VIES	ERL1_09B130_-120-277VIES	ERL1_09B130_-347-480VIES
ERL1		C1	8800	8400			B2-U0-G1	B2-U0-G1	ERL1_09C140_-120-277VIES	ERL1_09C140_-347-480VIES	ERL1_09C130_-120-277VIES	ERL1_09C130_-347-480VIES
ERL1		D1	8500	8200			B2-U0-G2	B2-U0-G2	ERL1_09D140_-120-277VIES	ERL1_09D140_-347-480VIES	ERL1_09D130_-120-277VIES	ERL1_09D130_-347-480VIES
ERL1		E1	8800	8400			B2-U0-G1	B2-U0-G1	ERL1_09E140_-120-277VIES	ERL1_09E140_-347-480VIES	ERL1_09E130_-120-277VIES	ERL1_09E130_-347-480VIES
ERL1		F1	8800	8400			B2-U0-G2	B2-U0-G2	ERL1_09F140_-120-277VIES	ERL1_09F140_-347-480VIES	ERL1_09F130_-120-277VIES	ERL1_09F130_-347-480VIES
ERL1		G1	8800	8400			B2-U0-G2	B2-U0-G2	ERL1_09G140_-120-277VIES	ERL1_09G140_-347-480VIES	ERL1_09G130_-120-277VIES	ERL1_09G130_-347-480VIES

# Photometrics

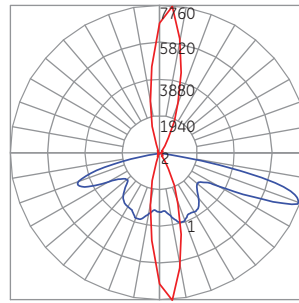
## Evolve™ LED Streetlight (ERL1)

### ERL1 Extra Narrow Asymmetric (08A1)

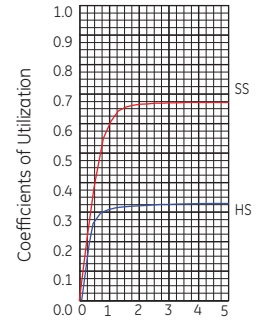
8,200 Lumens  
4000K  
ERL1\_08A140\_\_\_\_.IES



Grid Distance in Units of  
Mounting Height at 30' Initial  
Footcandle Values at Grade



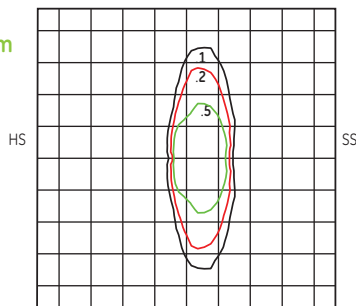
— Vertical plane through horizontal angle  
of maximum candlepower at 85°  
— Vertical plane through horizontal angle of 70°



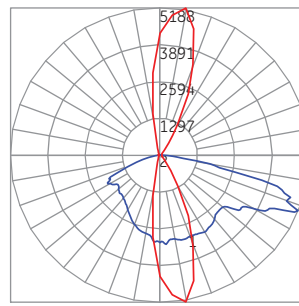
Street Width/Mounting Height

### ERL1 Narrow Asymmetric Medium (08B1)

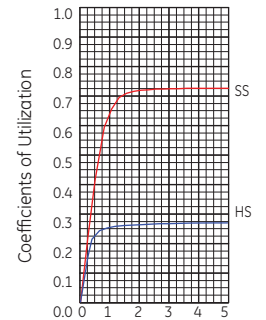
8,300 Lumens  
4000K  
ERL1\_08B140\_\_\_\_.IES



Grid Distance in Units of  
Mounting Height at 30' Initial  
Footcandle Values at Grade



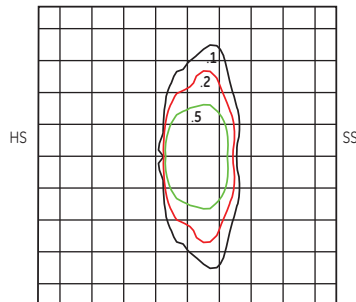
— Vertical plane through horizontal angle  
of maximum candlepower at 80°  
— Vertical plane through horizontal angle of 68°



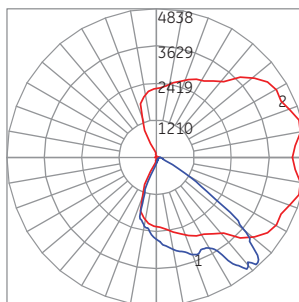
Street Width/Mounting Height

### ERL1 Asymmetric Short (08C1)

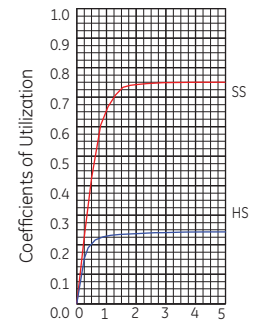
8,500 Lumens  
4000K  
ERL1\_08C140\_\_\_\_.IES



Grid Distance in Units of  
Mounting Height at 30' Initial  
Footcandle Values at Grade



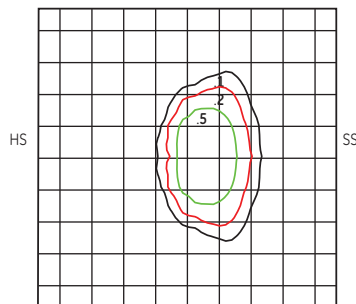
— Vertical plane through horizontal angle  
of maximum candlepower at 15°  
— Vertical plane through horizontal angle of 42°



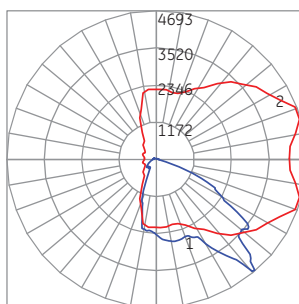
Street Width/Mounting Height

### ERL1 Asymmetric Forward (08D1)

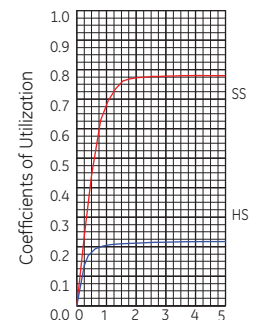
8,300 Lumens  
4000K  
ERL1\_08D140\_\_\_\_.IES



Grid Distance in Units of  
Mounting Height at 30' Initial  
Footcandle Values at Grade



— Vertical plane through horizontal angle  
of maximum candlepower at 15°  
— Vertical plane through horizontal angle of 42°



Street Width/Mounting Height

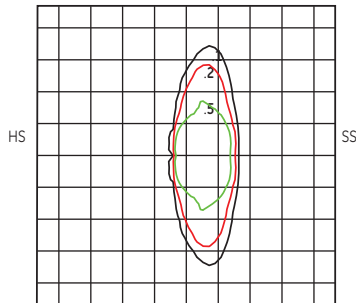


# Photometrics

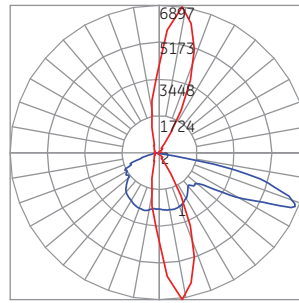
## Evolve™ LED Streetlight (ERL1)

### ERL1 Asymmetric Medium (08E1)

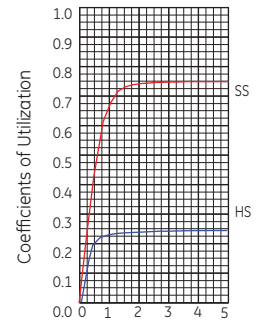
8,500 Lumens  
4000K  
ERL1\_08E140\_\_\_\_.IES



Grid Distance in Units of  
Mounting Height at 30' Initial  
Footcandle Values at Grade



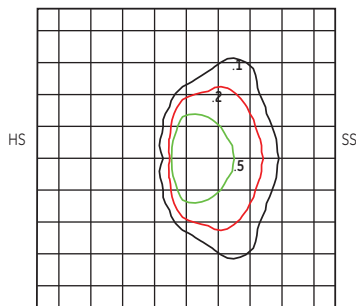
— Vertical plane through horizontal angle  
of maximum candlepower at 80°  
— Vertical plane through horizontal angle of 69°



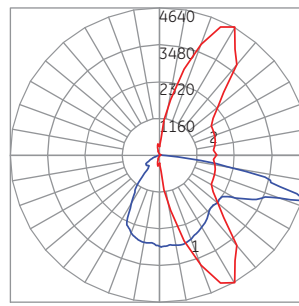
Street Width/Mounting Height

### ERL1 Asymmetric Wide (08F1)

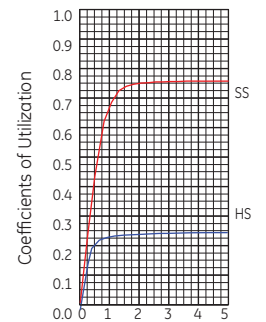
8,500 Lumens  
4000K  
ERL1\_08F140\_\_\_\_.IES



Grid Distance in Units of  
Mounting Height at 30' Initial  
Footcandle Values at Grade



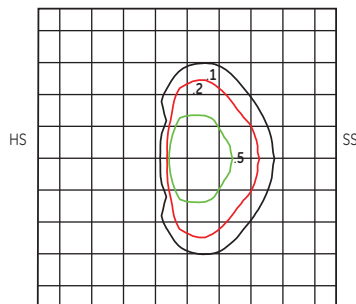
— Vertical plane through horizontal angle  
of maximum candlepower at 60°  
— Vertical plane through horizontal angle of 73°



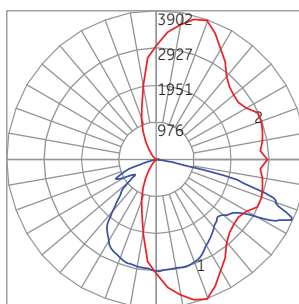
Street Width/Mounting Height

### ERL1 Asymmetric Extra Wide (08G1)

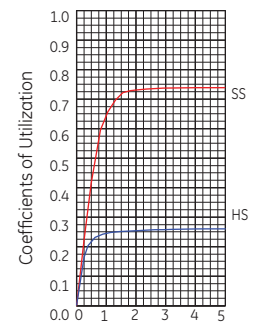
8,500 Lumens  
4000K  
ERL1\_08G140\_\_\_\_.IES



Grid Distance in Units of  
Mounting Height at 30' Initial  
Footcandle Values at Grade



— Vertical plane through horizontal angle  
of maximum candlepower at 70°  
— Vertical plane through horizontal angle of 66°



Street Width/Mounting Height

# Ordering Number Logic

## Evolve™ LED Streetlight (ERLH)



ERLH

PROD. ID	VOLTAGE	LUMEN OUTPUT	DISTRIBUTION	CCT	CONTROLS	COLOR	OPTIONS
<b>E</b> = Evolve <b>R</b> = Roadway <b>L</b> = Local <b>H</b> = High Output	<b>0</b> = 120-277* <b>1</b> = 120 <b>2</b> = 208 <b>3</b> = 240 <b>4</b> = 277 <b>5</b> = 480 <b>D</b> = 347 <b>H</b> = 347-480* * Not available with Fusing. Must choose a discreet voltage with F option.	<b>10</b> <b>11</b> <b>13</b> <b>14</b> <b>15</b> See Data Table for more information.	<b>A1</b> = Extra Narrow Asymmetric <b>B1</b> = Narrow Asymmetric (Medium) <b>C1</b> = Asymmetric (Short) <b>D1</b> = Asymmetric Forward <b>E1</b> = Asymmetric (Medium) <b>F1</b> = Asymmetric (Wide) <b>G1</b> = Asymmetric (Extra Wide) See Data Table for more information	<b>30</b> = 3000K <b>40</b> = 4000K	<b>A</b> = ANSI C136.41 7-pin <b>D</b> = ANSI C136.41 7-pin receptacle with Shorting Cap <b>E</b> = ANSI C136.41 7-pin Receptacle with non-Dimming PE Control.* * PE Control Only available for 120-277V or 480V Discrete. Not available for 347-480V or 347V Discrete. <b>NOTE:</b> Dimming controls wired for 0-10V standard unless DALI option "U" requested.	<b>GRAY</b> = Gray <b>BLCK</b> = Black <b>DKBZ</b> = Dark Bronze	<b>A</b> = 4 Bolt Slipfitter † <b>F</b> = Fusing <b>G</b> = Internal Bubble Level <b>I</b> = IP66 Optical <b>L</b> = Tool-Less Entry <b>R</b> = Optional Secondary Enhanced Surge Protection (10kV/5kA) <b>U</b> = Universal DALI Programmable + ^ <b>X</b> = Single Package # <b>Y</b> = Coastal Finish * <b>XXX</b> = Special Options



PRODUCT ID	LUMEN OUTPUT	DISTRIBUTION	TYPICAL INITIAL LUMENS		TYPICAL SYSTEM WATTAGE	BUG RATING		IES FILE NUMBER	
			4000K	3000K		4000K	3000K	4000K	3000K
ERLH	10	A1	9500	9100	90	B3-U0-G2	B3-U0-G2	ERLH_10A140_IES	ERLH_10A130_IES
ERLH		B1	9800	9500		B3-U0-G1	B2-U0-G1	ERLH_10B140_IES	ERLH_10B130_IES
ERLH		C1	10000	9600		B2-U0-G1	B2-U0-G1	ERLH_10C140_IES	ERLH_10C130_IES
ERLH		D1	9800	9500		B2-U0-G2	B2-U0-G2	ERLH_10D140_IES	ERLH_10D130_IES
ERLH		E1	10000	9600		B2-U0-G2	B2-U0-G2	ERLH_10E140_IES	ERLH_10E130_IES
ERLH		F1	10000	9600		B2-U0-G2	B2-U0-G2	ERLH_10F140_IES	ERLH_10F130_IES
ERLH		G1	10000	9600		B2-U0-G2	B2-U0-G2	ERLH_10G140_IES	ERLH_10G130_IES
ERLH	11	A1	10900	10500	108	B3-U0-G2	B3-U0-G2	ERLH_11A140_IES	ERLH_11A130_IES
ERLH		B1	11200	10800		B3-U0-G2	B3-U0-G1	ERLH_11B140_IES	ERLH_11B130_IES
ERLH		C1	11500	11100		B3-U0-G2	B3-U0-G2	ERLH_11C140_IES	ERLH_11C130_IES
ERLH		D1	11200	10800		B2-U0-G2	B2-U0-G2	ERLH_11D140_IES	ERLH_11D130_IES
ERLH		E1	11500	11100		B3-U0-G2	B3-U0-G2	ERLH_11E140_IES	ERLH_11E130_IES
ERLH		F1	11500	11100		B3-U0-G2	B3-U0-G2	ERLH_11F140_IES	ERLH_11F130_IES
ERLH		G1	11500	11100		B3-U0-G2	B3-U0-G2	ERLH_11G140_IES	ERLH_11G130_IES
ERLH	13	A1	12300	11900	125	B3-U0-G2	B3-U0-G2	ERLH_13A140_IES	ERLH_13A130_IES
ERLH		B1	12700	12200		B3-U0-G2	B3-U0-G2	ERLH_13B140_IES	ERLH_13B130_IES
ERLH		C1	13000	12500		B3-U0-G2	B3-U0-G2	ERLH_13C140_IES	ERLH_13C130_IES
ERLH		D1	12700	12200		B3-U0-G2	B2-U0-G2	ERLH_13D140_IES	ERLH_13D130_IES
ERLH		E1	13000	12500		B3-U0-G2	B3-U0-G2	ERLH_13E140_IES	ERLH_13E130_IES
ERLH		F1	13000	12500		B3-U0-G2	B3-U0-G2	ERLH_13F140_IES	ERLH_13F130_IES
ERLH		G1	13000	12500		B3-U0-G2	B3-U0-G2	ERLH_13G140_IES	ERLH_13G130_IES
ERLH	14	A1	13300	12800	139	B3-U0-G3	B3-U0-G3	ERLH_14A140_IES	ERLH_14A130_IES
ERLH		B1	13700	13200		B3-U0-G2	B3-U0-G2	ERLH_14B140_IES	ERLH_14B130_IES
ERLH		C1	14000	13500		B3-U0-G2	B3-U0-G2	ERLH_14C140_IES	ERLH_14C130_IES
ERLH		D1	13700	13200		B3-U0-G2	B3-U0-G2	ERLH_14D140_IES	ERLH_14D130_IES
ERLH		E1	14000	13500		B3-U0-G2	B3-U0-G2	ERLH_14E140_IES	ERLH_14E130_IES
ERLH		F1	14000	13500		B3-U0-G2	B3-U0-G2	ERLH_14F140_IES	ERLH_14F130_IES
ERLH		G1	14000	13500		B3-U0-G2	B3-U0-G2	ERLH_14G140_IES	ERLH_14G130_IES
ERLH	15	A1	14200	13700	161	B3-U0-G3	B3-U0-G3	ERLH_15A140_IES	ERLH_15A130_IES
ERLH		B1	14700	14200		B3-U0-G2	B3-U0-G2	ERLH_15B140_IES	ERLH_15B130_IES
ERLH		C1	15000	14500		B3-U0-G2	B3-U0-G2	ERLH_15C140_IES	ERLH_15C130_IES
ERLH		D1	14700	14200		B3-U0-G2	B3-U0-G2	ERLH_15D140_IES	ERLH_15D130_IES
ERLH		E1	15000	14500		B3-U0-G2	B3-U0-G2	ERLH_15E140_IES	ERLH_15E130_IES
ERLH		F1	15000	14500		B3-U0-G2	B3-U0-G2	ERLH_15F140_IES	ERLH_15F130_IES
ERLH		G1	15000	14500		B3-U0-G2	B3-U0-G2	ERLH_15G140_IES	ERLH_15G130_IES

# Ordering Number Logic

## Evolve™ LED Streetlight (ERS1)



ERS1

PROD. ID	VOLTAGE	LUMEN OUTPUT	DISTRIBUTION	DRIVE CURRENT	CCT	CONTROLS	COLOR	OPTIONS
<b>E</b> = Evolve <b>R</b> = Roadway <b>S</b> = Scalable <b>1</b> = Single Module	<b>0</b> = 120-277* <b>1</b> = 120 <b>2</b> = 208 <b>3</b> = 240 <b>4</b> = 277 <b>5</b> = 480 <b>D</b> = 347 <b>H</b> = 347-480* * Not available with Fusing. Must choose a discrete voltage with F option.	<b>10</b> <b>11</b> <b>13</b> <b>14</b> <b>15</b> See Data Table for more information.	<b>A1</b> = Extra Narrow Asymmetric <b>B1</b> = Narrow Asymmetric (Medium) <b>C1</b> = Asymmetric (Short) <b>D1</b> = Asymmetric Forward <b>E1</b> = Asymmetric (Medium) <b>F1</b> = Asymmetric (Wide) <b>G1</b> = Asymmetric (Extra Wide) See Data Table for more information	<b>X</b> = Not Applicable	<b>30</b> = 3000K <b>40</b> = 4000K	<b>A</b> = ANSI C136.41 7-pin <b>D</b> = ANSI C136.41 7-pin receptacle with Shorting Cap <b>E</b> = ANSI C136.41 7-pin Receptacle with non-Dimming PE Control.* * PE Control Only available for 120-277V or 480V Discrete. Not available for 347-480V or 347V Discrete. <b>NOTE:</b> Dimming controls wired for 0-10V standard unless DALI option "U" requested.	<b>GRAY</b> = Gray <b>BLCK</b> = Black <b>DKBZ</b> = Dark Bronze	<b>F</b> = Fusing <b>G</b> = Internal Bubble Level <b>I</b> = IP66 Optical <b>L</b> = Tool-Less Entry <b>R</b> = Optional Secondary Enhanced Surge Protection (10kV/5kA) <b>T</b> = 20kV/10kA Surge Protection per IEEE/ANSI C62.41.2-2002 † <b>U</b> = Universal DALI Programmable+^ <b>Y</b> = Coastal Finish* <b>XXX</b> = Special Options * Recommended for installations within 1 mile from the coast. Contact Factory for Lead-Time. ^ Compatible with LightGrid 2.0 nodes. ^Not available at 347V, 480V or 347-480V.

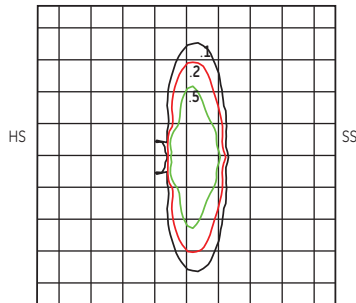
PRODUCT ID	LUMEN OUTPUT	DISTRIBUTION	TYPICAL INITIAL LUMENS		TYPICAL SYSTEM WATTAGE	BUG RATING		IES FILE NUMBER	
			4000K	3000K		4000K	3000K	4000K	3000K
ERS1	10	A1	9500	9200	90	B3-U0-G2	B3-U0-G2	ERS1_10A1X40_IES	ERS1_10A1X30_IES
ERS1		B1	9800	9500		B3-U0-G1	B2-U0-G1	ERS1_10B1X40_IES	ERS1_10B1X30_IES
ERS1		C1	10000	9600		B2-U0-G1	B2-U0-G1	ERS1_10C1X40_IES	ERS1_10C1X30_IES
ERS1		D1	9800	9500		B2-U0-G2	B2-U0-G2	ERS1_10D1X40_IES	ERS1_10D1X30_IES
ERS1		E1	10000	9600		B2-U0-G2	B2-U0-G2	ERS1_10E1X40_IES	ERS1_10E1X30_IES
ERS1		F1	10000	9600		B2-U0-G2	B2-U0-G2	ERS1_10F1X40_IES	ERS1_10F1X30_IES
ERS1		G1	10000	9600		B2-U0-G2	B2-U0-G2	ERS1_10G1X40_IES	ERS1_10G1X30_IES
ERS1	11	A1	10900	10500	108	B3-U0-G2	B3-U0-G2	ERS1_11A1X40_IES	ERS1_11A1X30_IES
ERS1		B1	11200	10800		B3-U0-G2	B3-U0-G1	ERS1_11B1X40_IES	ERS1_11B1X30_IES
ERS1		C1	11500	11100		B3-U0-G2	B3-U0-G2	ERS1_11C1X40_IES	ERS1_11C1X30_IES
ERS1		D1	11200	10800		B2-U0-G2	B2-U0-G2	ERS1_11D1X40_IES	ERS1_11D1X30_IES
ERS1		E1	11500	11100		B3-U0-G2	B3-U0-G2	ERS1_11E1X40_IES	ERS1_11E1X30_IES
ERS1		F1	11500	11100		B3-U0-G2	B3-U0-G2	ERS1_11F1X40_IES	ERS1_11F1X30_IES
ERS1		G1	11500	11100		B3-U0-G2	B3-U0-G2	ERS1_11G1X40_IES	ERS1_11G1X30_IES
ERS1	13	A1	12300	11900	125	B3-U0-G2	B3-U0-G2	ERS1_13A1X40_IES	ERS1_13A1X30_IES
ERS1		B1	12700	12200		B3-U0-G2	B3-U0-G2	ERS1_13B1X40_IES	ERS1_13B1X30_IES
ERS1		C1	13000	12500		B3-U0-G2	B3-U0-G2	ERS1_13C1X40_IES	ERS1_13C1X30_IES
ERS1		D1	12700	12200		B3-U0-G2	B2-U0-G2	ERS1_13D1X40_IES	ERS1_13D1X30_IES
ERS1		E1	13000	12500		B3-U0-G2	B3-U0-G2	ERS1_13E1X40_IES	ERS1_13E1X30_IES
ERS1		F1	13000	12500		B3-U0-G2	B3-U0-G2	ERS1_13F1X40_IES	ERS1_13F1X30_IES
ERS1		G1	13000	12500		B3-U0-G2	B3-U0-G2	ERS1_13G1X40_IES	ERS1_13G1X30_IES
ERS1	14	A1	13300	12800	139	B3-U0-G3	B3-U0-G3	ERS1_14A1X40_IES	ERS1_14A1X30_IES
ERS1		B1	13700	13200		B3-U0-G2	B3-U0-G2	ERS1_14B1X40_IES	ERS1_14B1X30_IES
ERS1		C1	14000	13500		B3-U0-G2	B3-U0-G2	ERS1_14C1X40_IES	ERS1_14C1X30_IES
ERS1		D1	13700	13200		B3-U0-G2	B3-U0-G2	ERS1_14D1X40_IES	ERS1_14D1X30_IES
ERS1		E1	14000	13500		B3-U0-G2	B3-U0-G2	ERS1_14E1X40_IES	ERS1_14E1X30_IES
ERS1		F1	14000	13500		B3-U0-G2	B3-U0-G2	ERS1_14F1X40_IES	ERS1_14F1X30_IES
ERS1		G1	14000	13500		B3-U0-G2	B3-U0-G2	ERS1_14G1X40_IES	ERS1_14G1X30_IES
ERS1	15	A1	14200	13700	161	B3-U0-G3	B3-U0-G3	ERS1_15A1X40_IES	ERS1_15A1X30_IES
ERS1		B1	14700	14200		B3-U0-G2	B3-U0-G2	ERS1_15B1X40_IES	ERS1_15B1X30_IES
ERS1		C1	15000	14500		B3-U0-G2	B3-U0-G2	ERS1_15C1X40_IES	ERS1_15C1X30_IES
ERS1		D1	14700	14200		B3-U0-G2	B3-U0-G2	ERS1_15D1X40_IES	ERS1_15D1X30_IES
ERS1		E1	15000	14500		B3-U0-G2	B3-U0-G2	ERS1_15E1X40_IES	ERS1_15E1X30_IES
ERS1		F1	15000	14500		B3-U0-G2	B3-U0-G2	ERS1_15F1X40_IES	ERS1_15F1X30_IES
ERS1		G1	15000	14500		B3-U0-G2	B3-U0-G2	ERS1_15G1X40_IES	ERS1_15G1X30_IES

# Photometrics

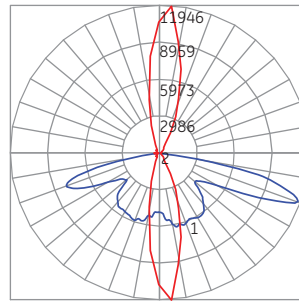
## Evolve™ LED Streetlight (ERLH and ERS1)

### ERLH and ERS1 Extra Narrow Asymmetric (15A1)

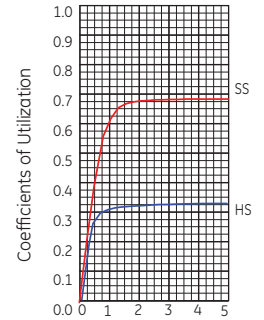
14,200 Lumens  
4000K



Grid Distance in Units of  
Mounting Height at 30' Initial  
Footcandle Values at Grade



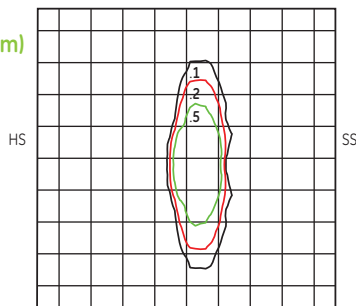
— Vertical plane through horizontal angle  
of maximum candlepower at 85°  
— Vertical plane through horizontal angle of 71°



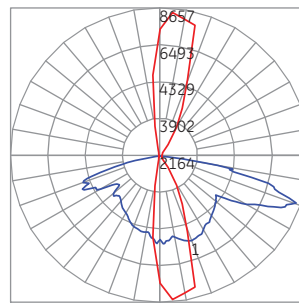
Coefficients of Utilization

### ERLH and ERS1 Narrow Asymmetric (Medium) (15B1)

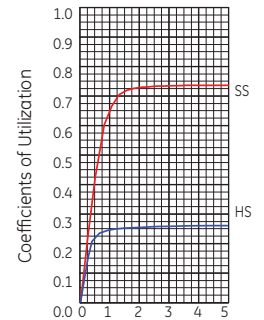
14,700 Lumens  
4000K



Grid Distance in Units of  
Mounting Height at 30' Initial  
Footcandle Values at Grade



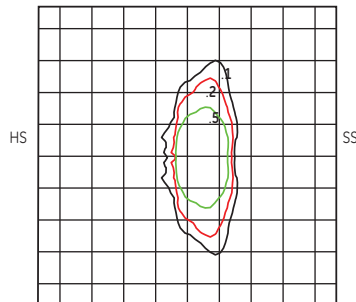
— Vertical plane through horizontal angle  
of maximum candlepower at 85°  
— Vertical plane through horizontal angle of 71°



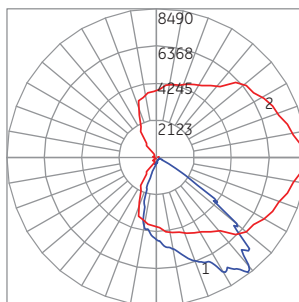
Coefficients of Utilization

### ERLH and ERS1 Asymmetric Short (15C1)

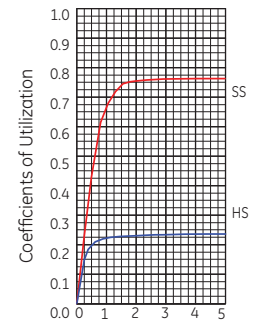
15,000 Lumens  
4000K



Grid Distance in Units of  
Mounting Height at 30' Initial  
Footcandle Values at Grade



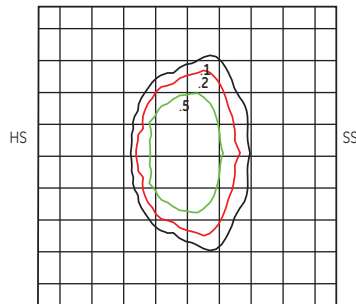
— Vertical plane through horizontal angle  
of maximum candlepower at 0°  
— Vertical plane through horizontal angle of 38°



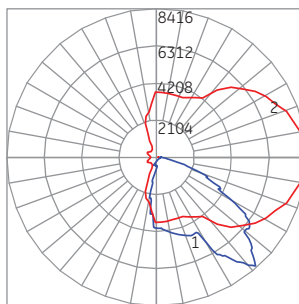
Coefficients of Utilization

### ERLH and ERS1 Asymmetric Forward (15D1)

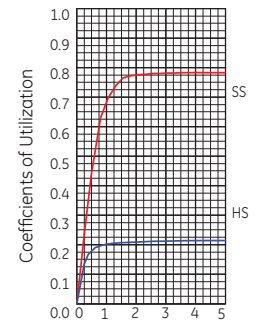
14,700 Lumens  
4000K



Grid Distance in Units of  
Mounting Height at 30' Initial  
Footcandle Values at Grade



— Vertical plane through horizontal angle  
of maximum candlepower at 5°  
— Vertical plane through horizontal angle of 41°



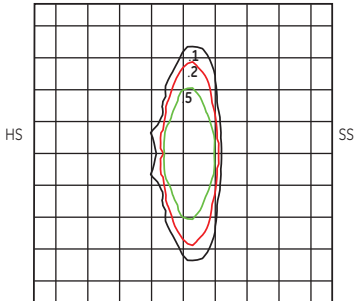
Coefficients of Utilization

# Photometrics

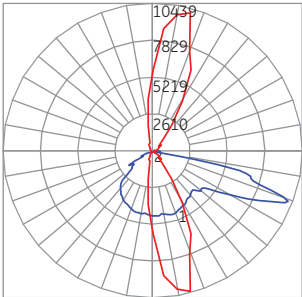
## Evolve™ LED Streetlight (ERLH and ERS1)

### ERLH and ERS1 Asymmetric Medium (15E1)

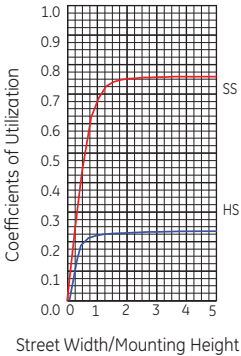
15,000 Lumens  
4000K



Grid Distance in Units of  
Mounting Height at 30' Initial  
Footcandle Values at Grade

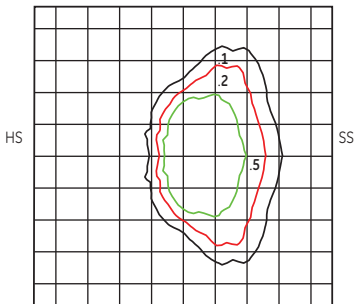


— Vertical plane through horizontal angle  
of maximum candlepower at 75°  
— Vertical plane through horizontal angle of 70°

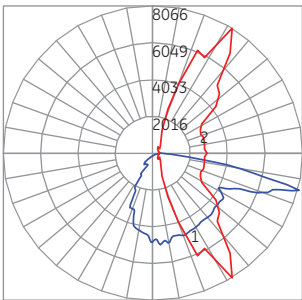


### ERLH and ERS1 Asymmetric Wide (15F1)

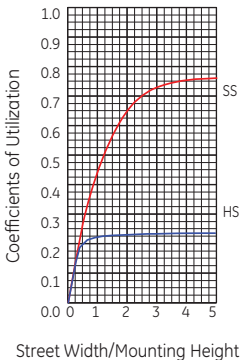
15,000 Lumens  
4000K



Grid Distance in Units of  
Mounting Height at 30' Initial  
Footcandle Values at Grade

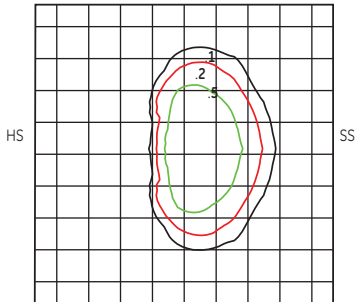


— Vertical plane through horizontal angle  
of maximum candlepower at 60°  
— Vertical plane through horizontal angle of 75°

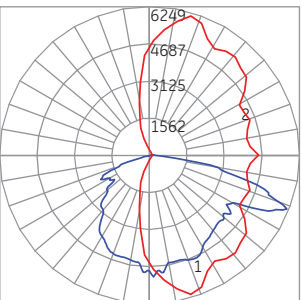


### ERLH and ERS1 Asymmetric Extra Wide (15G1)

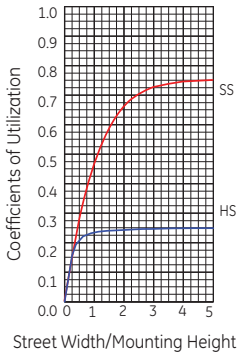
15,000 Lumens  
4000K



Grid Distance in Units of  
Mounting Height at 30' Initial  
Footcandle Values at Grade



— Vertical plane through horizontal angle  
of maximum candlepower at 75°  
— Vertical plane through horizontal angle of 68°



# Ordering Number Logic

## Evolve™ LED Streetlight (ERS2)



ERS2

PROD. ID	VOLTAGE	LUMEN OUTPUT	DISTRIBUTION	DRIVE CURRENT	CCT	CONTROLS	COLOR	OPTIONS
<b>E</b> = Evolve <b>R</b> = Roadway <b>S</b> = Scalable <b>2</b> = Double Module	<b>0</b> = 120-277* <b>1</b> = 120 <b>2</b> = 208 <b>3</b> = 240 <b>4</b> = 277 <b>5</b> = 480 <b>D</b> = 347 <b>H</b> = 347-480*  * Not available with Fusing. Must choose a descreeet voltage with F option.	<b>16</b> <b>18</b> <b>19</b> <b>21</b> <b>23</b> <b>25</b> <b>27</b> <b>28</b>  See Data Table for more information.	<b>A1</b> = Extra Narrow Asymmetric <b>B1</b> = Narrow Asymmetric (Medium) <b>C1</b> = Asymmetric (Short) <b>D1</b> = Asymmetric Forward <b>E1</b> = Asymmetric (Medium) <b>F1</b> = Asymmetric (Wide) <b>G1</b> = Asymmetric (Extra Wide) See Data Table for more information	<b>X</b> = Not Applicable	<b>30</b> = 3000K <b>40</b> = 4000K	<b>A</b> = ANSI C136.41 7-pin <b>D</b> = ANSI C136.41 7-pin receptacle with Shorting Cap <b>E</b> = ANSI C136.41 7-pin Receptacle with non-Dimming PE Control.*  * PE Control Only available for 120-277V or 480V Discrete. Not available for 347-480V or 347V Discrete.  <b>NOTE:</b> Dimming controls wired for 0-10V standard unless DALI option "U" requested.	<b>GRAY</b> = Gray <b>BLCK</b> = Black <b>DKBZ</b> = Dark Bronze	<b>A</b> = 4 Bolt Slipfitter † <b>F</b> = Fusing <b>G</b> = Internal Bubble Level <b>I</b> = IP66 Optical <b>L</b> = Tool-Less Entry <b>R</b> = Optional Secondary Enhanced Surge Protection (10kV/5kA) <b>T</b> = 20kV/10kA Surge Protection per IEEE/ANSI C62.41.2-2002 † <b>U</b> = Universal DALI Programmable + ^ <b>Y</b> = Coastal Finish* <b>XXX</b> = Special Options  † Contact manufacturer for Lead-Time. * Recommended for installations within 1 mile from the coast. Contact Factory for Lead-Time. + Compatible with LightGrid 2.0 nodes. ^ Not available at 347V, 480V or 347-480V.
PRODUCT ID	LUMEN OUTPUT	DISTRIBUTION	TYPICAL INITIAL LUMENS	TYPICAL SYSTEM WATTAGE	BUG RATING	IES FILE NUMBER		
			4000K	3000K	4000K	3000K	4000K	3000K
ERS2	16	A1	15200	14700	132	B3-U0-G3	ERS2_16A1X40	ERS2_16A1X30
ERS2		B1	15700	15100		B3-U0-G2	ERS2_16B1X40	ERS2_16B1X30
ERS2		C1	16000	15400		B3-U0-G2	ERS2_16C1X40	ERS2_16C1X30
ERS2		D1	15700	15100		B3-U0-G2	ERS2_16D1X40	ERS2_16D1X30
ERS2		E1	16000	15400		B3-U0-G2	ERS2_16E1X40	ERS2_16E1X30
ERS2		F1	16000	15400		B3-U0-G2	ERS2_16F1X40	ERS2_16F1X30
ERS2		G1	16000	15400		B3-U0-G2	ERS2_16G1X40	ERS2_16G1X30
ERS2								
ERS2	18	A1	17100	16500	157	B3-U0-G3	ERS2_18A1X40	ERS2_18A1X30
ERS2		B1	17600	17000		B3-U0-G2	ERS2_18B1X40	ERS2_18B1X30
ERS2		C1	18000	17400		B3-U0-G2	ERS2_18C1X40	ERS2_18C1X30
ERS2		D1	17600	17000		B3-U0-G2	ERS2_18D1X40	ERS2_18D1X30
ERS2		E1	18000	17400		B3-U0-G2	ERS2_18E1X40	ERS2_18E1X30
ERS2		F1	18000	17400		B3-U0-G2	ERS2_18F1X40	ERS2_18F1X30
ERS2		G1	18000	17400		B3-U0-G2	ERS2_18G1X40	ERS2_18G1X30
ERS2								
ERS2	19	A1	18000	17400	162	B3-U0-G3	ERS2_19A1X40	ERS2_19A1X30
ERS2		B1	18600	17900		B3-U0-G2	ERS2_19B1X40	ERS2_19B1X30
ERS2		C1	19000	18300		B3-U0-G2	ERS2_19C1X40	ERS2_19C1X30
ERS2		D1	18600	17900		B3-U0-G2	ERS2_19D1X40	ERS2_19D1X30
ERS2		E1	19000	18300		B3-U0-G2	ERS2_19E1X40	ERS2_19E1X30
ERS2		F1	19000	18300		B3-U0-G3	ERS2_19F1X40	ERS2_19F1X30
ERS2		G1	19000	18300		B3-U0-G3	ERS2_19G1X40	ERS2_19G1X30
ERS2								
ERS2	21	A1	20000	19300	193	B3-U0-G3	ERS2_21A1X40	ERS2_21A1X30
ERS2		B1	20600	19900		B3-U0-G2	ERS2_21B1X40	ERS2_21B1X30
ERS2		C1	21000	20300		B3-U0-G2	ERS2_21C1X40	ERS2_21C1X30
ERS2		D1	20600	19900		B3-U0-G2	ERS2_21D1X40	ERS2_21D1X30
ERS2		E1	21000	20300		B3-U0-G2	ERS2_21E1X40	ERS2_21E1X30
ERS2		F1	21000	20300		B3-U0-G3	ERS2_21F1X40	ERS2_21F1X30
ERS2		G1	21000	20300		B3-U0-G3	ERS2_21G1X40	ERS2_21G1X30
ERS2								
ERS2	23	A1	21900	21100	219	B4-U0-G3	ERS2_23A1X40	ERS2_23A1X30
ERS2		B1	22500	21700		B3-U0-G3	ERS2_23B1X40	ERS2_23B1X30
ERS2		C1	23000	22200		B3-U0-G2	ERS2_23C1X40	ERS2_23C1X30
ERS2		D1	22500	21700		B3-U0-G2	ERS2_23D1X40	ERS2_23D1X30
ERS2		E1	23000	22200		B3-U0-G2	ERS2_23E1X40	ERS2_23E1X30
ERS2		F1	23000	22200		B3-U0-G3	ERS2_23F1X40	ERS2_23F1X30
ERS2		G1	23000	22200		B3-U0-G3	ERS2_23G1X40	ERS2_23G1X30
ERS2								
ERS2	25	A1	23800	23000	243	B4-U0-G3	ERS2_25A1X40	ERS2_25A1X30
ERS2		B1	24500	23600		B4-U0-G3	ERS2_25B1X40	ERS2_25B1X30
ERS2		C1	25000	24100		B3-U0-G2	ERS2_25C1X40	ERS2_25C1X30
ERS2		D1	24500	23600		B3-U0-G3	ERS2_25D1X40	ERS2_25D1X30
ERS2		E1	25000	24100		B3-U0-G3	ERS2_25E1X40	ERS2_25E1X30
ERS2		F1	25000	24100		B3-U0-G3	ERS2_25F1X40	ERS2_25F1X30
ERS2		G1	25000	24100		B3-U0-G3	ERS2_25G1X40	ERS2_25G1X30
ERS2								
ERS2	27	A1	25700	24800	275	B4-U0-G3	ERS2_27A1X40	ERS2_27A1X30
ERS2		B1	26500	25600		B4-U0-G3	ERS2_27B1X40	ERS2_27B1X30
ERS2		C1	27000	26000		B4-U0-G3	ERS2_27C1X40	ERS2_27C1X30
ERS2		D1	26500	25600		B3-U0-G3	ERS2_27D1X40	ERS2_27D1X30
ERS2		E1	27000	26000		B4-U0-G3	ERS2_27E1X40	ERS2_27E1X30
ERS2		F1	27000	26000		B4-U0-G4	ERS2_27F1X40	ERS2_27F1X30
ERS2		G1	27000	26000		B4-U0-G3	ERS2_27G1X40	ERS2_27G1X30
ERS2								
ERS2	28	A1	26600	25600	280	B4-U0-G3	ERS2_28A1X40	ERS2_28A1X30
ERS2		B1	27400	26400		B4-U0-G3	ERS2_28B1X40	ERS2_28B1X30
ERS2		C1	28000	26900		B4-U0-G3	ERS2_28C1X40	ERS2_28C1X30
ERS2		D1	27400	26400		B3-U0-G3	ERS2_28D1X40	ERS2_28D1X30
ERS2		E1	28000	26900		B4-U0-G3	ERS2_28E1X40	ERS2_28E1X30
ERS2		F1	28000	26900		B4-U0-G4	ERS2_28F1X40	ERS2_28F1X30
ERS2		G1	28000	26900		B4-U0-G4	ERS2_28G1X40	ERS2_28G1X30
ERS2								

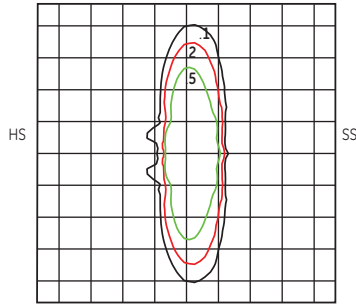


# Photometrics

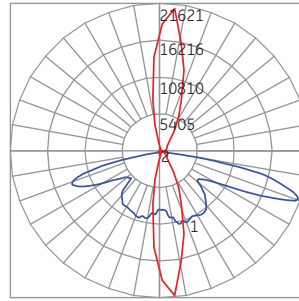
## Evolve™ LED Streetlight (ERS2)

### ERS2 Extra Narrow Asymmetric (27A1)

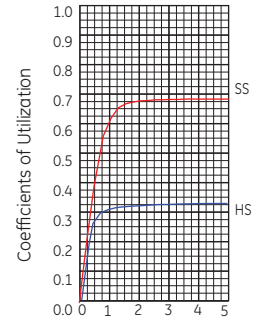
25,700 Lumens  
4000K  
ERS2\_27A1X40\_\_\_\_.IES



Grid Distance in Units of  
Mounting Height at 30' Initial  
Footcandle Values at Grade



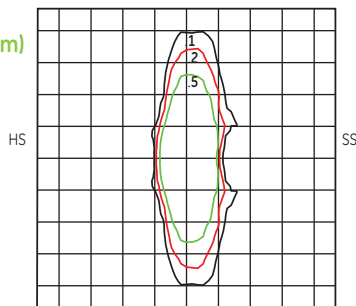
— Vertical plane through horizontal angle  
of maximum candlepower at 85°  
— Vertical plane through horizontal angle of 71°



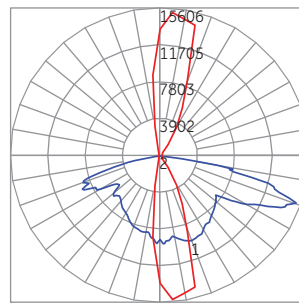
Street Width/Mounting Height

### ERS2 Narrow Asymmetric (Medium) (27B1)

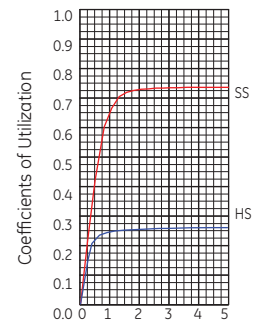
26,500 Lumens  
4000K  
ERS2\_27B1X40\_\_\_\_.IES



Grid Distance in Units of  
Mounting Height at 30' Initial  
Footcandle Values at Grade



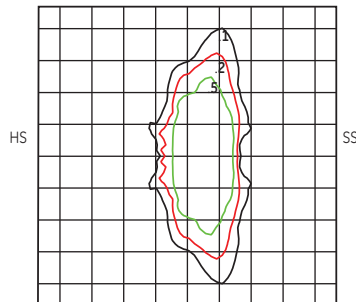
— Vertical plane through horizontal angle  
of maximum candlepower at 85°  
— Vertical plane through horizontal angle of 71°



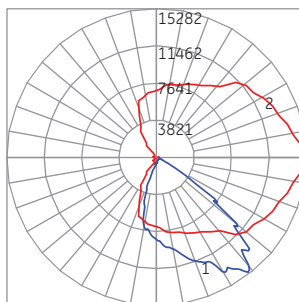
Street Width/Mounting Height

### ERS2 Asymmetric Short (27C1)

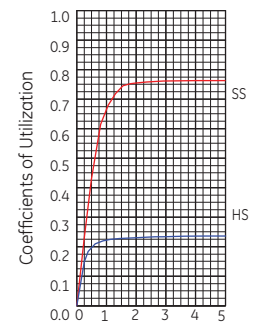
27,000 Lumens  
4000K  
ERS2\_27C1X40\_\_\_\_.IES



Grid Distance in Units of  
Mounting Height at 30' Initial  
Footcandle Values at Grade



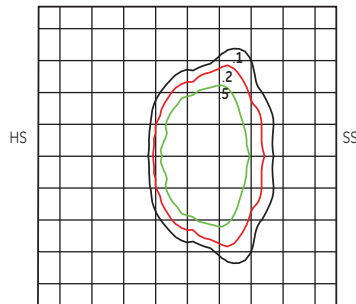
— Vertical plane through horizontal angle  
of maximum candlepower at 0°  
— Vertical plane through horizontal angle of 38°



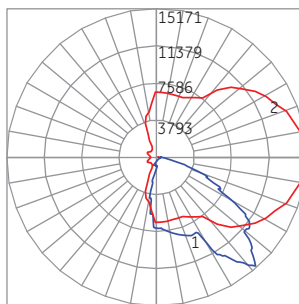
Street Width/Mounting Height

### ERS2 Asymmetric Forward (27D1)

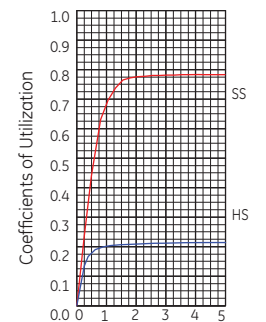
26,500 Lumens  
4000K  
ERS2\_27D1X40\_\_\_\_.IES



Grid Distance in Units of  
Mounting Height at 30' Initial  
Footcandle Values at Grade



— Vertical plane through horizontal angle  
of maximum candlepower at 5°  
— Vertical plane through horizontal angle of 41°



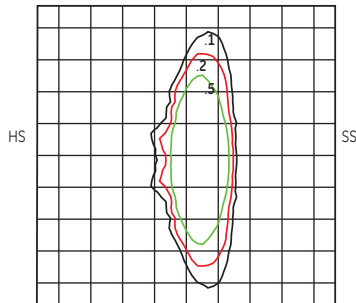
Street Width/Mounting Height

# Photometrics

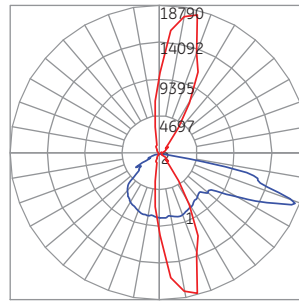
## Evolve™ LED Streetlight (ERS2)

### ERS2 Asymmetric Medium (27E1)

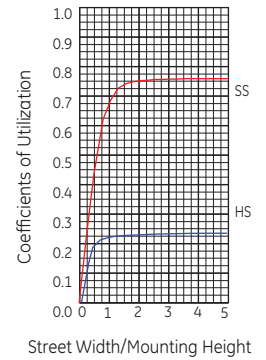
27,000 Lumens  
4000K  
ERS2\_27E1X40\_\_\_\_.IES



Grid Distance in Units of  
Mounting Height at 30' Initial  
Footcandle Values at Grade

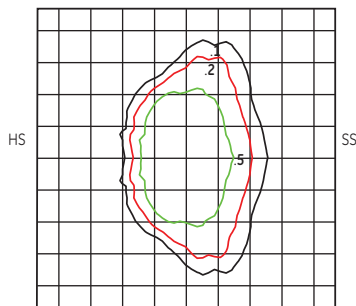


— Vertical plane through horizontal angle  
of maximum candlepower at 75°  
— Vertical plane through horizontal angle of 70°

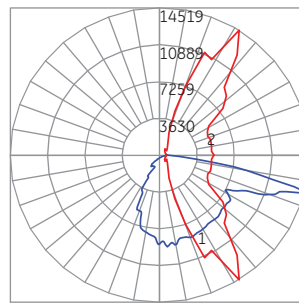


### ERS2 Asymmetric Wide (27F1)

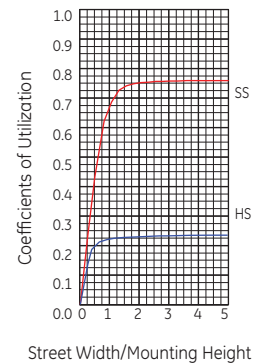
27,000 Lumens  
4000K  
ERS2\_27F1X40\_\_\_\_.IES



Grid Distance in Units of  
Mounting Height at 30' Initial  
Footcandle Values at Grade

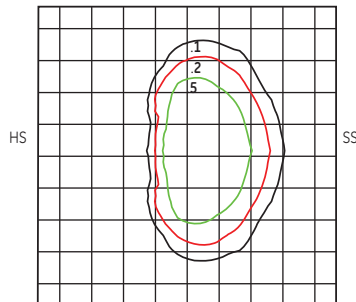


— Vertical plane through horizontal angle  
of maximum candlepower at 60°  
— Vertical plane through horizontal angle of 75°

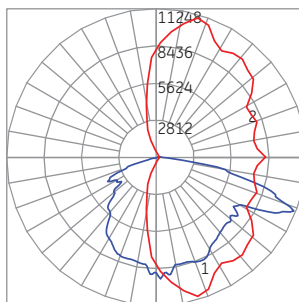


### ERS2 Asymmetric Extra Wide (27G1)

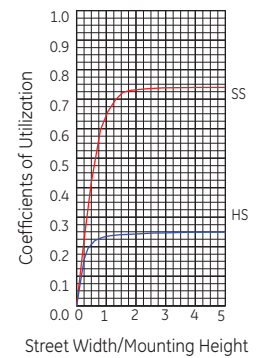
27,000 Lumens  
4000K  
ERS2\_27G1X40\_\_\_\_.IES



Grid Distance in Units of  
Mounting Height at 30' Initial  
Footcandle Values at Grade



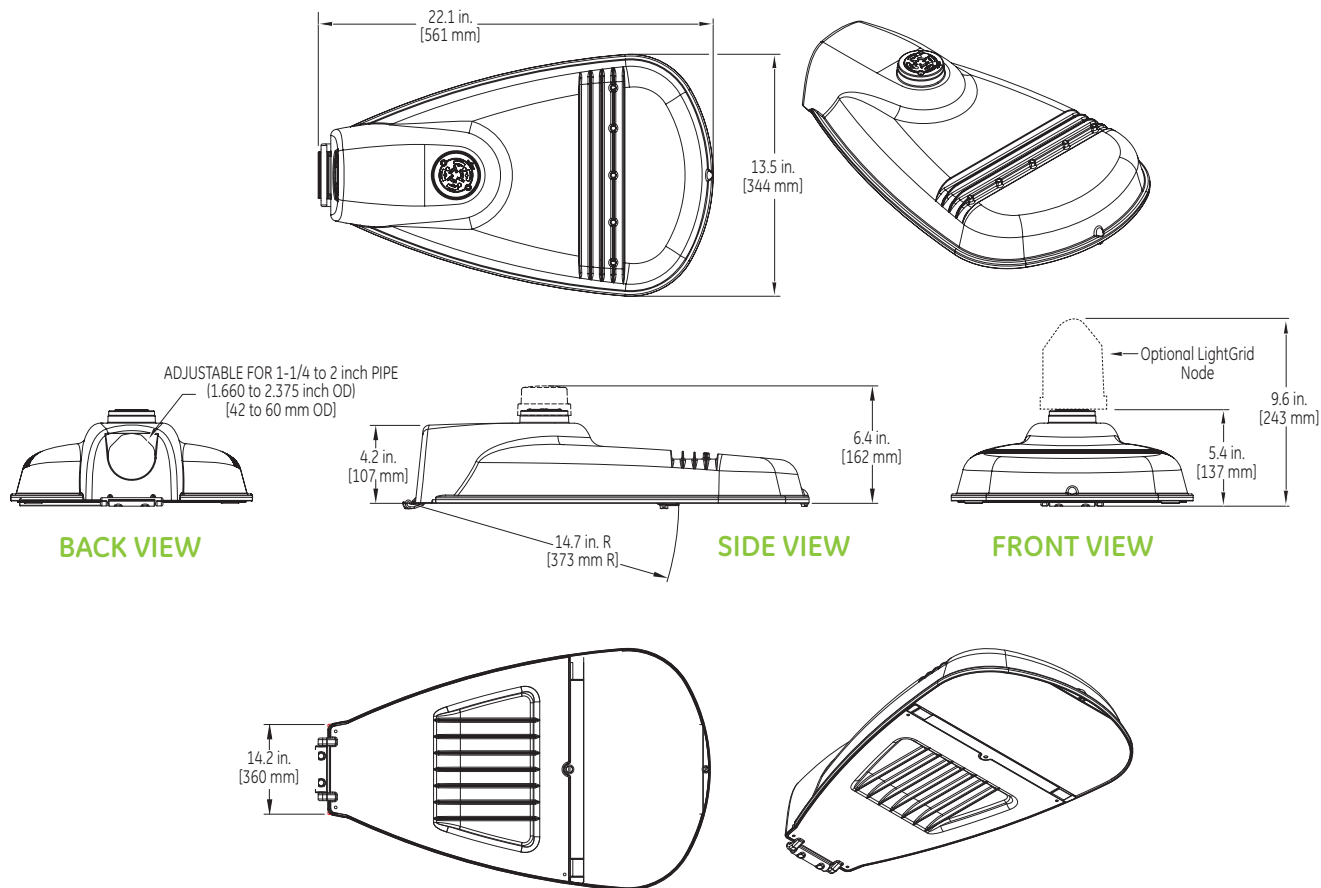
— Vertical plane through horizontal angle  
of maximum candlepower at 75°  
— Vertical plane through horizontal angle of 68°





## Product Dimensions

### Evolve™ LED Streetlight (ERL1)

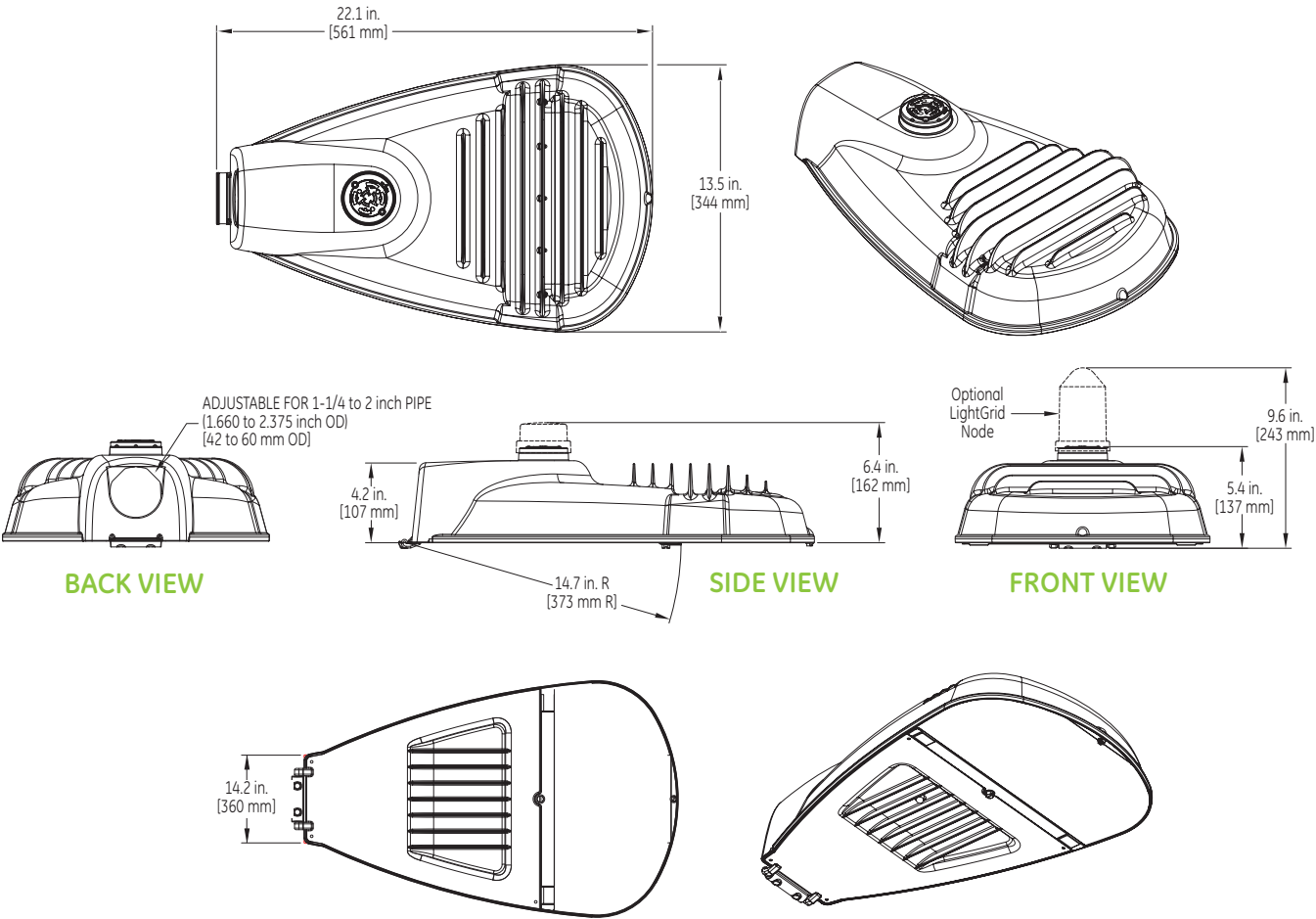


#### DATA

- Approximate net weight: 12.4 lbs (5.6 kgs) - Without XFMR
- Approximate net weight: 15.5 lbs (7 kgs) - With XFMR
- Effective Projected Area (EPA): 0.5 sq ft max (0.046 sq m)

# Product Dimensions

## Evolve™ LED Streetlight (ERLH)

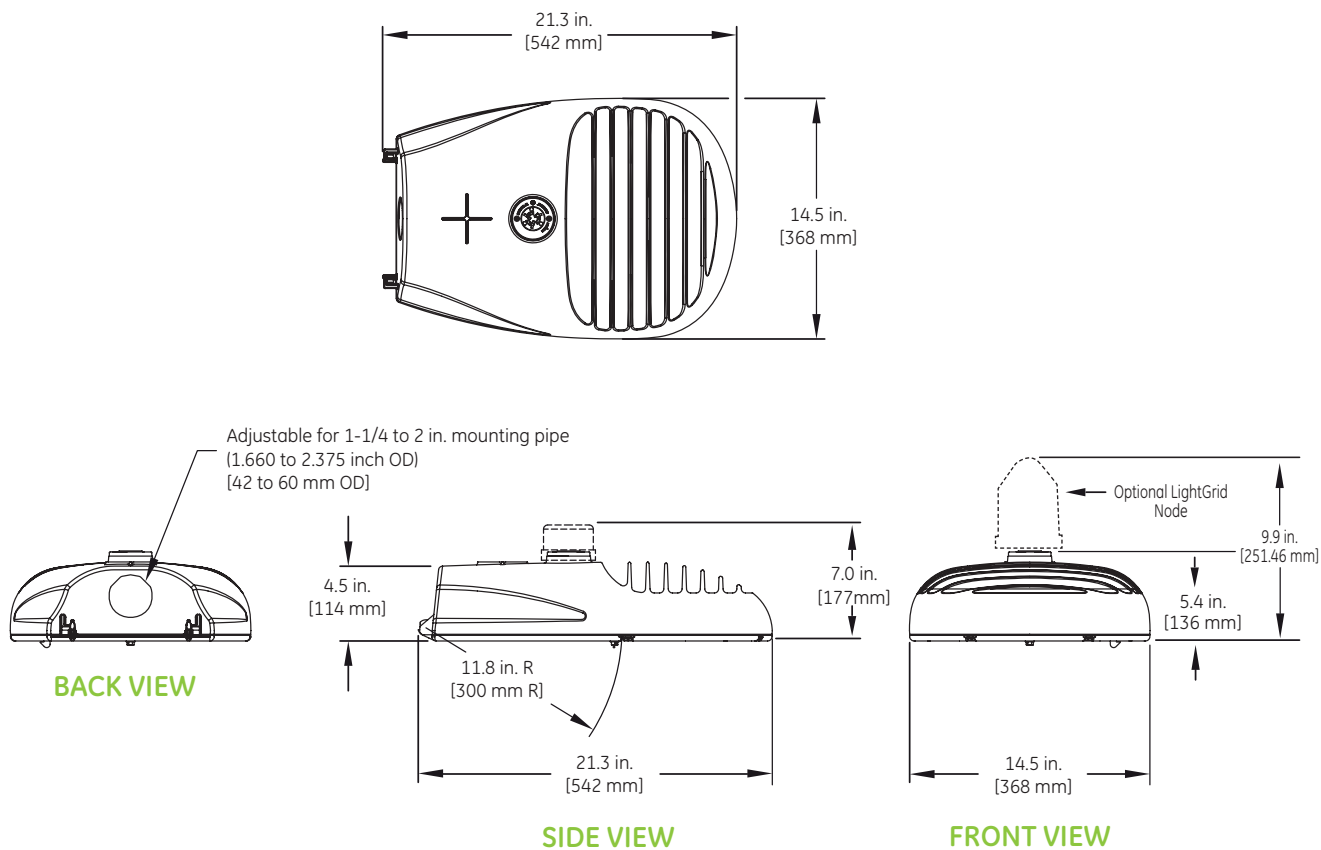


### DATA

- Approximate net weight: 15.15 lbs (6.9 kgs) - 2 Bolt Slipfitter
- Approximate net weight: 15.85 lbs (7.2 kgs) - 4 Bolt Slipfitter
- Effective Projected Area (EPA): 0.5 sq ft max (0.046 sq m)

# Product Dimensions

## Evolve™ LED Streetlight (ERS1)

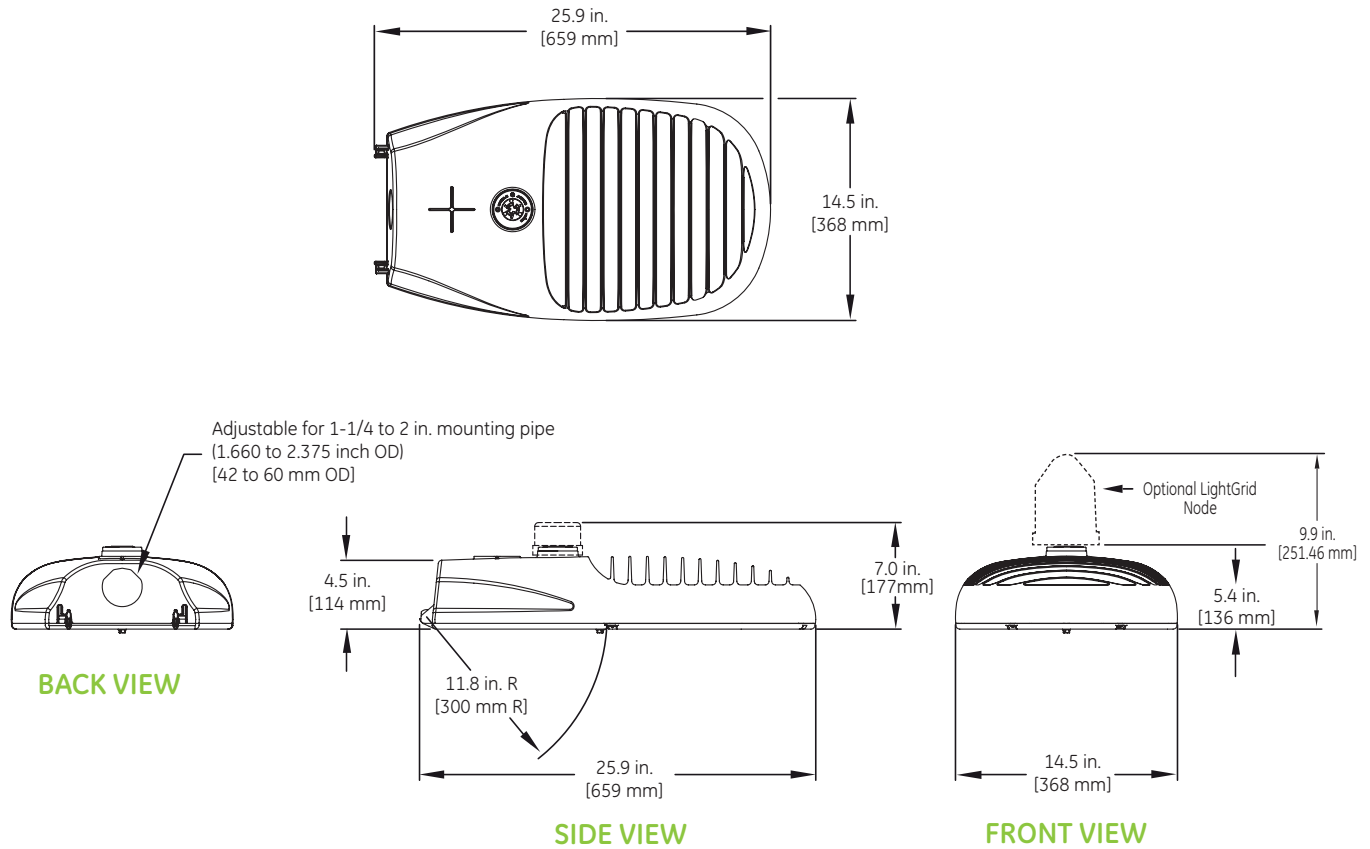


### DATA

- Approximate net weight: 20 lbs (9.1 kgs) to 25 lbs (11.4 kgs)
- Effective Projected Area (EPA): 0.5 sq ft max (0.046 sq m)

## Product Dimensions

### Evolve™ LED Streetlight (ERS2)



#### DATA

- Approximate net weight: 25 lbs (11.4 kgs) to 29 lbs (13.2 kgs)
- Effective Projected Area (EPA): 0.7 sq ft max (0.065 sq m)



[www.gelighting.com](http://www.gelighting.com)

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OLP3105 (Rev 04/14/16)





## Lighting

1975 Noble Road  
Cleveland, OH 44112  
USA

Applies to GE Evolve™ LED Luminaires purchased from GE between March 1, 2016 and the date on which this Limited Warranty document is later superseded.

### GE Evolve™ LED Luminaires Five-Year Limited Warranty

**WARRANTY:** Subject to the terms and conditions specified in this Limited Warranty, GE Lighting ("GE"), a business of General Electric Company, warrants that GE Evolve™ LED luminaires ("Product") purchased directly from GE will be free from: (a) defects in material and workmanship of electrical components until the earlier of (i) five (5) years from the date of manufacture, and (ii) 22,000 hours of operation; (b) defects in material and workmanship of non-electrical components until one (1) year from the date of manufacture; and (c) visible exterior-surface cosmetic defects in paint and material finishes (described as chips, pitting, corrosion, chalking/fading) exceeding 50% loss from the initial 60-degree gloss per ASTM D523-08, and other surface deterioration greater than 15% of the surface, in each case until five (5) years from the date of manufacture; provided, however, that GE does not warrant: (1) photoelectric controls and shorting caps, which are covered by the applicable warranties (if any) of the companies that manufacture these devices, and (2) paint and material finishes when Product is installed in a coastal application<sup>1</sup>, unless the Product is ordered with GE's Coastal Finish option (Y)<sup>2</sup>.

**REMEDY:** If a Product fails to meet the warranty set forth above, then GE will, at its option, either (i) repair the defective Product, (ii) provide a free replacement Product or replacement parts, F.O.B. GE's warehouse, or (iii) refund the purchase price paid to GE for the Product or replacement parts. Any replacement Product or part will be comparable in function, but may not be identical to the original. The replacement or repaired Product is warranted for the remainder of the original warranty period. GE is not responsible for labor and other costs associated with removal or reinstallation.

**TERMS AND CONDITIONS:** This Limited Warranty is VOID if Purchaser or the user fails to comply with any applicable instructions and recommendations of GE; if any components are replaced with components of other manufacturers; or if the Product is operated outside the specified electrical values or is subject to abnormal use or stress, including under/over voltage conditions, excessive switching cycles, and operation in environmental conditions (e.g., ambient temperature) outside normal specified operating range.

GE shall not be responsible for any failure of Products that result from external causes, including, but not limited to, acts of God; power surges that exceed product specification; improper power supply; fault or negligence of the Purchaser or user; improper or unauthorized use, installation, handling, storage, maintenance, alteration or service; any abuse, misuse, abnormal use or use in violation of any applicable standard, code or instructions for use in installations including those contained in the latest National Electrical Code (NEC), the Standards for Safety of Underwriters Laboratory, Inc. (UL), Standards for the American National Standards Institute (ANSI), in Canada, the Canadian Standards Association (CSA), Europe (CE), Australia (C-Tick); or any cause other than a defect in the material or workmanship of the Product itself.

Notwithstanding anything to the contrary in this Limited Warranty, the LED module of the Product shall not be deemed to fail to meet the warranties above unless ten percent (10%) or more of the LEDs in the module do not light.

This limited warranty extends only to Purchaser, but GE will honor, under the terms of this Limited Warranty, valid warranty claims by Purchaser arising from a failure to meet the above warranty when the Product has been resold in new condition and used only by the original end user.

**HOW TO MAKE A WARRANTY CLAIM:** GE must issue a Return Material Authorization (RMA#) for all requests for warranty review. To make a warranty claim, retain the failed Products and notify your GE sales or customer service representative in writing within thirty (30) days of the failure. After contacting GE and receiving an RMA number, Purchaser shall promptly return the Product after receiving instructions regarding if, when, and where to ship the Product. The Product must be returned within 10 days of receiving RMA number, and the shipping box must be clearly marked with RMA number. Failure to follow this procedure shall void this Limited Warranty. *GE reserves the right to examine all failed Product to determine the cause of failure and patterns of usage and shall be the sole judge as to whether any Product is defective and covered under this Limited Warranty.*

**LIMITS OF LIABILITY:** THE FOREGOING LIMITED WARRANTY CONSTITUTES THE SOLE AND EXCLUSIVE WARRANTY AND REMEDY OF THE PURCHASER AND THE SOLE LIABILITY OF GE FOR THE SPECIFIED LED LUMINAIRES AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS MADE OR IS TO BE IMPLIED. IN NO EVENT SHALL GE BE LIABLE FOR ANY OTHER COSTS OR DAMAGES INCLUDING LOST PROFITS, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.

<sup>1</sup>Coastal application is defined as within one (1) mile of a subwater coastline.

<sup>2</sup>Coastal Finish, when offered, is Option Y in the ordering number logic for GE Evolve™ luminaires.



**GE Lighting Systems, Inc.**

## **TEN YEAR LIMITED WARRANTY**

### **GE Evolve™ LED light fixtures**

#### **Limited Warranty:**

GE Lighting Systems, Inc. ("Manufacturer") warrants to Purchaser that the GE Evolve™ LED fixtures (the "Product") will be free from defects in material and workmanship for the longer of ten (10) years from (i) the date of manufacture as identified by the date code on the Product, and (ii) the date that the Product is shipped by Manufacturer (if Purchaser can substantiate the Manufacturer's date of shipment). Manufacturer does not warrant the photoelectric controls, which are covered by the applicable warranty (if any) of the company that manufactured the photoelectric controls. As used herein, the term "Purchaser" means a purchaser for resale or for use in business.

#### **Terms And Conditions:**

This warranty applies only to Products that have been properly stored, installed, and maintained; operated within the specified electrical values; and operated in environmental conditions (e.g., temperature) within the normal specified operating range of the system. The warranties are VOID if Purchaser or the user fails to comply with any applicable instructions and recommendations of Manufacturer; if the Product is operated more than 4,400 hours per year; if any LED light components are replaced with components of other manufacturers, and in the event of conditions demonstrating abnormal use or stress, including under/over voltage conditions, excessive switching cycles, and operation at an ambient temperature higher than the normal specified operating range of the system. Manufacturer shall not be responsible for any failure of its products that result from external causes, including but not limited to acts of God; power surges that exceed product specification; improper power supply; fault or negligence of the Purchaser or user; improper or unauthorized use, installation, handling, storage, alteration or service; any abuse, misuse, abnormal use or use in violation of any applicable standard, code or instructions for use in installations including those contained in the latest National Electrical Code (NEC), the Standards for Safety of Underwriters Laboratory, Inc. (UL), Standards for the American National Standards Institute (ANSI), in Canada, the Canadian Standards Association (CSA), Europe (CE), Australia (C-Tick); or any cause other than a defect in the material or workmanship of the Product itself.

Notwithstanding anything to the contrary in this limited warranty document, the LED module of the Product shall not be deemed to fail to meet the warranties above unless ten percent (10%) or more of the LEDs in the module do not light.

#### **Remedy:**

If any Product fails to meet the foregoing warranties, Manufacturer shall correct such failure either by, at its option, (i) repairing any defective or damaged part or parts of the Products, or (ii) making available, F.O.B. Manufacturer's plant, any necessary repaired or replacement parts. Manufacturer is not responsible for labor and other costs and expenses.

#### **To Make a Warranty Claim:**

No products may be returned until Purchaser has contacted Manufacturer and received a Return Material Authorization ("RMA"). To make a warranty claim, retain the failed products and notify a GE Lighting Systems, Inc. customer service manager within thirty (30) days of the failure. After contacting and receiving an RMA number from Manufacturer, Purchaser shall promptly return the Product after receiving instructions regarding if, when, and where to ship the Product or part. The Product or part must be returned within 10 days of receiving RMA number, and the shipping box must be clearly marked with RMA number. Failure to follow this procedure shall void this warranty.

Manufacturer reserves the right to examine all failed Products to determine the cause of failure and patterns of usage and reserves the right to be the sole judge as to whether any Product or components are defective and covered under this warranty.

#### **Limits Of Liability:**

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY. The provisions of this document constitute Manufacturer's sole warranties and Purchaser's sole and exclusive remedy for failure of Manufacturer's products to conform to the warranties specified above.

The total liability of Manufacturer on any and all claims of any kind, whether in contract, warranty, tort (including negligence), strict liability or otherwise, arising out of, connected with, or from Manufacturer's performance or breach of this warranty or from the manufacture, sale, delivery, resale, repair, replacement or use of any Product, or the furnishing of any service, shall in no event exceed the price allocable to the specific Product which gives rise to the claim; and any and all such liability shall terminate upon the expiration of Manufacturer's applicable warranty period specified in section (a) above. If Manufacturer furnishes advice or other assistance which concerns any product, or any system or equipment in which any such product may be installed, the furnishing of such advice or assistance shall not subject Manufacturer to any liability, whether in contract, warranty, tort (including negligence) or otherwise. IN NO EVENT WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL MANUFACTURER BE LIABLE FOR LABOR CHARGES, LOSS OF PROFITS OR REVENUES, LACK OR LOSS OF PRODUCTIVITY, INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, SYSTEMS SERVICES OR PRODUCTS, COST OF PURCHASED OR REPLACEMENT POWER, DOWNTIME COSTS, DAMAGE TO OR LOSS OF USE OF PRODUCTS OR ANY RELATED EQUIPMENT, SYSTEM OR FACILITY, OR FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY NATURE.



# DPT Series

LED Decorative Post Top Luminaire

## Product Description

Don't get fooled into purchasing new luminaires or losing compliance with other decorative post-top lighting solutions. With the DPT Series, you can have all the great benefits of performance, energy savings and reduced maintenance of a LED luminaire, because it's designed to be a "luminaire within a luminaire." Designed to replace up to 70W Metal Halide or High Pressure Sodium and up to 175W Mercury Vapor lamps, the DPT luminaire utilizes a standalone UL 1598 compliant light engine and a universal mounting base that can be mounted in new or existing installations with both medium and mogul base sockets. Preserve the historic look of the streetscape, maintain safety and eliminate compliance hurdles with the DPT Series.

**Applications:** Decorative street, pathway and general area lighting

## Performance Summary

Utilizes Cree® LED Technology

Made in the U.S.A. of U.S. and imported parts

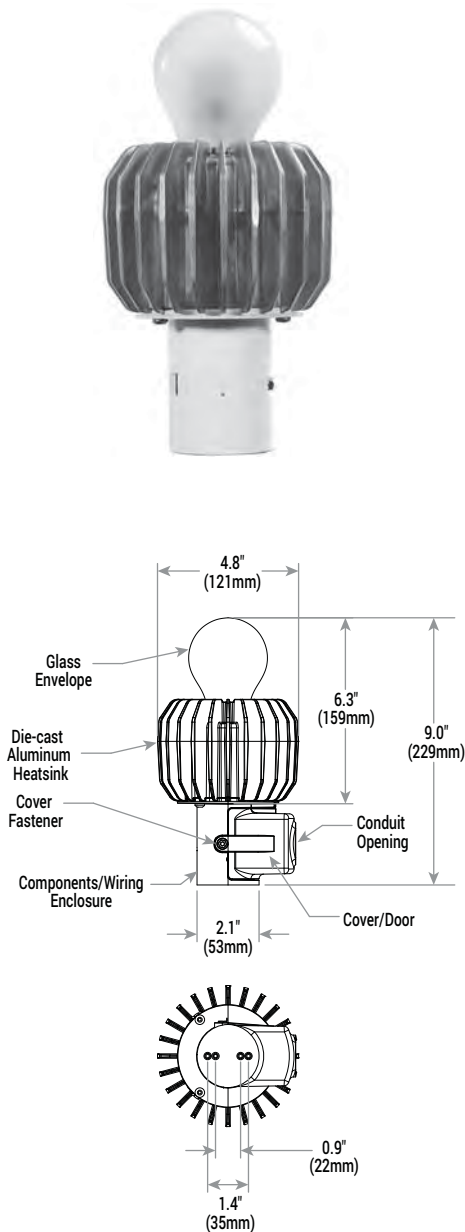
CRI: Minimum 70 CRI

CCT: 3000K (+/- 300K); 4000K (+/- 300K)

Limited Warranty†: 10 years on luminaire

## Accessories

Field-Installed	
<b>Backlight Control Shield</b> DPT-BLS - No hardware required - May not be used in combination with the uplight shield	<b>Uplight Shield for Base-Down Applications</b> DPT-ULSBD - Provides 65% cutoff - Required for DLC qualification - May not be used in combination with the backlight control shield



## Ordering Information

Example: DPT A SB FR A 30K-UL UF

DPT	A	SB	FR	A			UL	UF
Product	Version	Mounting	Lens	Input Power Designator	CCT	—	Voltage	Color Options
DPT	A	SB Surface/Base	FR Frosted Glass Lens	A 34W	30K 3000K 40K 4000K	— US * Canada	UL Universal 120-277V	UF Unfinished

† See [www.cree.com/lighting/products/warranty](http://www.cree.com/lighting/products/warranty) for warranty terms



Rev. Date: V6 02/11/2015



US: [www.cree.com/lighting](http://www.cree.com/lighting)

T (800) 236-6800 F (262) 504-5415

Canada: [www.cree.com/canada](http://www.cree.com/canada)

T (800) 473-1234 F (800) 890-7507

## DPT Series - LED Decorative Post Top Luminaire

### Product Specifications

#### CREE® LED TECHNOLOGY

Cree's total systems approach to product development is a comprehensive engineering philosophy that combines the most advanced LED sources, driver technologies, optics and forms. The result is highly-reliable luminaire solutions for both indoor and outdoor applications that reduce energy use, extend lifetimes, and maximize illumination performance and quality.

#### CONSTRUCTION & MATERIALS

- High performance die cast aluminum heat sink with low copper content
- Polycarbonate base with conduit knockout on cover to access terminal board connections (12ga-20ga) for easy power hookup
- Universal mounting base includes hole patterns for installing into luminaires with both medium or mogul base sockets
- Includes two screws for mounting to existing socket plate
- Frosted glass bulb

#### ELECTRICAL SYSTEM

- **Input Voltage:** Integral 120-277V, 50/60Hz
- **Power Factor:** > 0.9 at full load
- **Total Harmonic Distortion:** < 20% at full load
- **Operating Temperature Range:** -30°C - +40°C (-40°F - 104°F)
- Integral 6kV surge suppression protection standard
- To address inrush current, slow blow fuse or type C/D breaker should be used

#### REGULATORY & VOLUNTARY QUALIFICATIONS

- cULus Listed
- Suitable for damp locations
- Consult factory for CE Certified products
- 6kV surge suppression protection tested in accordance with IEEE/ANSI C62.41.2
- Meets Buy American requirements within ARRA
- DLC qualified when ordered with uplight shield accessory. Please refer to [www.designlights.org/QPL](http://www.designlights.org/QPL) for most current information
- RoHS compliant. Consult factory for additional details

Electrical Data*					
Input Power Designator	System Watts 120-277V	Total Current			
		120V	208V	240V	277V
A	34	0.30	0.18	0.15	0.13

\* Electrical data at 25°C (77°F). Actual wattage may differ by +/- 7% when operating between 120-277V +/- 10%

Recommended Cree® DPT Series Source Lumen Maintenance Factors (LMF) <sup>1</sup>						
Ambient	Input Power Designator	Initial LMF	25K hr Projected <sup>2</sup> LMF	50K hr Projected <sup>2</sup> LMF	75K hr Projected <sup>3</sup> LMF	100K hr Projected <sup>3</sup> LMF
5°C (41°F)	A	1.04	1.00	0.98	0.96	0.94
10°C (50°F)	A	1.03	0.99	0.97	0.95	0.93
15°C (59°F)	A	1.02	0.98	0.96	0.94	0.92
20°C (68°F)	A	1.01	0.97	0.95	0.93	0.91
25°C (77°F)	A	1.00	0.96	0.94	0.92	0.90

<sup>1</sup> Lumen maintenance values at 25°C (77°F) are calculated per TM-21 based on LM-80 data and in-situ luminaire testing

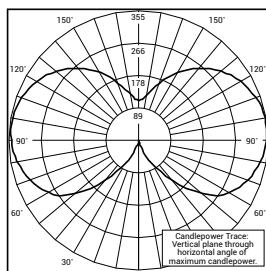
<sup>2</sup> In accordance with IESNA TM-21-11, Projected Values represent interpolated value based on time durations that are within six times (6X) the IESNA LM-80-08 total test duration (in hours) for the device under testing (DUT) i.e. the packaged LED chip

<sup>3</sup> In accordance with IESNA TM-21-11, Calculated Values represent time durations that exceed six times (6X) the IESNA LM-80-08 total test duration (in hours) for the device under testing (DUT) i.e. the packaged LED chip

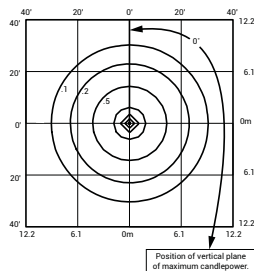
### Photometry

All published luminaire photometric testing performed to IESNA LM-79-08 standards by a NVLAP certified laboratory. To obtain an IES file specific to your project consult: <http://www.cree.com/lighting>.

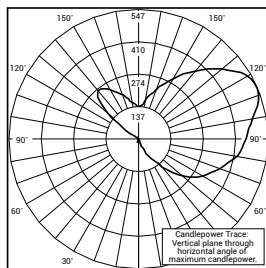
#### FR



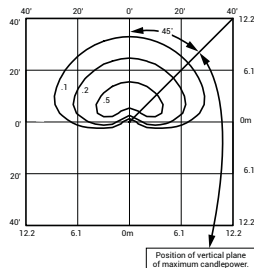
RESTL Test Report #: PL03785-003  
DPT A SB FR A 30K - UL UF  
Initial Delivered Lumens: 3,393



DPT A SB FR A 30K - UL UF  
Mounting Height: 10' (3.0m) A.F.G.  
Initial Delivered Lumens: 3,400  
Initial FC at grade



RESTL Test Report #: PL03785-004  
DPT A SB FR A 30K - UL UF w/DPT-BLS  
Initial Delivered Lumens: 2,547



DPT A SB FR A 30K - UL UF w/DPT-BLS  
Mounting Height: 10' (3.0m) A.F.G.  
Initial Delivered Lumens: 2,550  
Initial FC at grade

Frosted Glass Lens				
Input Power Designator	3000K		4000K	
	Initial Source Lumens <sup>*</sup>	BUG Ratings** Per TM-15-11	Initial Source Lumens <sup>*</sup>	BUG Ratings** Per TM-15-11
A	3,400	B1 U5 G2	3,780	B1 U5 G2

\* Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -4 and +10% of initial delivered lumens

\*\* For more information on the IES BUG (Backlight-Uplight-Glare) Rating visit: [www.iesna.org/PDF/Erratas/TM-15-11BugRatingsAddendum.pdf](http://www.iesna.org/PDF/Erratas/TM-15-11BugRatingsAddendum.pdf).

Frosted Glass Lens w/BLS Accessory				
Input Power Designator	3000K		4000K	
	Initial Source Lumens <sup>*</sup>	BUG Ratings** Per TM-15-11	Initial Source Lumens <sup>*</sup>	BUG Ratings** Per TM-15-11
A	2,550	B0 U5 G2	2,835	B0 U5 G3

\* Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -4 and +10% of initial delivered lumens

\*\* For more information on the IES BUG (Backlight-Uplight-Glare) Rating visit: [www.iesna.org/PDF/Erratas/TM-15-11BugRatingsAddendum.pdf](http://www.iesna.org/PDF/Erratas/TM-15-11BugRatingsAddendum.pdf).



## DPT Series - LED Decorative Post Top Luminaire

### Photometry

All published luminaire photometric testing performed to IESNA LM-79-08 standards by a NVLAP certified laboratory. To obtain an IES file specific to your project consult: <http://www.cree.com/lighting>.

FR W/ DPT-ULSBD

Frosted Glass Lens w/Uplight Shield Accessory		
Input Power Des- ignator	3000K	4000K
	Initial Source Lumens*	Initial Source Lumens*
A	3,115	3,209

\* Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -4 and +10% of initial delivered lumens

**LIMITED WARRANTY FOR CREE® LED LIGHTING FIXTURES  
(INCLUDING BETALED® TECHNOLOGY and TRUEWHITE® TECHNOLOGY)**

This limited warranty is provided by the Cree company described below ("Seller") to you as the original purchaser of the LED lighting product that is identified on Seller's invoice reflecting its original purchase (the "Product"). The Seller is the Cree company identified as such on the invoice. This limited warranty may be transferred to subsequent purchasers of the Product, provided that such Product is resold in new condition and in its original packaging. Seller warrants that the Product, when delivered in new condition and in its original packaging, will be free of defects in material and workmanship for a period of **TEN (10) YEARS** from the date of original purchase. The determination of whether the Product is defective shall be made by Seller in its sole discretion with consideration given to the overall performance of the Product. A Product shall not be considered defective solely as a result of the failure of individual LED components to emit light if the number of inoperable components is less than 10% of the total number of LED components in the Product.

If Seller determines the Product is defective, Seller will elect, in its sole discretion, to refund you the purchase price of the Product, repair the Product or replace the Product. This limited warranty will not apply to loss or damage to the Product caused by: negligence; abuse; misuse; mishandling; improper installation, storage or maintenance; damage due to fire or acts of God; vandalism; civil disturbances; power surges; improper power supply; electrical current fluctuations; corrosive environment installations; induced vibration; harmonic oscillation or resonance associated with movement of air currents around the Product; alteration; accident; failure to follow installation, operating, maintenance or environmental instructions prescribed by Seller or applicable electrical codes; or improper service of the Product performed by someone other than Seller or its authorized service provider. This limited warranty excludes field labor and service charges related to the repair or replacement of the Product. **THIS LIMITED WARRANTY IS VOID IF THE PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH IT IS DESIGNED.**

Seller reserves the right to utilize new, reconditioned, refurbished, repaired or remanufactured products or parts in the warranty repair or replacement process. Such products and parts will be comparable in function and performance to an original product or part, as determined by Seller in its sole discretion, and warranted for the remainder of the original warranty period.

In order to make a warranty claim, you must notify Seller in writing within sixty (60) days after your discovery of the defect, provide proof of purchase such as the invoice and comply with Seller's other warranty requirements. Upon receiving that notice, Seller may require you to promptly return the Product to Seller, or its authorized service provider, freight prepaid. Your warranty claim should be addressed to Cree, Inc., 9201 Washington Avenue, Racine, WI 53406.

This limited warranty only applies to specified LED lighting fixtures. Any warranties applicable to finish, poles, tenons, mounts, Essentia® by Cree lighting products, Cree® LED lamps, Cree® LED bulbs, Cree® LED T8 Series lamps, UR Series LED upgrade kits, CR Series LED troffers enabled with SMARTCAST® Technology, ZR Series LED troffers enabled with SMARTCAST® Technology, CS Series linear luminaires enabled with SMARTCAST® Technology, KR Series downlights enabled with SMARTCAST® Technology, DR Series downlights, CR Series downlights, LR24™ troffers, certain BetaLED® Technology outdoor fixtures (specifically Class II as defined per IEC/EN60598), backup batteries, controls, occupancy sensors, photocells (except for those contained in RUL Series utility kits) and other fixture accessories can be found at [www.cree.com/lighting/products/warranty](http://www.cree.com/lighting/products/warranty).

THE FOREGOING WARRANTY PROVISIONS ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY AGAINST INFRINGEMENT AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, COMPENSATORY, CONSEQUENTIAL, INDIRECT, SPECIAL OR OTHER DAMAGES. SELLER'S AGGREGATE LIABILITY WITH RESPECT TO A DEFECTIVE PRODUCT SHALL IN ANY EVENT BE LIMITED TO THE MONIES PAID TO SELLER FOR THAT DEFECTIVE PRODUCT.

This warranty is effective for purchases of Product on or after the effective date set forth below. Seller reserves the right to modify this warranty from time to time. Any modification of this warranty shall be effective for all orders placed with Seller on or after the effective date of such revised warranty.

Effective Date: March 22, 2016

## Cree FAQs

# 10-Year Limited Warranty - LED Lighting Fixtures, BetaLED® Technology, Cree TrueWhite® Technology and Cree® Essentia® LED Architectural Downlight

### Q: Which products are covered? Are there exclusions?

**A:** Cree's warranty covers the broadest product range in the industry. Please visit [www.cree.com/lighting/products/warranty](http://www.cree.com/lighting/products/warranty) for detailed information.

Here is the list of exclusions:

1. All lamps (LRP-38™ LED lamps, LBR-30™ LED lamps and lamp accessories)
2. Entire series of CR downlights
3. LR24™ LED troffers
4. Emergency backup batteries
5. BetaLED® Technology outdoor, CE-compliant, Class II products
6. Third-party integrated controls
7. Button and Twistlock photocells
8. Occupancy controls

### Q: Is labor included in the warranty?

**A:** No, the warranty covers the repair or replacement of the product only.

### Q: What is the "10% LED failure"?

**A:** The product will be considered defective if at least 10% of the LEDs fail to illuminate.

### Q: Does the "10% LED failure" clause cover the driver?

**A:** Yes, if the driver fails and causes more than 10% of the LEDs to not operate properly, it would be considered defective and be covered.

### Q: What is Class II and what products fall under this category?

**A:** Class II refers to international and/or European luminaires that employ a reinforced insulation system without a protective earth ground and are designated as a Class II luminaire. This is an International and/or European code that is defined by IEC/EN60598.

### Q: I heard XSP Series is Class 2 UL. Is it covered?

**A:** The XSP Series of luminaires are covered by the new 10-year limited warranty.

### Q: I see CR Series LED downlights are not covered. What downlights are covered?

**A:** All downlights, excluding the CR Series LED downlights, are covered under the 10-year limited warranty. The warranty for the CR Series LED downlights remains at five years.

### Q: Is the CR150™ LED downlight covered by the 10-year limited warranty?

**A:** All downlights, excluding the CR Series, are covered under the 10-year limited warranty. However, the CR150™ may be reviewed for inclusion. Please contact your Cree sales representative for further information.

### Q: The warranty states 10 years, but some spec sheets give specific hours of life. What is the difference?

**A:** All of the Cree lighting specification sheets that require an update to the warranty messaging are being revised to state 10 years. This will take some time to complete due to the number of specification sheets existing. Our rated lifetimes are estimated according to industry standards to determine when the product will operate at 70 percent or greater of its initial lumen output (L70).

### Q: Why did the EB14 products change from a five year warranty to a one year warranty?

**A:** All accessories now fall under a common warranty which is: "period of ONE (1) YEAR from the date of original purchase." In some cases, the warranty may be longer if the length of the warranty extended to Cree by a third party manufacturer is longer than one year.

### Q: Is the 10-year limited warranty retroactive?

**A:** No, this warranty is effective for purchases of product on or after the effective date listed in the revised warranty. Please visit [www.cree.com/lighting/products/warranty](http://www.cree.com/lighting/products/warranty) for detailed information.

If there are any further questions, please contact [info@cree.com](mailto:info@cree.com).

Cree, Inc.

[www.cree.com/lighting](http://www.cree.com/lighting)

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See [www.cree.com/lighting/products/warranty](http://www.cree.com/lighting/products/warranty) for warranty terms. Cree®, TrueWhite®, BetaLED®, and Essentia®, are registered trademarks and the Cree logo, LRP-38™, LBR-30™, LR24™ and CR150™ are trademarks of Cree, Inc.

M0040\_A





# RIPLY LIGHTING CONTROLS

DIVISION OF SOUTHCONN TECHNOLOGIES INC

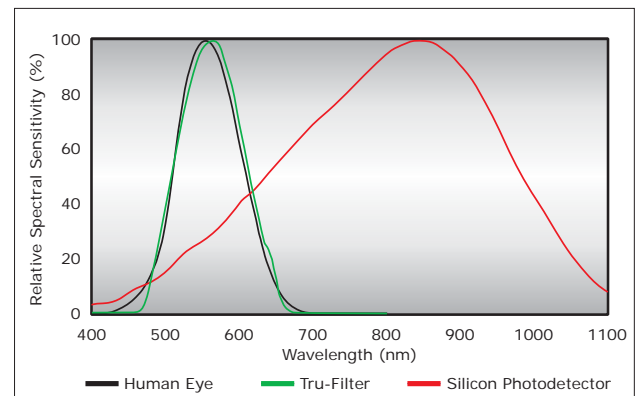
## Twist-Lock Electronic Photocontrol **Tru-Filter®**



### Ripley's line-up of exclusive **Tru-Filter® InfraRed- Filtering Photocontrols**

- Greater control
- Greater accuracy
- Overall energy savings

A single infrared-filtering phototransistor in each Tru-Filter® photocontrol, **filters out all sources of infrared** to mirror the spectral sensitivity of the human eye, and provide highly accurate control across the entire visual light spectrum.



**Tru-Filter® spectral sensitivity matches that of the Human Eye; while competitor's Silicon Photodetector comes nowhere close.**

With True-Filter®, Turn-ON / Turn-OFF events occur with much greater precision than that of competitor models utilizing silicon photodetectors and plastic infrared filters.

Plastic filters used by competitors only filter infrared that passes through the sensor window, not ALL sources—they eventually cause a shift of Turn-ON / Turn-OFF light levels—they fade over time due to UV

#### Other Exclusive Features:

Double-Sided Plated-Through Circuit Board (DSPT) for durability and reliability, Quad-Gate Technology for precision and consistency, Full Wave Rectification, Dual Zener Diodes, High Impact Thermoplastic Base, Solid Brass Contact Blades, UV Stabilized Permanent Color, High Impact Resistant Polypropylene Cover

Meets or exceeds rigid quality requirements of SouthConn Technologies Inc. and applicable ANSI C136.10, and C136.24 Standards

WARRANTY: 8 years from date of manufacture

Phone: 803-939-4700  
Fax: 803-939-4777  
E-mail: Sales@RipleyLC.com

[www.RipleyLC.com](http://www.RipleyLC.com)

PS-6100-046  
Tru-Filter Overview  
021511  
Rev. 1

TruFilter® models are available for 60 Hz Nominal Voltage applications, including: Multi-volt (120/208/240/277), 120 Volt, 240 Volt, 480 Volt, and 347 Volt

Refer to following page for specifications



## Tru-Filter® InfraRed-Filtering Photocontrols

### Model Selection



	6390TF	6246TF	6372TF	6394TF	6395TF
Nominal Voltage 50/60 Hz	120/208/240/277	120	240	480	347
Voltage Range	105—305	105—135	200—300	432-528	312-382
Fail Mode	On (contacts normally closed)				
Load Rating	1000 Watt Tungsten / 1800 VA Ballast				
Operating Temperature	-40C to +70C (-40F to +158F)				
Photocell	Infrared Filtering Silicon Phototransistor *				
Dielectric Strength	5000 Volts between current carrying parts and metal surfaces				
Surge Protection	320 Joule MOV 10,000 amp surge current			530 Joule MOV 10,000 amp surge current	
Power Consumption	0.5 watts @ 120 V				
Time Delay Off (Instant On)	3 to 5 seconds				
Operating Light Levels (Standard Settings)	Turn On 1.5 FC ± .25 / Turn Off by 2.25 FC / (Off:On Ratio = 1.5:1)				
High Impact / High Temperature Thermoplastic Base Temperature Rating	125° C				
ANSI Color Coded Cover	Blue	Gray	Maroon	Yellow	Green
Options	Option Code 1 (Add to end of Model Number)				
430 Joule MOV / 13,000 amp	-X	-X	-X	N/A	N/A
Fail Off	-FO	-FO	-FO	N/A	N/A
ANSI Color Coded Cap Options	Option Code 2 (Add to end of Model Number, after Option Code 1)				
Green	-GN	-GN	-GN	N/A	N/A
Black	-BK	-BK	-BK	N/A	N/A
Brown	-BN	-BN	-BN	N/A	N/A
Orange	-ORN	-ORN	-ORN	N/A	N/A
Operating Light Levels Option	Option Code 3 (Add to end of Model Number, after Option Code 2)				
Denotes Turn On point in FC	Specify 0.3—5.0 FC				

\* Photosensor pigment varies with lot source coding and has no effect on performance

WARRANTY: 8 years from date of manufacture

Phone: 803-939-4700  
Fax: 803-939-4777  
E-mail: Sales@RipleyLC.com

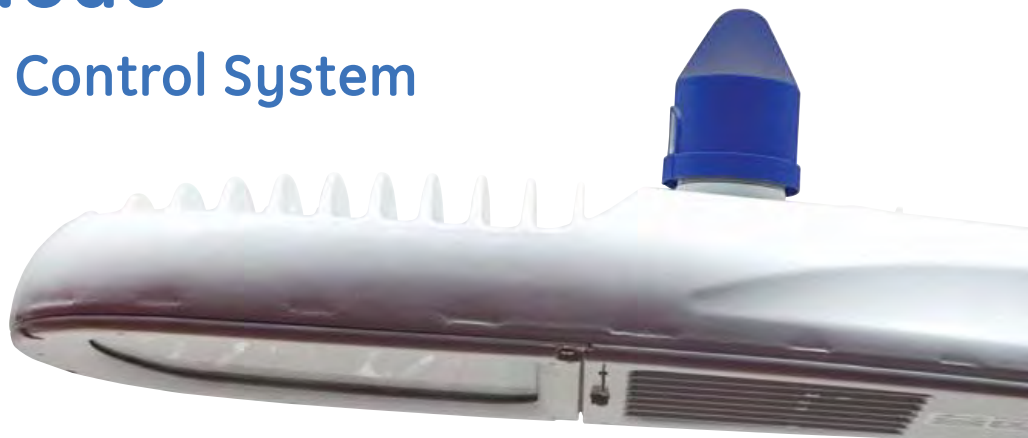
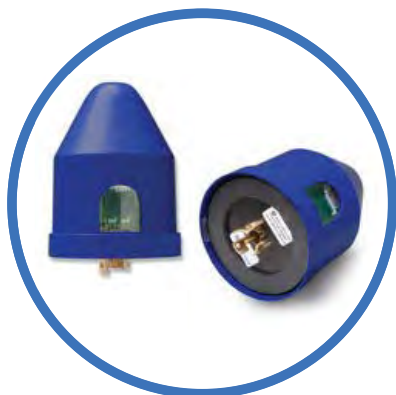
[www.RipleyLC.com](http://www.RipleyLC.com)

PS-6100-047  
Tru-Filter Models  
013012  
Rev. 2



# LightGrid™ Node

## Outdoor Wireless Control System



### Description

**LightGrid™ Outdoor Wireless Control System** from GE allows remote monitoring and control, utility-grade energy measurement and GPS mapping of streetlights.

### Applications

- Street Lighting
- Area Lighting



### Product Features

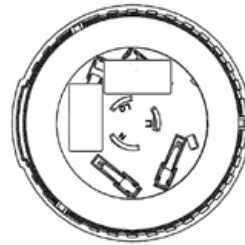
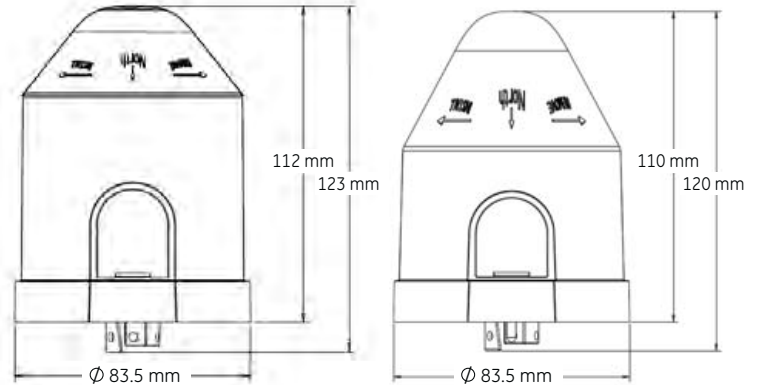
- Utility Grade Measurement up to 0.5% Accuracy
- Self-forming & self-restoring mesh network
- Static IPV6 data addressing and routing
- Reliable and Secure Encrypted Communications
- Nodes, gateway can be spaced up to 500m apart (Clear Line of Sight)
- Utility grade 15 minute time of use Energy consumption reporting
- Full Autonomous Photocell Functionality (No wireless network required)
- Time Based Lighting schedules to maximize energy savings
- Integrated GPS in each node for Real time Asset Reporting
- Dynamic Lumen Output Level Control
- Real time measurement and storage of Voltage, Current, Wattage, Power Factor, and Hours of operation



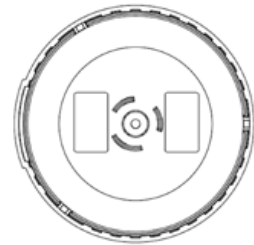
## Product Specifications

- Input Voltage: 120-277V, 347V and 480V
- Radio Frequency: 915 MHz ISM Band
- Network Communication: IEEE 802.15.4, 6LoWPAN, 50 Channel FHSS
- Addressing: IPv6
- Dimming: 0-10V
- Operating Temperature: -40 to +50C
- Surge: Meets ANSI C62.41 6KV, 3KA Combination Wave
- Power consumption i.e. <2W 120-277V, < 3W 347 and 480V
- Photocell: Complies with ANSI C136.10-2006
- GPS: Accuracy 3m (clear open sky)
- Security: AES Encryption and Certificate based authentication
- Utility Grade Energy Measurement: Complies with relevant sections of ANSI C12.20
- Complies with FCC Part 15 required sub sections
- Complies with UL 773, Wet Rated, Type 2 Outdoor
- Complies with ANSI C136.41-2013 (ANSI Dimming)
- Warranty: 5 yrs Standard. 10 yrs Extended Warranty Available

## Product Dimensions



ANSI Dimming



GE Dimming

## Ordering Number Logic

PRODUCT ID	VOLTAGE	PIN CONFIGURATION	PINS	METERING	GPS	MAX WATTAGE
E L W N	0 = 120/277 5 = 480 D = 347	D = GE Dimming N = Non Dimming A = ANSI Dimming	X = Future Use 5 = 5 Pin	R = 2% Revenue Grade U = 0.5% Utility Grade	G = GPS Capability	5 = 450 Watts X = Future Use



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CTRL001 (Rev 09/08/14)

# wireless intelligence



LightGrid™ outdoor wireless lighting control system



imagination at work

# measurably smarter

LightGrid™ is a groundbreaking outdoor wireless control system for street and roadway lights. The unique technology inside this system allows for remote operation and monitoring of all fixtures through a Web-enabled central management system.

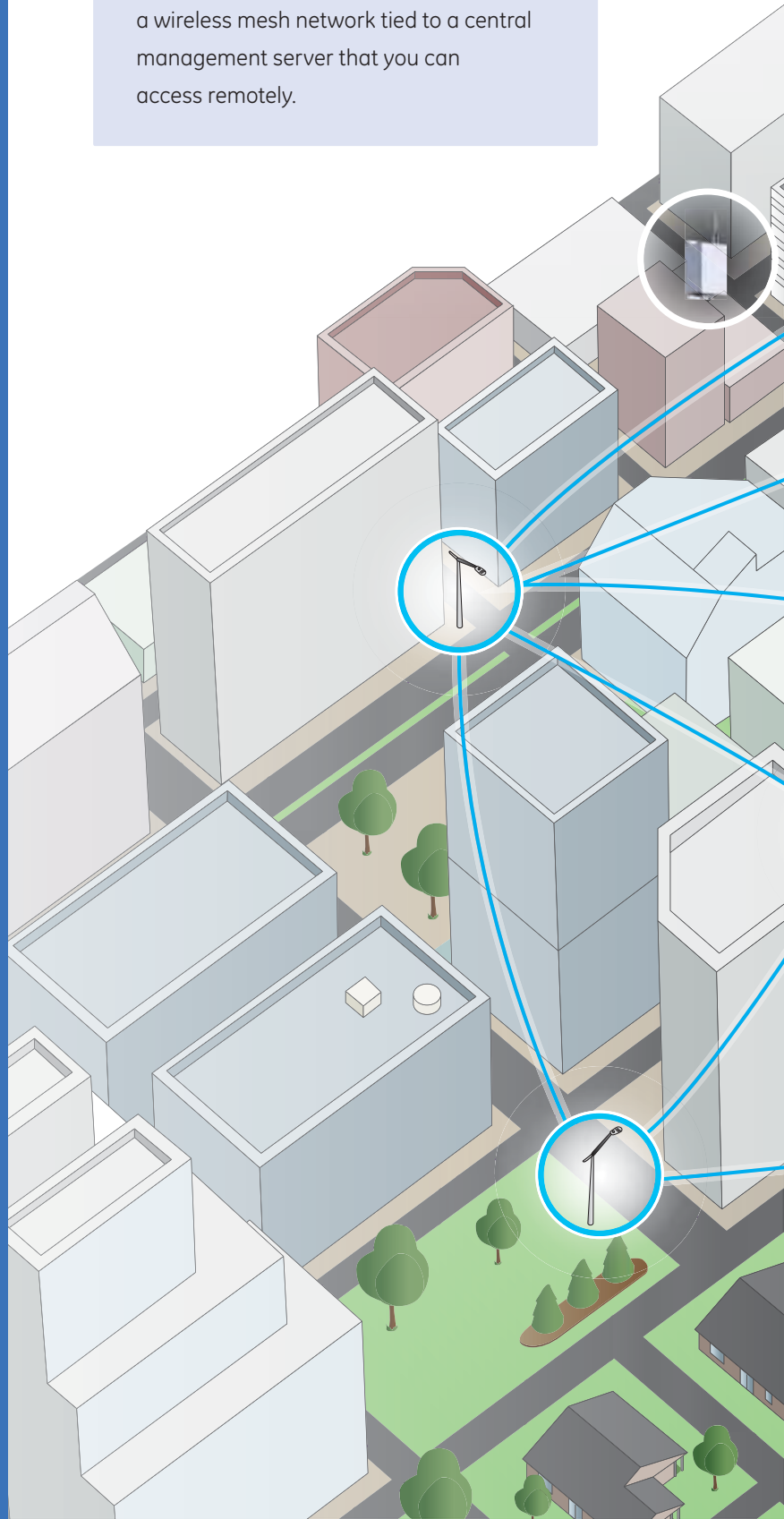
Designed with municipalities and transportation departments in mind, LightGrid offers many features, including:

- Accurate, utility-grade energy metering per pole – you pay for what is used
- GPS chip embedded into node – always know the exact location of controllers and fixtures. Node automatically connects to network and acquires location in just minutes, reducing commissioning time.
- One-piece control – no special electronics necessary in the fixture. Node simply connects to external socket, so it can be added easily at any time.
- Operates with programmed schedules in case of network outage

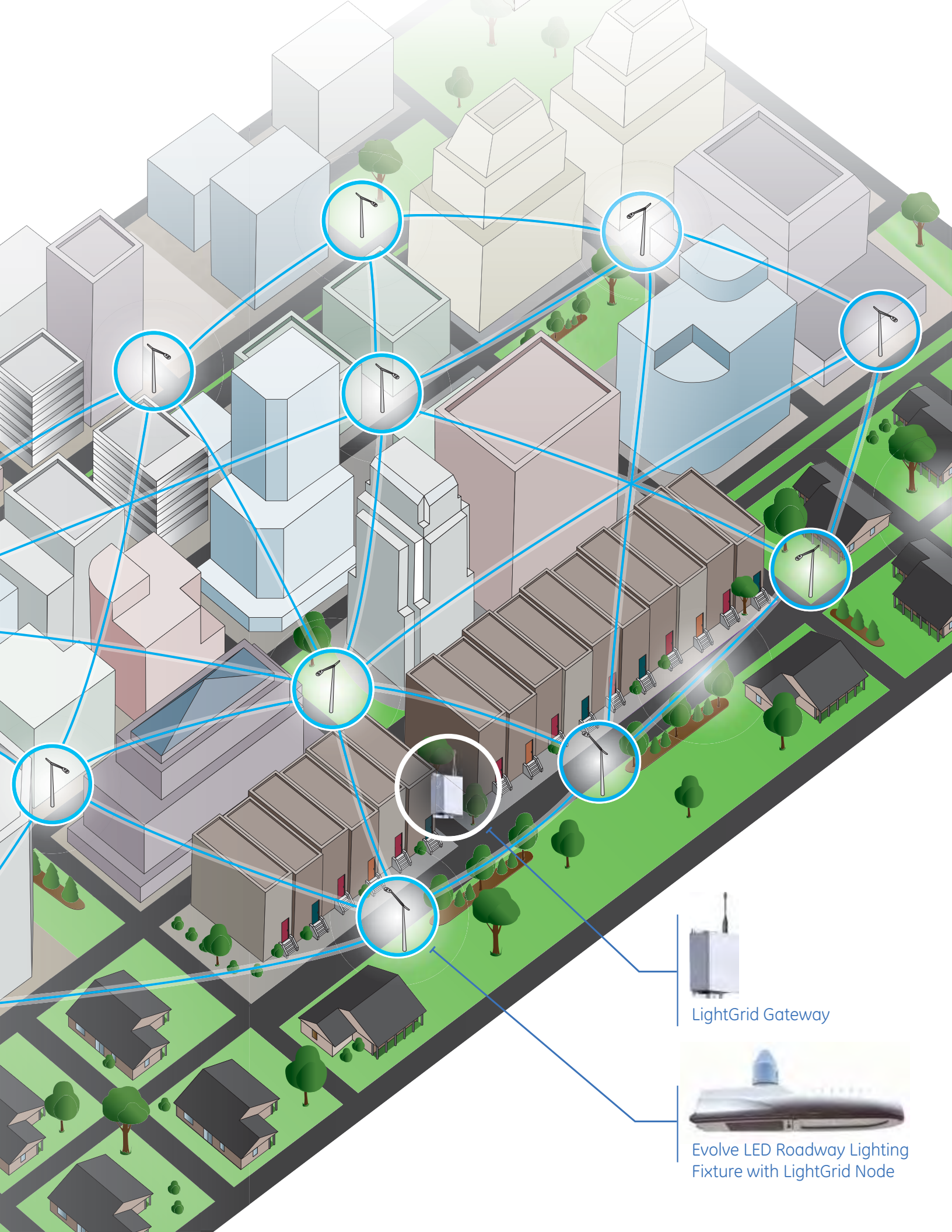
Together with award-winning Evolve™ LED roadway lighting fixtures, LightGrid will deliver the energy efficiency, reliability and flexibility needed to optimize street and roadway lighting.

LightGrid puts you in control, from the office or on the go.

The node and gateway placement creates a wireless mesh network tied to a central management server that you can access remotely.



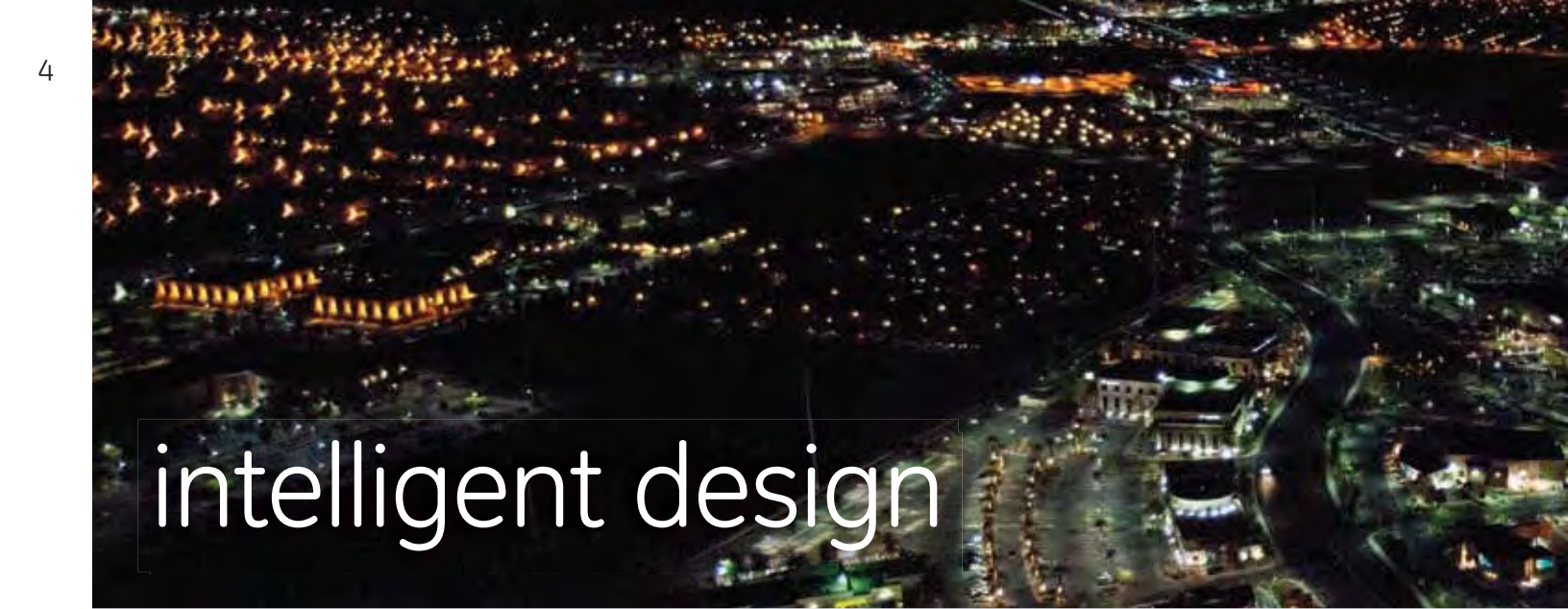




LightGrid Gateway



Evolve LED Roadway Lighting  
Fixture with LightGrid Node



# intelligent design

The LightGrid system is made up of three basic components: nodes, gateway(s) and server.

## LightGrid nodes

- Built-in GPS device lets you know the exact location of each fixture, which provides confirmation of installation, as well as making for more efficient maintenance
- Automatically connects to the network, reducing commissioning time
- Utility-grade metering means you pay for actual energy use, with measurement accuracy of  $\pm 2\%$
- One-piece control ensures no special electronics are needed as node connects to external socket
- Maximum fixture load: 450W
- Power consumption: 120-277VAC: 2W, 347VAC: 3W, 480VAC: 3W

## LightGrid gateways

Each LightGrid wireless gateway can control a mesh network made up of 500+ nodes. Protected by an IP66 enclosure, they're designed for reliable operation, even in the harshest environments.

- Automated GPS detection
- 500m line-of-sight range
- Output: Standard TCP-IP interface
- Input: 120-277VAC, 347-480VAC

## SPECIFICATIONS

### Node

- Maximum fixture load:  
450W
- Power measurement accuracy:  
 $\pm 2\%$
- Power consumption:  
120-277VAC: 2W  
347VAC: 3W  
480VAC: 3W
- Internal GPS
- Dimming control output:  
0-10V

### Gateway

- Supports 500+ nodes
- Output:  
Standard TCP-IP interface
- High gain antenna
- Input:  
120-277VAC  
347-480VAC
- IP66 enclosure

### Network

- Industry standard communications:  
IEEE 802.15.4 :6LoWPan  
50 channel 902-928Mhz FHSS  
500m line of site range





## LightGrid server

With LightGrid, lighting data for every fixture is accessible through a Web-based interface that can be hosted remotely. Protected by a high level of security encryption, our central management server offers secure login for all users.

Armed with actionable information, municipalities and transportation departments can implement smarter energy-saving strategies through more precise on/off and dimming schedules, particularly during a middle-of-the-night operation in low traffic areas. Other features include:

- Updates are easier with “over the air” firmware upgrades
- Send automated fault email notifications when something happens to a fixture
- Display GPS coordinates in the Google Maps format
- Present real-time lighting information with a single click
- Access scheduling, customized reporting, grouping and user access level management
- Manual dimming with detailed information





# energy wiser

Behind every Evolve LED roadway lighting fixture is a century of street lighting experience.  
Inside each is the most advanced GE optical system technology available.

## Evolve™ LED Scalable Cobrahead (ERS)

Recently named Best in Class by the U.S. Department of Energy in the Next Generation Luminaires™ Design Competition, the Evolve LED Scalable Cobrahead luminaire offers excellent lighting uniformity and control with low glare. By focusing more light on the road, where it's needed, Evolve fixtures have a higher Coefficient of Usage (CU) for greater application efficiency.

- 11+ years of service life to significantly reduce maintenance costs

## Evolve LED Streetlight (ERX)

Like the Scalable Cobrahead, our Evolve LED Streetlight lighting offers highly controlled light distribution with less waste and can be paired with programmable dimming options for even greater savings and control.

### ERS1, ERS2, ERS3, ERS4

- Replaces up to 400W HPS fixtures
- Accommodates one to four lane widths
- Optimized to meet existing and future Recommended Practices
- Reduces maintenance with long life (50,000 @ L85)
- Offers design flexibility with reversible optics



Each LightGrid node is designed to fit GE's Evolve Cobrahead fixtures, among others, attaching easily in minimal time to create the wireless mesh network that puts complete control at your fingertips.



### GE's solution for Tarentum Borough, Pa.

We replaced 100% of the existing street lighting and facilitated a financing strategy that resulted in a positive cash flow status from day one.

#### OPERATING IMPACT

- \$40,000 savings per year
- 66% energy savings per year
- Eliminated 100% of maintenance hassles and costs
- Positive cash flow status from day one

#### ENVIRONMENTAL IMPACT

- Reduced energy consumption by 223,000 kWh per year

"In a small town like this, you have to be very careful with each and every dollar," says Carl Magnetta Jr., mayor of Tarentum Borough. "We try to keep taxes as low as possible, and by going into this lighting program, we have saved ourselves a lot of money. This benefits everybody."



## the smartest grid on the block.

---

As energy efficiency and savings drive outdoor street and roadway lighting demands, control means much more than turning on the streetlights at dusk. Control means being able to program each fixture, on every street, individually. To brighten areas when more light is needed – or to dim them when it's not. And to detect and correct problems quickly to minimize complications. At GE, we offer you that kind of control with LightGrid – and make it easily accessible anytime, anywhere.

GE brings intelligent design to a simple, easy-to-use system that puts municipalities and transportation departments in complete control, delivering the energy efficiency, flexibility and low-maintenance functionality that cuts costs.

To learn more about the LightGrid Outdoor Wireless Lighting Control System, contact your independent lighting representative or visit [gelighting.com/lightgrid](http://gelighting.com/lightgrid).



imagination at work

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# LightGrid™ FAQ

## Outdoor Wireless Control System

### 1. What is LightGrid™?

**LightGrid™** is a breakthrough technology system from GE for Outdoor Wireless Control that allows remote monitoring and control, utility-grade energy metering and GPS mapping of streetlights.

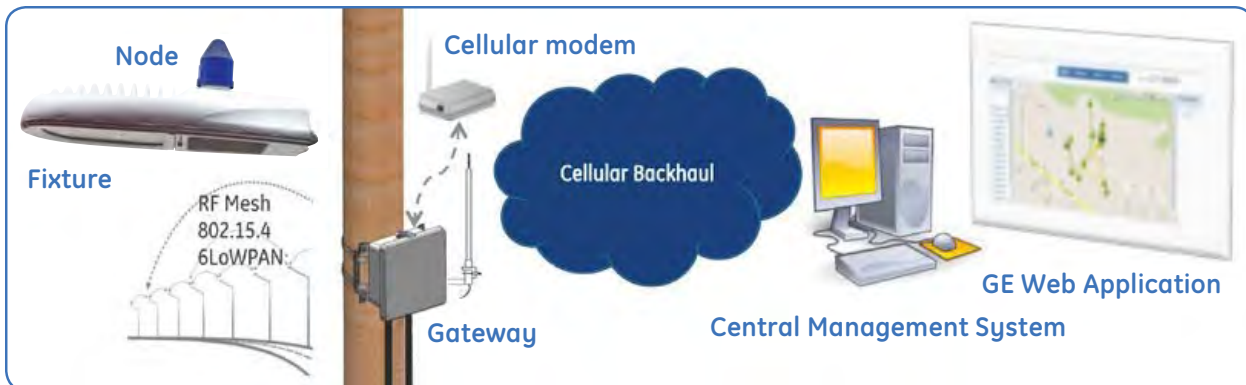


### 2. How does the LightGrid™ system work?

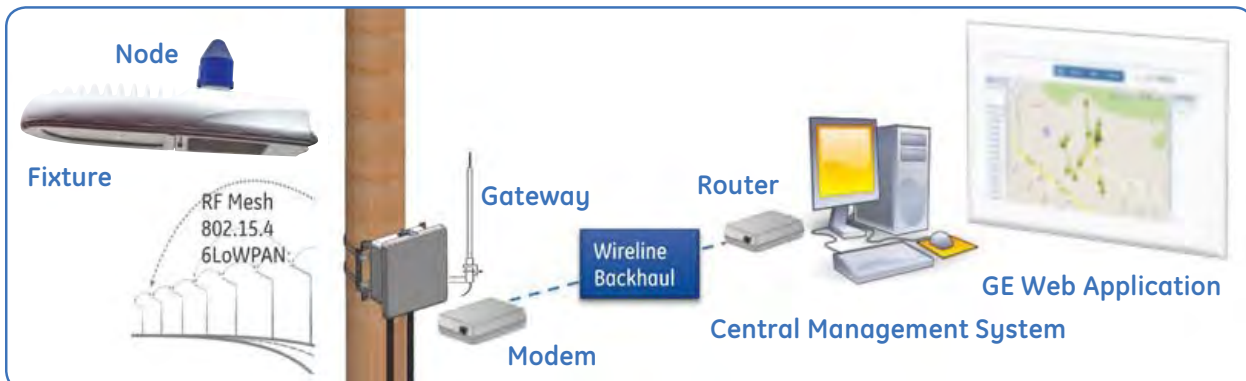
The architecture diagram below gives an overview of the **LightGrid™** system.

- Nodes reside on top of each Light Fixture.
- Nodes collect data (Voltage, Current...) for the respective fixture and send this information to the Central Management Server (CMS) via a Gateway
- The backhaul Network can be wireline or cell based
- The CMS can be installed at the customer site or hosted by GE Lighting
- The fixtures can be remotely configured, monitored and controlled (Turn on/off/dim..) by sending commands to the nodes via the Gateway from the CMS

### Cell Based Network



### Wireline Based Network



### 3. Can I install LightGrid™ at all my global locations?

LightGrid™ is designed to be a Global platform. However, most countries have strict regulatory requirement and restrictions on allowed frequencies for operation. Please contact us at [lightgrid@ge.com](mailto:lightgrid@ge.com) if you have a requirement for a specific country.

### 4. How secure is my data?

LightGrid™ system is designed to be highly secure using sophisticated encryption and certificate based authentication technologies.

### 5. What if I have more questions about LightGrid™?

Please contact us at [lightgrid@ge.com](mailto:lightgrid@ge.com). Our customer service team will be happy to assist you.

## LightGrid™ Node

### 1. What is the advantage of having a GPS in each node?

GPS in each node helps keep track of your assets by location (GPS coordinates). This will also be a way to keep track of any thefts in case you see unexpected "movement" of assets.

### 2. What is the advantage of having a Utility Grade Metering in every node?

LightGrid™ nodes are design to measure the power consumption by the respective fixtures to a high level of accuracy. This will provide the opportunity to "pay per use" and/or "pay per time of use" instead of a flat rate.

### 3. How do the nodes communicate to each other and to the Central Management System?

LightGrid™ nodes operate in a Mesh Network. They communicate to each other and to the Gateway using an industry standard 6LoWPAN protocol based on IEEE 802.15.4. The gateway communicates to the Central Management System using Cell or Fiber network.

### 4. Why did you select 6LoWPAN instead of Zigbee or other Industry standards?

6LoWPAN protocol addresses several needs that are more suitable for outdoor lighting controls such as the low bandwidth, low data rate, low power consumption and low cost.

### 5. What is OTA process?

OTA stands for Over The Air. GE Lighting will continue to upgrade software to add new features, fix any reported bugs to continuously improve the performance of the LightGrid™ system. LightGrid™ system is designed in such a way that any changes made to the software that resides in the nodes can be sent over the air (OTA). This will avoid the hassle of physically accessing the Nodes for upgrades.

# LightGrid™ Gateway

## 1. Can Gateway software be upgraded through OTA process?

**Yes.** GE Lighting will continue to upgrade software to add new features, fix any reported bugs to continuously improve the performance of the LightGrid™ system. LightGrid™ system is designed in such a way that any changes made to the software that resides in the gateway can be sent over the air (OTA). This will avoid the hassle of physically accessing the Gateways for upgrades.

## 2. How many nodes can be supported by 1 gateway?

Up to 500 Nodes can be supported using 1 gateway. This will however depend on the geographic location of the nodes with respect to the gateway. Nodes can communicate to each other and to the gateway up a distance of 1500 feet with a clear line of sight.

# LightGrid™ Backhaul Network

## 1. What happens if my backhaul network is down. Will my lights turn on at night?

**Yes.** LightGrid™ system is built to be fault tolerant. If the network is down for any reason, each node is designed to operate in stand alone mode and will continue to turn on and turn off the light fixture based on the Photocell input.

## 2. When my backhaul network is down, will I lose my energy consumption data?

LightGrid™ nodes are designed with internal memory. With this, the node can locally store data, such as power consumption by the fixture, up to 4 days. Once the back haul network is up and running, the node will transmit this data to the central management server.

## 3. What is the difference between using Cell vs Wireline? Is one system more secure than the other?

Both systems are equally secure. Please refer the "LightGrid™ Network" on the pros and cons on each approach.

## 4. If I select the cellular backhaul option who will activate my network?

GE Lighting will take care of activating your network.

## 5. If I select the cellular backhaul option what will be my monthly service fee?

Monthly service will depend on the amount data that you expect to transmit using the cell network on a monthly basis. GE Lighting team will work closely with you to assess your data needs and recommend the optimum data plan for you.



## 6. If I select the cellular backhaul option will I be dealing with the service providers such as Verizon or AT&T directly for billing?

**No.** You will be dealing only with GE Lighting or our nominated distributor/agent.

# LightGrid™ Central Management Server

## 1. Will GE Lighting host my data?

**Yes.** GE Lighting will gladly host your data. You will be able to access your data any time through a Web Interface using a secure Login ID and Password.

## 2. Can I host my own data?

**Yes.** LightGrid™ is designed to be a flexible system where you can either host your own data or GE Lighting will gladly host for you. Please refer the "LightGrid™ Server Options" to understand the pros and cons of each approach.

## 3. Will GE Lighting be launching new versions of the GUI software? How do I ensure I have the latest version?

**Yes.** GE Lighting will continue to upgrade software to add new features, fix any reported bugs to continuously improve the performance of the LightGrid™ system. If GE Lighting is hosting your data – the software upgrades will be done by GE Lighting and you will always get to use the latest version as per the maintenance contract. If you are hosting the data, GE Lighting offers an attractive software yearly maintenance package that you could purchase.

## 4. Will I be able to turn on and turn off the lights remotely?

**Yes.** LightGrid™ offers a user friendly interface for you to control your lights remotely. The access to this interface is protected through a secure login.

## 5. Will I be able to view the status of all the lights remotely?

**Yes.** LightGrid™ offers a user friendly "Map View" to remotely view the status of each of your light fixtures.

## 6. Will I be able to get real time data for any light fixture or groups of fixtures?

**Yes.** LightGrid™ offers a user friendly interface to remotely collect real time data for any fixture or groups of fixtures.



[www.gelighting.com](http://www.gelighting.com)

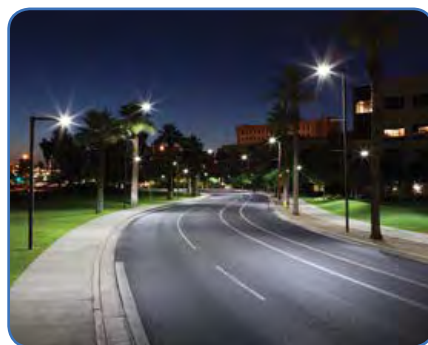
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CTRL006 (Rev 09/08/14)



# LightGrid™ Hosting

## Outdoor Wireless Control System



### Description

**LightGrid™ Outdoor Wireless Control System** from GE allows remote monitoring and control, utility-grade energy measurement and GPS mapping of streetlights. The Central management Server can be hosted by GE Lighting or Installed at Customer site. While both options offer best in class features and benefits, the hosted solution offers additional advantages of shortest possible install time, with no involvement of customer IT while delivering proven cost savings over installed solution

### Applications

- Street Lighting
- Area Lighting



### Hosted or Installed Solution

- Individual or Group remote monitoring and control
- Manual or Automatic dimming based on schedules
- Automated fault email notifications
- Real-time lighting information
- Customized reporting and user access level management
- High level of security encryption
- User-friendly, Intuitive software for analytics



## Hosted vs. Installed Solution Responsibility Matrix

Hosted Solution	GE Lighting	Customer
Data Back Up	Yes	No
Software Upgrades Installation	Yes	No
Server	Yes	No
IT Support	Yes	No
Other (Electricity, Air Conditioning, Server Room, Security...)	Yes	No

Installed Solution	GE Lighting	Customer
Data Back Up	No	Yes
Software Upgrades Installation	No	Yes
Server	No	Yes
IT Support	No	Yes
Other (Electricity, Air Conditioning, Server Room, Security...)	No	Yes



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CTRL005 (Rev 09/08/14)

GE  
Lighting

# LightGrid™ Server

## Outdoor Wireless Control System



### Description

LightGrid™ Outdoor Wireless Control System from GE allows remote monitoring and control, utility-grade energy measurement and GPS mapping of streetlights.

### Applications

- Street Lighting
- Area Lighting



### Product Features

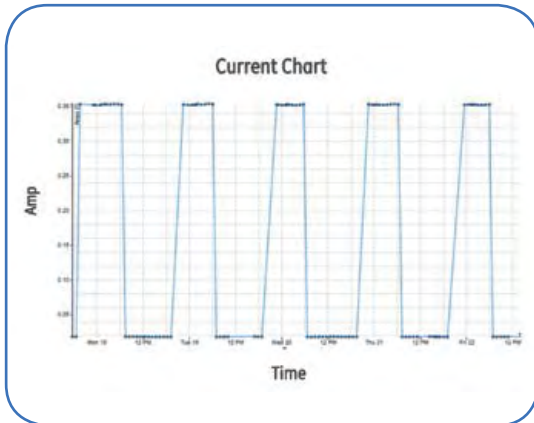
- Hosted or On-Premise Options Available
- Individual or Group remote monitoring and control
- Manual or Automatic dimming based on schedules
- Automated fault email notifications
- Real-time lighting information
- Customized reporting and user access level management
- High level of security encryption
- User-friendly, Intuitive software for analytics
- Web-based software allowing easier upgrades (Hosted)

### Product Specifications

- Complies with TALQ Specification
- Complies with MSSLC Specification
- Secure login for all users
- Nodes and Gateways display in the Google Maps format
- Real time access to fixture information—Individual or Group
- Real time control of fixtures (On/Off/Dim) - Individual or Group
- Secure communication to the Gateways and Nodes
- Customized reports for Energy Consumption and other Electrical Parameters



## Graphical User Interface

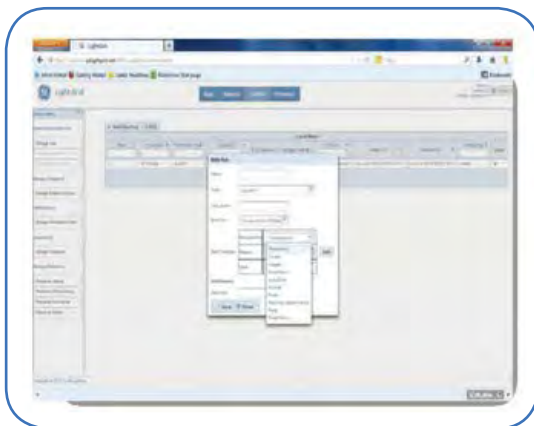


Users create customized historical performance reports for analytics.

The 'Schedule editor' window contains the following fields and options:
 

- Name:** test
- Description:** test sched 1
- Time:** WeekDay 10:00
- Action:** 0
- Day:** Weekdays (selected), Weekends
- Time:** HR: 10, Min: 0
- Action:** 0
- Buttons:** Save row, Delete row, Cancel
- Footer:** Allowed: 0-100; 0=OFF and 100=ON

Time of day scheduling of individual luminaires or customer defined groups.



Customized maintenance alerts delivered via email & text messaging.

The 'End-point: lightD828C9001000001B' configuration window includes:
 

- State:** light-off (intensity) / manual positioning
- Manual positioning:** enabled
- Device:** lightD828C9001000001B
- Light control:** 0%
- Percent of Power:** 10%
- On time:** 118 s
- Next schedule allowed:** 11/22/2014 10:00
- Schedule:** Basic City Series 1: condition 1
- Buttons:** + Actions, - Actions, Close

Luminaires can be dimmed individually or by user defined schedules.



Map view of asset locations.

## Ordering Number Logic

E L W E

PRODUCT ID	ANTENNA	FUTURE USE
E L W E	N = Network Design C = Commissioning T = Training S = Software Install I = Interface Eval	S = Standard - onsite R = Remote P = Premium



www.gelighting.com

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CTRL003 (Rev 09/08/14)



# LightGrid™ Gateway

## Outdoor Wireless Control System

### Description

LightGrid™ Outdoor Wireless Control System from GE allows remote monitoring and control, utility-grade energy measurement and GPS mapping of streetlights.



### Product Features

- GPS module in every gateway
- Automatic gateway registration and display in MAP view
- Real-time update of the status of all the fixtures
- Self-forming & self-restoring mesh network
- Addressable via IPv6
- Nodes, gateway can be spaced up to 500m apart (Clear line of sight)
- Reliable and Secure Encrypted Communications

### Applications

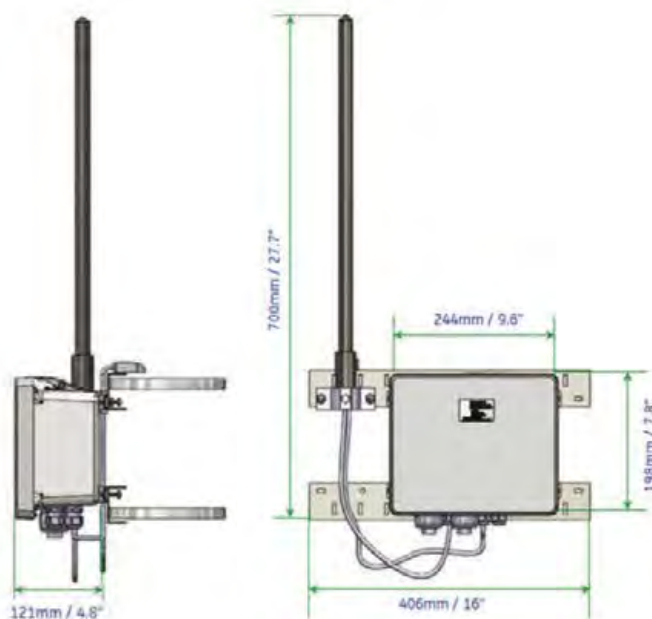
- Street Lighting
- Area Lighting



### Product Specifications

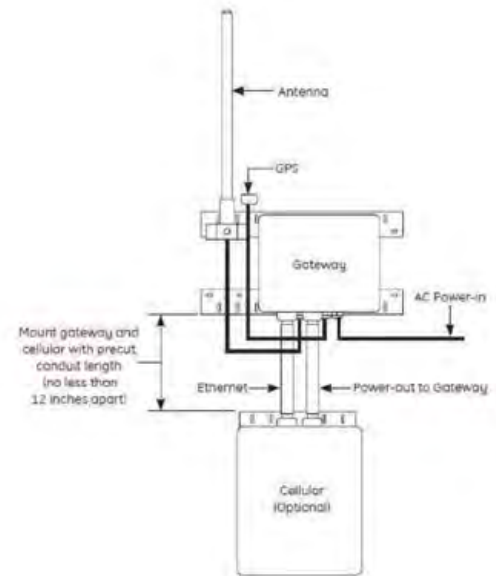
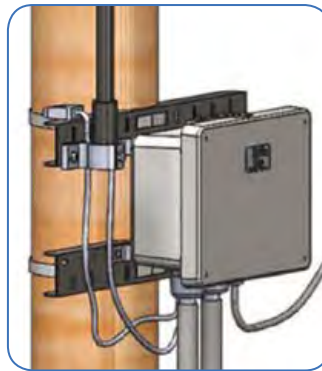
- Input Voltage: 120-277V, 347V—480V
- Operating Temperature: -40 to +50C
- Surge: Meets ANSI C62.41 6KV, 3KA Combination Wave
- Power Consumption: < 3W
- Frequency: 915 MHz ISM Band
- GPS: Accuracy 3m (clear open sky)
- Addressing: IPv6
- Security: AES Encryption, Certificate Based
- Network Communication: IEEE 802.15.4, 6LoWPAN, 50 Channel FHSS
- Backhaul Communication: Ethernet or Cell (with modem)
- Complies with FCC Part 15 Required Sub Sections
- Complies with UL 916
- Weight: 7 lbs.
- Warranty: 3 years

### Product Dimensions

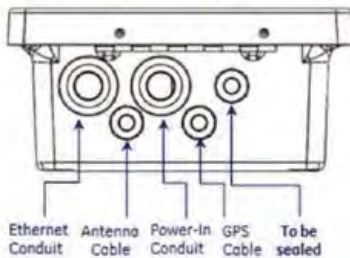


## Installation

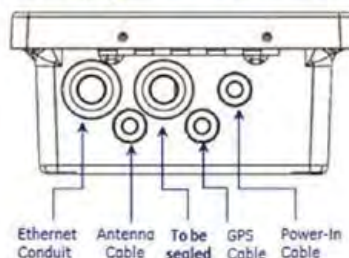
**Gateway** will contain two ¾" liquid-tight conduit fittings, and three liquid-tight glands to accommodate customer installation flexibility according to the diagram below, which may require customer to cap or seal unused fittings during installation.



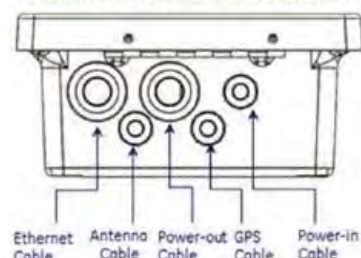
**OPTION 1: Power & Ethernet input using conduit (NO power-out to external device)**



**OPTION 2: Power-in via cable. Ethernet in via conduit (NO power-out to external device)**



**OPTION 3: Power-in via cable; Power & Ethernet out to cellular modem via conduit**



## Packaging

- 1 Gateway Enclosure
- Conduit fittings (2 pcs mounted to enclosure)
- Gland fittings (3 pcs mounted to enclosure)
- GPS module and cable (1 pcs mounted to gland)
- Antenna Cable (1 pc mounted to gland)
- Antenna Pole (1 pc to be installed)
- Pole Mounting Bracket (2 pcs mounted to enclosure)

## Ordering Number Logic

PRODUCT ID	VOLTAGE (UL)	ANTENNA	FUTURE USE	FUTURE USE	GPS	IP COMMUNICATION	OPTIONS
E L W N	0 = 120/277 H = 347/480	C = Standard 18" X = Future Lengths	X	X	G = GPS Capability N = N/A	C = Cat 5 Cable Only X = Future Use	None at this time



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CTRL002 (Rev 09/08/14)

Appendix C – Subcontractor's State of Florida  
Electrical Contractor License



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
ELECTRICAL CONTRACTORS LICENSING BOARD

## LICENSE NUMBER

EC13002165

The ELECTRICAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2016

PLANAS, GONZALO  
G & R ELECTRIC CORP  
4450 E 10TH CT  
HIALEAH FL 33013



ISSUED: 08/11/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1408110001610

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
ELECTRICAL CONTRACTORS LICENSING BOARD

## LICENSE NUMBER

EC13003998

The ELECTRICAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2016

PLANAS, GONZALO JR  
G & R ELECTRIC CORP  
4450 EAST 10 COURT  
HIALEAH FL 33013



ISSUED: 09/28/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1409280003362

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

## LICENSE NUMBER

CGC1511532

The GENERAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2016

PLANAS, GONZALO JR  
G & R ELECTRIC CORP  
4450 EAST 10TH COURT  
HIALEAH FL 33013



ISSUED: 08/11/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1408110001375



## Appendix D – Bond Capacity Letter



## THE GUARANTEE COMPANY OF NORTH AMERICA USA

1800 Sutter Street, Suite 880  
Concord, CA 94520  
Tel: 925-566-6040  
Fax: 925-566-6045

June 24, 2016

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

Re: LED Street Light Conversion Program  
RFP No. 2016-34

To Whom It May Concern:

The Guarantee Company of North America USA is privileged to serve the surety bonding needs of Tanko Streetlighting, Inc. dba Tanko Lighting. The Guarantee Company of North America USA is admitted as a licensed surety in California with an A.M. Best rating of AVIII. Bonding capacity for Tanko Streetlighting, Inc. dba Tanko Lighting is \$5,000,000 single project/fourteen million aggregate.

Our consideration would be based on the satisfactory completion of our normal underwriting requirements, which include, but are not limited to, our satisfactory review and approval of the contract terms and conditions, our contractor's financial condition at that time, their overall work program, verification of project financing and other pertinent underwriting criteria.

Please be advised that this letter is not a commitment to provide any specific bond(s) and is provided solely as an indication of our support. The execution of any bond or bonds is a matter between the contractor and us. We assume no liability to you or any third party in providing this letter.

If you have any questions or require additional information, please do not hesitate to contact the undersigned.

Sincerely,

Vincent M. Scolari  
Attorney-In-Fact

VSM/pks

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

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

State of California )

County of Santa Clara )On June 24, 2016 before me, P. K. Simicich, Notary Public,

Date

Here Insert Name and Title of the Officer

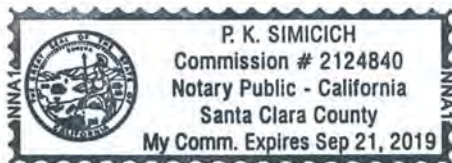
personally appeared Vincent M. Scolari

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_





# THE GUARANTEE COMPANY OF NORTH AMERICA USA

Southfield, Michigan

## POWER OF ATTORNEY

**KNOW ALL BY THESE PRESENTS:** That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

*Vincent M. Scolari, Patricia K. Simicich, Felicia R. Gardner, Wendy R. Pastora, David J. Bachan, F. R. Hudson, III,  
Deborah L. Tablak, Charles M. Griswold, Yesenia Rivera  
McSherry & Hudson*

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31<sup>st</sup> day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority.

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

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, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

**THE GUARANTEE COMPANY OF NORTH AMERICA USA**

*Stephen C. Ruschak*

*Randall Musselman*

**STATE OF MICHIGAN  
County of Oakland**

**Stephen C. Ruschak, Vice President**

**Randall Musselman, Secretary**

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



*Cynthia A. Takai*  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires February 27, 2018  
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

*Cynthia A. Takai*

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 24th day of June, 2016

*Randall Musselman*

**Randall Musselman, Secretary**

Appendix E – Completed Project Manager  
Experience Questionnaire Form

## PROJECT MANAGER EXPERIENCE QUESTIONNAIRE

### A. Project Manager

1. Name of Project Manager to be committed to this Project and continuously retained throughout this

Project: David Gruener

- a. Attach Project Manager's resume. Attached
- b. Employed by the Company: Tanko Lighting 3+ years
- c. Present position/job function: Senior Project Manager - Directs projects
- d. Years in present position/job function: 2 years
- e. Prior position with company (if applicable)  
Project Manager
- f. Years in prior position/job function: 1.5 years
- g. The Project Manager named above was assigned to the following comparable projects:

	<u>Project Name</u>	<u>Construction Cost</u>
i.	<u>City of Berkeley LED Street Light Conversion</u>	<u>\$2.92 million</u>
ii.	<u>City of Santa Clara LED Street Light Conversion</u>	<u>\$1.86 million</u>
iii.	<u>City of Vista LED Street Light Conversion</u>	<u>\$620,000</u>

h. The Project Manager named above worked on the following projects for which Project Data Forms are submitted: (Note: If the designated Project Manager did not work in this capacity on at least two (2) comparable projects for which Project Data Forms were submitted, provide a Project Data Form for two (2) of the projects listed A.1.g above.

i.	<u>City of Berkeley LED Street Light Conversion</u>	<u>\$2.92 million</u>
ii.	<u>City of Santa Clara LED Street Light Conversion</u>	<u>\$1.86 million</u>
iii.	<u></u>	<u></u>

### B. Construction Superintendent

1. Name of Construction Superintendent to be committed to this Project and continuously retained throughout this

Project: Gonzalo Planas, Jr. (with G&R Electric - subcontractor)

- a. Attach Construction Superintendent's resume. Please find attached.
- b. Employed by the Company: 15 years
- c. Present position/job function:  
President, Qualifier, construction manager/superintendent
- d. Years in present position/job function: 10 years
- e. Prior position with company (if applicable)  
Qualifier, Project Executive, Chief Estimator, and Design-Build Designer
- f. Years in prior position/job function: 5 years
- g. The Construction Superintendent named above was assigned to the following comparable projects:

	<u>Project Name</u>	<u>Construction Cost</u>
i.	<u></u>	<u></u>
ii.	<u></u>	<u></u>
iii.	<u></u>	<u></u>



- h. The Construction Superintendent named above worked on the following projects for which Project Data Forms are submitted: (Note: If the designated Construction Superintendent did not work in this capacity on at least two (2) comparable projects for which Project Data Forms were submitted, provide a Project Data Form for two (2) of the projects listed A.1.g above.

i.	Street Lighting for Normady Isles	\$242,824
ii.	Plantation Pointe LED Lights	\$461,000
iii.		

See Project Data Forms attached.

## David Gruener

Senior Project Manager, Tanko Lighting

---

David Gruener comes from a background of data management/analysis/visualization, marketing coordination, and systems implementation. He joined Tanko Lighting in April of 2013 and currently coordinates project management of the company's turn-key professional services, including GIS audit data collection and data reconciliation.

Prior to joining Tanko Lighting, Mr. Gruener worked as a Business Data Analyst at mFoundry, Inc. In this capacity, Mr. Gruener developed and implemented a client revenue, usage, and management database and managed the implementation of a business intelligence tool for data visualization. His duties included data analysis and reporting, systems implementation, revenue modeling and forecasting, database development and project management. He managed both staff and subcontractors and assisted mFoundry with growing from a small, start-up firm to being acquired by a Fortune 500 corporation.

Prior to his tenure with mFoundry, Mr. Gruener served as Data Analyst for Resource Solutions Group – an energy efficiency consulting firm. In this capacity, Mr. Gruener coordinated marketing outreach activities and led the data analysis and reporting for large, region-wide multi-layered energy efficiency rebate programs.

Mr. Gruener holds a Bachelor of Business Administration in Marketing from the University of Portland.

Mr. Gruener has served on a variety of Tanko Lighting projects during his tenure with the company. A small sample set of similar work successfully completed by Mr. Gruener includes the LED street light conversion projects for the Cities of Oakland, CA; Hayward, CA; Vacaville, CA; Rancho Cordova, CA; Mountain View, CA; and Pleasanton, CA.

# Gonzalo Planas Jr.

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

Home- (305) 557-1740

Cell- (786) 412-9116

## **Education:**

University of Miami, Coral Gables, FL

- Bachelor of Science in Architectural Engineering, 05/2006
- Bachelor of Science in Civil Engineering, 05/2006

Florida International University

- Master of Science in Construction Management, 12/2007

## **Related Work Experience:**

**G&R Group Incorporated, General Contractor Services, Hialeah, FL**

**President/Owner, Qualifier, 09/06- present**

- Projects contracted and completed are as follows, but not limited to:
  - 900 Sq. Ft. Commercial Tenant Build-Out for shell building
  - Renovation for a 10,000 Sq. Ft. Commercial Warehouse
  - 850 Sq. Ft. Residential Remodel
  - Repair of wood siding and changing of all entry doors for a 286 Unit Apartment Conversion Project, including production of drawings for permit issuance
  - Installation and fabrication of cast-in-place concrete light pole bases
  - Provide construction and project management for Building Cooling Tower Replacement, including steel structural work
- Responsible for running day-to-day operations of company.
- Develop estimates for projects such as homes, buildings, and warehouses
- Supervise payroll items, invoices, and other office paper work
- Hire and supervise subcontractors for projects
- Work closely with county officials to process plans and resolve permit issues

**G&R Electric Corporation, Hialeah, FL**

**Qualifier, Project Executive, Chief Estimator, and Design-Build Designer, 01/01- present**

- Create, process, review, and distribute all change orders
- Organize and distribute project materials submittals
- Create applications for payments
- Recommend and perform Value Engineering for certain projects
- Responsible for designing plans on AutoCAD ranging from commercial and residential electrical layouts to electrical risers and meter bank designs
- Provide electrical calculations with all AutoCAD drawings
- Responsible for the development of all estimates for projects such as homes, buildings and warehouses
- Periodically create payroll items, invoices, and other office paper work
- Supervise and assist electricians in the field with different responsibilities pertaining to commercial, industrial, and residential electrical projects
- Work closely with county officials to process plans and resolve permit issues

**Milton Construction Corporation, Miami, FL**

**Superintendent Assistant and Project Manager Assistant,**

**Ten Story Residential Construction Project 01/06- 07/06**

- Observed topics dealing with the General Contracting business
- Responsible for organizing, maintaining and distributing all RFI's (Request For Information) received at the construction site office

- Maintained construction office drawings and shop drawings organized
- Assisted superintendent in supervising sub-contractor's work
- Attended meetings with city officials and owners pertaining to project issues that needed attention
- Assisted with quality control issues
- Performed daily construction site walk through to inspect and supervise all sub-contractor work
- Maintained a safe working environment at the construction site

**University of Miami Concrete Research, Coral Gables, FL**

**Research Assistant, 08/05- 05/06**

- Worked in the machine shop to fabricate items needed to conduct research
- Assisted researchers with measurements and records of experiments
- Mixed concrete samples and conducted tests with specific reinforcement methods

**L. Triana and Associates, Miami, FL**

**AutoCAD Draftsman, 03/05- 01/06**

- Responsible for designing plans on AutoCAD ranging from commercial and residential plumbing layouts to plumbing risers
- Provided pipe sizes and details with all plumbing drawings
- Reviewed and responded to shop drawings
- Worked closely with company president to design fire protection systems and electrical systems

**United Forming, Orlando, FL**

**Intern at a Major Hi-Rise Construction Site in Aventura Florida, 03/04- 07/04**

- Observed and learned topics dealing with formwork and reinforced concrete construction
- Learned basics dealing with cable placement for post tensioning in slabs and observed cable stressing
- Assisted project managers and superintendents with concrete take-offs and construction scheduling
- Assisted with quality control issues
- Created timesheets for payroll of employees
- Received and recorded all concrete and steel orders
- Recorded all purchase logs of materials and tools
- Organized, maintained, and distributed all RFI's (Request For Information) received at construction site office
- Sketched RFI information and changes onto most current set of structural and architectural plans
- Contacted and worked closely with structural engineer and architect with problems that needed attention
- Learned all matters that deal with safety when working at major construction sites

**Activities, Certificates, and Licenses:**

- Florida State Licensed General Contractor
- Florida State Licensed Electrical Contractor
- Florida State and Licensed Electrical Inspector
- ICC (International Code Congress) Electrical Inspector
- Presently in process of obtaining Florida Certification for an Electrical Plan Reviewer

**Skills:**

- Skilled in reading and understanding architectural/construction plans
- Microsoft Word, Excel, Power Point, FrontPage, AutoCAD, QuickBooks, Mapsource
- Fluent in Spanish

## PROJECT DATA FORM

(A separate data form is to be used for each qualifying project)

1. Project Name: \_\_\_\_\_ Plantation Pointe LED Lights \_\_\_\_\_
2. Project Location: \_\_\_\_\_ Plantation , FL \_\_\_\_\_
3. Project Title: \_\_\_\_\_
4. Project Number, if applicable: \_\_\_\_\_
5. Type of Construction: \_\_\_\_\_ Convert existing parking lot lights to LED \_\_\_\_\_

(i.e.: New, Renovation, Addition, Repair, Sidewalk/Curb/Gutter, Roadway reconstruction, Roadway resurfacing, Drainage, etc. Use all that apply.)

6. Size: (i.e.: Quantity of luminaires installed, etc.): \_\_\_\_\_ +/-200 fixtures \_\_\_\_\_
7. Scope of Work: \_\_\_\_\_ Provide new conduit, wiring, poles, light fixtures \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. How many bid submissions did the owner receive for the project? \_\_\_\_\_ unknown \_\_\_\_\_
9. Business name that constructed & managed this project: \_\_\_\_\_ Blue water Builders \_\_\_\_\_
10. How is this project similar to the Town's project? \_\_\_\_\_ LED parking and street lights \_\_\_\_\_

11. Cost of the project at time of bid: \$ \_\_\_\_\_ \$461,000 \_\_\_\_\_
12. Cost of work at completion: \$ \_\_\_\_\_ ongoing \_\_\_\_\_
13. LEED Certification a. Was this a LEED Certified Project: Yes \_\_\_\_\_ No X \_\_\_\_\_  
b. Minimum LEED Certification required: \_\_\_\_\_  
c. LEED Certification obtained: \_\_\_\_\_

14. Describe the sources and/or causes of the above differences in costs with reference to the following categories as determined by written change order, the public entity or the Architect/Engineer of Record (whichever had final authority): a. Errors or omissions:

- \_\_\_\_\_ % \$ \_\_\_\_\_
- b. Unforeseen/Hidden conditions: \_\_\_\_\_ % \$ \_\_\_\_\_
  - c. Owner generated changes: \_\_\_\_\_ % \$ \_\_\_\_\_
  - d. Regulatory agency changes: \_\_\_\_\_ % \$ \_\_\_\_\_
  - e. Contractor recommended changes: \_\_\_\_\_ % \$ \_\_\_\_\_
  - f. Other: \_\_\_\_\_ % \$ \_\_\_\_\_

Explain other: \_\_\_\_\_

RFP 2016-34

15. How many RFIs did your company submit with respect to the plans and specifications for the project? \_\_\_\_

16. What was the primary reasons for the RFIs:\_\_\_\_\_

17. What year did the project start construction? \_\_\_\_2016\_\_\_\_\_

18. What year did the project complete construction? \_\_\_\_ongoing\_\_\_\_\_

19. Project Timeframe for completion (number of calendar days): a. \_\_\_\_\_ Contract timeframe at time of bid/proposal date for Substantial Completion

b. \_\_\_\_\_ Contract timeframe at time of bid/proposal date for Final Completion (if different from Substantial Completion)

c. \_\_\_\_\_ Formally adjusted contract timeframe based on change orders (if none state N/A)

d. \_\_\_\_\_ Timeframe not covered under approved change orders (if none state N/A)

e. \_\_\_\_\_ Actual time between issuance of Notice to Proceed and date of Substantial Completion

f. \_\_\_\_\_ Actual time between date of Substantial Completion and Final Completion

g. \_\_\_\_\_ Total number of days between original contract timeframe and Substantial Completion

h. \_\_\_\_\_ Total number of days between original contract timeframe and Final Completion (if different from Substantial Completion)

20. If completion did not occur within the contract time established at bid/proposal date or within the formally adjusted contract time (as identified in item 17c above, explain the reason(s) for the delay:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

21. Total number of tasks on the punch list? \_\_\_\_\_

22. If punch list items were not completed/performed explain the reason(s):

\_\_\_\_\_All  
completed\_\_\_\_\_

23. Were liquidated damages or actual damages for delay assessed on this project?

Yes \_\_\_\_ No \_\_\_\_ If yes, state the amount: \$ \_\_\_\_\_

24. Name of the Project Manager: \_\_\_\_Gonzalo Planas Jr.\_\_\_\_\_

25. Name of the Construction Superintendent: \_\_\_\_Gonzalo Planas Jr.\_\_\_\_\_

26. Total amount of the work self-performed: \_\_100\_\_% \$ \_\_\_\_\_ a. If yes, specify the trade, percentage, and value (add additional pages if necessary)

\_\_\_\_\_% \$ \_\_\_\_\_ RFP 2016-34 28

\_\_\_\_\_% \$ \_\_\_\_\_  
\_\_\_\_\_% \$ \_\_\_\_\_  
\_\_\_\_\_% \$ \_\_\_\_\_

27. Were subcontractors used on the project? \_\_\_\_\_ yes \_\_\_\_\_X\_\_\_\_\_ no a. If yes, specify the trade, percentage, and value (add additional pages if necessary)

\_\_\_\_\_% \$ \_\_\_\_\_  
\_\_\_\_\_% \$ \_\_\_\_\_  
\_\_\_\_\_% \$ \_\_\_\_\_

28. Were any Claims\* or Dispute filed on the project \_\_\_\_\_yes \_\_\_\_\_X\_\_\_\_\_ no

\*A Claim means a demand or assertion by your firm seeking as matter of right, adjustment or interpretation of contract terms, compensation, extension of time or other relief with respect to the terms of the contract or other disputes between the owner and your firm.

29. If a Claim(s) was filed on the project, provide the following details for each Claim\*: a. Dollar amount for Initial Claim: \_\_\_\_\_

b. Source of Claim: (e.g. contractor, subcontractor, supplier, etc.) \_\_\_\_\_

c. Method of resolution (e.g. negotiation, mediation, arbitration, litigation): \_\_\_\_\_

d. Final amount of Claim settlement: \_\_\_\_\_

30. If a formal Dispute(s) was filed on the project, provide the following details for each Dispute. Identify the reason for the Dispute and the resolution (use additional pages if necessary):

\_\_\_\_\_ N/A \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

31. Did your company fail/refuse to perform or complete any of work it was obligated to complete?

\_\_\_\_\_ yes \_\_\_\_\_X\_\_\_\_\_ no

If yes, explain what work was not performed/ completed and reasons why:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RFP 2016-



32. Was your company required to perform any work under a directive to proceed pending the resolution of an interpretation of the contract or dispute?

\_\_\_\_\_ yes \_\_\_\_X\_\_\_\_ no

33. Identify up to four (4) constructability issues encountered by your company on the project and briefly describe how your company resolve each issue:

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34. Did your company perform any value engineering or other cost savings measures, which improved the quality of the project or saved cost? If yes, provide details and any cost savings.

\_\_\_\_\_NO\_\_\_\_\_

Project Owner's Name: \_\_\_\_\_  
Is the Project Owner a public entity? \_\_\_\_\_ yes \_\_\_\_X\_\_\_\_ no  
Contact Name for Project Owner: \_\_\_\_\_Blue Water Builders\_\_\_\_\_  
Contact Name's Title: \_\_\_\_\_Johnny Peng\_\_\_\_\_  
Project Owner's Address: \_\_\_\_\_8000 W Sunrise Blvd\_\_\_\_\_  
Project Owner's City, State, and Zip Code: \_\_\_\_\_Planation FL\_\_\_\_\_  
Contact Name's Telephone Number: \_\_\_\_\_954-900-6387\_\_\_\_\_  
Contact Name's Email Address: \_\_\_\_\_  
Architect/Engineer of Record: \_\_\_\_\_  
Architect/Engineer of Record Contact Name: \_\_\_\_\_  
Architect/Engineer of Record Contact Name's Telephone No.: \_\_\_\_\_  
Architect/Engineer of Record Contact Name Email Address: \_\_\_\_\_

## PROJECT DATA FORM

(A separate data form is to be used for each qualifying project)

1. Project Name: \_\_\_\_\_ Street Lighting for Normady Isles \_\_\_\_\_
2. Project Location: \_\_\_\_\_ Miami Beach, FL \_\_\_\_\_
3. Project Title: \_\_\_\_\_
4. Project Number, if applicable: \_\_\_\_\_
5. Type of Construction: \_\_\_\_\_ New street lights for existing residential neighborhood \_\_\_\_\_  
(i.e.: New, Renovation, Addition, Repair, Sidewalk/Curb/Gutter, Roadway reconstruction, Roadway resurfacing, Drainage, etc. Use all that apply.)
6. Size: (i.e.: Quantity of luminaires installed, etc.): \_\_\_\_\_
7. Scope of Work: \_\_\_\_\_ Provide new conduit, wiring, poles, light fixtures, and panels \_\_\_\_\_

8. How many bid submissions did the owner receive for the project? \_\_\_\_\_ 2 \_\_\_\_\_
9. Business name that constructed & managed this project: \_\_\_\_\_ City of Miami Beach \_\_\_\_\_
10. How is this project similar to the Town's project? \_\_\_\_\_ Street lights \_\_\_\_\_
11. Cost of the project at time of bid: \$ \_\_\_\_\_ \$165,831 \_\_\_\_\_
12. Cost of work at completion: \$ \_\_\_\_\_ \$242,824 \_\_\_\_\_
13. LEED Certification a. Was this a LEED Certified Project: Yes \_\_\_\_\_ No X \_\_\_\_\_  
b. Minimum LEED Certification required: \_\_\_\_\_  
c. LEED Certification obtained: \_\_\_\_\_

14. Describe the sources and/or causes of the above differences in costs with reference to the following categories as determined by written change order, the public entity or the Architect/Engineer of Record (whichever had final authority): a. Errors or omissions:

- \_\_\_\_\_ % \$ \_\_\_\_\_
- b. Unforeseen/Hidden conditions: \_\_\_\_\_ % \$ \_\_\_\_\_
  - c. Owner generated changes: \_\_\_\_\_ 100 \_\_\_\_\_ % \$ \_\_\_\_\_
  - d. Regulatory agency changes: \_\_\_\_\_ % \$ \_\_\_\_\_
  - e. Contractor recommended changes: \_\_\_\_\_ % \$ \_\_\_\_\_
  - f. Other: \_\_\_\_\_ % \$ \_\_\_\_\_

Explain other: \_\_\_\_\_

RFP 2016-34

16. What was the primary reasons for the RFIs: \_\_\_\_\_ Discrepancies in the plans and actual field conditions \_\_\_\_\_

h. \_\_\_\_\_ Total number of days between original contract timeframe and Final Completion (if different from Substantial Completion)

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\_\_\_\_\_All  
completed

26. Total amount of the work self-performed: 100 % \$                      a. If yes, specify the trade, percentage, and value (add additional pages if necessary)

% \$ RFP 2016-34 28

\_\_\_\_\_% \$ \_\_\_\_\_  
\_\_\_\_\_% \$ \_\_\_\_\_  
\_\_\_\_\_% \$ \_\_\_\_\_

27. Were subcontractors used on the project? \_\_\_\_\_ yes \_\_\_\_\_X\_\_\_\_\_ no a. If yes, specify the trade, percentage, and value (add additional pages if necessary)

\_\_\_\_\_% \$ \_\_\_\_\_  
\_\_\_\_\_% \$ \_\_\_\_\_  
\_\_\_\_\_% \$ \_\_\_\_\_

28. Were any Claims\* or Dispute filed on the project \_\_\_\_\_yes \_\_\_\_\_X\_\_\_\_\_ no

\*A Claim means a demand or assertion by your firm seeking as matter of right, adjustment or interpretation of contract terms, compensation, extension of time or other relief with respect to the terms of the contract or other disputes between the owner and your firm.

29. If a Claim(s) was filed on the project, provide the following details for each Claim\*: a. Dollar amount for Initial Claim: \_\_\_\_\_

b. Source of Claim: (e.g. contractor, subcontractor, supplier, etc.) \_\_\_\_\_

c. Method of resolution (e.g. negotiation, mediation, arbitration, litigation): \_\_\_\_\_

d. Final amount of Claim settlement: \_\_\_\_\_

30. If a formal Dispute(s) was filed on the project, provide the following details for each Dispute. Identify the reason for the Dispute and the resolution (use additional pages if necessary):

\_\_\_\_\_ N/A \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

31. Did your company fail/refuse to perform or complete any of work it was obligated to complete?

\_\_\_\_\_ yes \_\_\_\_\_X\_\_\_\_\_ no

If yes, explain what work was not performed/ completed and reasons why:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RFP 2016-

32. Was your company required to perform any work under a directive to proceed pending the resolution of an interpretation of the contract or dispute?

\_\_\_\_\_ yes \_\_\_\_X\_\_\_\_ no

33. Identify up to four (4) constructability issues encountered by your company on the project and briefly describe how your company resolve each issue:

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---

---

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34. Did your company perform any value engineering or other cost savings measures, which improved the quality of the project or saved cost? If yes, provide details and any cost savings.

\_\_\_\_\_NO\_\_\_\_\_

Project Owner's Name: \_\_\_\_\_

Is the Project Owner a public entity? \_\_\_\_\_X\_\_\_\_ yes \_\_\_\_\_ no

Contact Name for Project Owner: \_\_\_\_Miami Beach CIP\_\_\_\_\_

Contact Name's Title: \_\_\_\_\_

Project Owner's Address: \_\_\_\_\_1700 Convenmtion Center

Dr \_\_\_\_\_

Project Owner's City, State, and Zip Code: \_\_\_\_Miami Beach,

FL\_\_\_\_\_

Contact Name's Telephone Number: \_\_305-673-7000\_\_\_\_\_

Contact Name's Email Address: \_\_\_\_\_

Architect/Engineer of Record: \_\_\_\_\_

Architect/Engineer of Record Contact Name: \_\_\_\_\_

Architect/Engineer of Record Contact Name's Telephone No.: \_\_\_\_\_

Architect/Engineer of Record Contact Name Email Address: \_\_\_\_\_

## Appendix F – Key Staff Resumes

## Jason Tanko

President and Founder, Tanko Lighting

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A life-long street light enthusiast, Jason Tanko created Tanko Streetlighting, Inc. (DBA: "Tanko Lighting") more than a decade ago with a focus on manufacturing, engineering and technical support for municipal street light projects. Given the need for street lighting-specific expertise, this quickly expanded into project management services. Today, Tanko Lighting functions as a full-service street lighting company, providing tailored, turnkey solutions for any street lighting project. Mr. Tanko continues to lead the company, serving as President, and provides oversight on engineering, product development, business development, and project management.

Mr. Tanko's success with Tanko Lighting is a result of his extensive educational and professional background. Prior to founding Tanko Lighting, Mr. Tanko enjoyed a long career in energy efficiency and electrical engineering. As a Project Manager for Newcomb Anderson Associates, Mr. Tanko implemented the highly-successful Power Savers program – an energy efficiency program for small businesses in San Francisco. During his tenure as an Electrical Engineer for the Massachusetts Institute of Technology Lincoln Laboratory, Mr. Tanko designed energy efficient low and medium voltage power and lighting systems. As an Electrical Engineer/Project Manager with Wilson Construction Engineering Services, Mr. Tanko engineered and managed new construction and major electrical infrastructure projects. Mr. Tanko served as a District Engineer for Puget Sound Energy, in which he coordinated outage management, operations, budget and maintenance activities and supervised line crews for East King County, WA. As a Senior Engineer with Boeing Commercial Airplane Group, Mr. Tanko designed and drafted electrical systems for airplane equipment. During his tenure as an Electrical Engineer/Designer with Team Engineering, Inc., Mr. Tanko designed and drafted power distribution, lighting, and building control systems for commercial and public buildings.

With a Bachelor of Science in Electrical Engineering (Seattle University), a Master of Business Administration (Seattle University), a C-10 Electrical Contractor's License in the State of California, and an A-17 Contractor's License in the State of Arizona, Mr. Tanko is well-versed in electrical principles and has remarkable acumen for business.

Mr. Tanko has served on every Tanko Lighting project since the company's inception in 2003. The majority of these projects have focused on municipal street lighting. A small sample of successful projects completed under Mr. Tanko's tenure include LED street light conversion projects for the Towns of Sharon, MA; Winchester, MA; and the Cities of Vacaville, CA; Rancho Cordova, CA; Mountain View, CA; Pleasanton, CA; Napa, CA; Hayward, CA; Vallejo, CA; and Morgan Hill, CA.



## David Gruener

Senior Project Manager, Tanko Lighting

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David Gruener comes from a background of data management/analysis/visualization, marketing coordination, and systems implementation. He joined Tanko Lighting in April of 2013 and currently coordinates project management of the company's turn-key professional services, including GIS audit data collection and data reconciliation.

Prior to joining Tanko Lighting, Mr. Gruener worked as a Business Data Analyst at mFoundry, Inc. In this capacity, Mr. Gruener developed and implemented a client revenue, usage, and management database and managed the implementation of a business intelligence tool for data visualization. His duties included data analysis and reporting, systems implementation, revenue modeling and forecasting, database development and project management. He managed both staff and subcontractors and assisted mFoundry with growing from a small, start-up firm to being acquired by a Fortune 500 corporation.

Prior to his tenure with mFoundry, Mr. Gruener served as Data Analyst for Resource Solutions Group – an energy efficiency consulting firm. In this capacity, Mr. Gruener coordinated marketing outreach activities and led the data analysis and reporting for large, region-wide multi-layered energy efficiency rebate programs.

Mr. Gruener holds a Bachelor of Business Administration in Marketing from the University of Portland.

Mr. Gruener has served on a variety of Tanko Lighting projects during his tenure with the company. A small sample set of similar work successfully completed by Mr. Gruener includes the LED street light conversion projects for the Cities of Oakland, CA; Hayward, CA; Vacaville, CA; Rancho Cordova, CA; Mountain View, CA; and Pleasanton, CA.

## Lizzy Kay

Project Manager, Tanko Lighting

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Lizzy Kay has extensive experience with project management and field logistics. She currently assists with the management, implementation and coordination of projects.

Prior to joining Tanko Lighting, Ms. Kay served in a variety of environmental consultancy roles. As an Environmental Action Advisor for the United States Peace Corps, Ms. Kay was stationed in West Africa, where she managed multiple environmental projects, including securing funding, managing budgets, coordinating participants and partners, and developing and implementing monitoring and evaluation programs. As a Technical Analyst for Salas O'Brian Engineers, Inc., Ms. Kay developed proposals and statements of qualifications, prepared reports, and supported the firm's business development efforts.

Ms. Kay holds a Bachelor of Science degree in Environmental Science from the University of Oregon.

Ms. Kay has served on a variety of Tanko Lighting projects during her tenure with the company. Recent projects include the LED streetlight acquisition and/or conversion projects for the Cities of Oakland, CA, Santa Ana, CA, West Hollywood, CA, Vista, CA, and the Island of Kauai.

## Drew Taylor

### Lead Project Data Analyst, Tanko Lighting

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Drew Taylor has extensive experience with Geographic Information Systems (GIS) focused on urban street infrastructure. He joined Tanko Lighting in 2014 and leads the company's data management and analysis services.

Prior to joining Tanko Lighting, Mr. Taylor served in a variety of analyst roles, including as Technical Analyst for San Francisco Municipal Transportation Agency's *SF Park* Program, as well as Community Planning Assistant for the San Francisco Bicycle Coalition, Managing GIS Specialist for Insignia Environmental, GIS Planning Specialist for RECON Environmental, Inc., and Cartographic Technician for the City of Santa Monica's Information Systems Division. Further, Mr. Taylor has extensive field experience, including his tenure as Global Positioning System Field Technician for the California Conservation Corps' GPS Data Collection Program.

Mr. Taylor holds a Bachelor of Arts degree in History (with a concentration on Geographic Information Systems) from the California Polytechnic State University.

Mr. Taylor has served on a variety of Tanko Lighting projects during his tenure with the company. A small sample set of similar work successfully completed by Mr. Taylor includes the LED street light conversion projects for the Cities of Pleasanton, CA; Vallejo, CA; and Morgan Hill, CA.

## Derek Ichien

Field Auditor, Tanko Lighting

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Derek Ichien has a thorough background in crucial aspects of sustainability, field sampling, and environmental science, including a solid familiarity with data collection as related to energy efficiency in the built environment. He joined Tanko Lighting in 2014 and supports the company's data collection and field auditing services.

Prior to joining Tanko Lighting, Mr. Ichien served as a Hydrology Intern with the Humboldt State River Institute, where he conducted field data collection and analysis for hydrology projects. Further, Mr. Ichien worked on environmental impact assessments for the Samoa Peninsula and provided research and statistical analysis for Humboldt State University's Climate Action Plans.

Mr. Ichien holds a Bachelor of Science degree in Environmental Science, Energy and Climate (with a Geospatial Science minor) from Humboldt State University.

Mr. Ichien has served on a variety of Tanko Lighting projects during his tenure with the company. A small sample set of similar work successfully completed by Mr. Gruener includes the completed GIS audits for the Island of Kauai, and the Cities of Modesto, CA; Vista, CA; and the Towns of Rocky Hill, CT and Berlin, CT.

# **Gonzalo Planas**

E-mail: grelect@bellsouth.net

Home- (305) 823-2265

Cell- (305) 796-1047

## **Education:**

High School, Havana Cuba

## **Related Work Experience:**

**G&R Electric Corporation**, Hialeah, FL

**Qualifier, President**, 1986- present

- Manage day-to-day company operations for this Florida State Certified Electrical contracting Firm
- Coordinate all field operating work crews on a daily basis
- Recommend and perform Value Engineering for clients
- Supervise payroll items, invoices, and other office paper work
- Supervise and at times assist electricians in the field with different responsibilities pertaining to commercial, industrial, and residential electrical projects
- Work closely with county officials to process plans and resolve permit issues

**FPI Electric Corp.**, Miami, FL

**Electrician and Superintendent**,

**Various Projects** 1979-1986

- Supervise and worked with electrical workers in various construction sites
- Directed and coordinated work crews in electrical projects

## **Certificates and Licenses:**

- Florida State Licensed Electrical Contractor
- ICC (International Code Congress) Electrical Inspector

## **Volunteer Activates:**

- Baynanza Bay Clean Up
- Inner City kids fishing tournament
- After School All Stars Programs

## **Memberships:**

- Miami Outboard Club Current member
- ICC Member
- NFPA Member
- UL Listed Electrical Company for Fire Alarms

## **Skills:**

- Skilled in reading and understanding architectural/construction plans
- Fluent in Spanish

# Gonzalo Planas Jr.

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

Home- (305) 557-1740

Cell- (786) 412-9116

## **Education:**

University of Miami, Coral Gables, FL

- Bachelor of Science in Architectural Engineering, 05/2006
- Bachelor of Science in Civil Engineering, 05/2006

Florida International University

- Master of Science in Construction Management, 12/2007

## **Related Work Experience:**

**G&R Group Incorporated, General Contractor Services, Hialeah, FL**

**President/Owner, Qualifier, 09/06- present**

- Projects contracted and completed are as follows, but not limited to:
  - 900 Sq. Ft. Commercial Tenant Build-Out for shell building
  - Renovation for a 10,000 Sq. Ft. Commercial Warehouse
  - 850 Sq. Ft. Residential Remodel
  - Repair of wood siding and changing of all entry doors for a 286 Unit Apartment Conversion Project, including production of drawings for permit issuance
  - Installation and fabrication of cast-in-place concrete light pole bases
  - Provide construction and project management for Building Cooling Tower Replacement, including steel structural work
- Responsible for running day-to-day operations of company.
- Develop estimates for projects such as homes, buildings, and warehouses
- Supervise payroll items, invoices, and other office paper work
- Hire and supervise subcontractors for projects
- Work closely with county officials to process plans and resolve permit issues

**G&R Electric Corporation, Hialeah, FL**

**Qualifier, Project Executive, Chief Estimator, and Design-Build Designer, 01/01- present**

- Create, process, review, and distribute all change orders
- Organize and distribute project materials submittals
- Create applications for payments
- Recommend and perform Value Engineering for certain projects
- Responsible for designing plans on AutoCAD ranging from commercial and residential electrical layouts to electrical risers and meter bank designs
- Provide electrical calculations with all AutoCAD drawings
- Responsible for the development of all estimates for projects such as homes, buildings and warehouses
- Periodically create payroll items, invoices, and other office paper work
- Supervise and assist electricians in the field with different responsibilities pertaining to commercial, industrial, and residential electrical projects
- Work closely with county officials to process plans and resolve permit issues

**Milton Construction Corporation, Miami, FL**

**Superintendent Assistant and Project Manager Assistant,**

**Ten Story Residential Construction Project 01/06- 07/06**

- Observed topics dealing with the General Contracting business
- Responsible for organizing, maintaining and distributing all RFI's (Request For Information) received at the construction site office

- Maintained construction office drawings and shop drawings organized
- Assisted superintendent in supervising sub-contractor's work
- Attended meetings with city officials and owners pertaining to project issues that needed attention
- Assisted with quality control issues
- Performed daily construction site walk through to inspect and supervise all sub-contractor work
- Maintained a safe working environment at the construction site

**University of Miami Concrete Research, Coral Gables, FL**

**Research Assistant, 08/05- 05/06**

- Worked in the machine shop to fabricate items needed to conduct research
- Assisted researchers with measurements and records of experiments
- Mixed concrete samples and conducted tests with specific reinforcement methods

**L. Triana and Associates, Miami, FL**

**AutoCAD Draftsman, 03/05- 01/06**

- Responsible for designing plans on AutoCAD ranging from commercial and residential plumbing layouts to plumbing risers
- Provided pipe sizes and details with all plumbing drawings
- Reviewed and responded to shop drawings
- Worked closely with company president to design fire protection systems and electrical systems

**United Forming, Orlando, FL**

**Intern at a Major Hi-Rise Construction Site in Aventura Florida, 03/04- 07/04**

- Observed and learned topics dealing with formwork and reinforced concrete construction
- Learned basics dealing with cable placement for post tensioning in slabs and observed cable stressing
- Assisted project managers and superintendents with concrete take-offs and construction scheduling
- Assisted with quality control issues
- Created timesheets for payroll of employees
- Received and recorded all concrete and steel orders
- Recorded all purchase logs of materials and tools
- Organized, maintained, and distributed all RFI's (Request For Information) received at construction site office
- Sketched RFI information and changes onto most current set of structural and architectural plans
- Contacted and worked closely with structural engineer and architect with problems that needed attention
- Learned all matters that deal with safety when working at major construction sites

**Activities, Certificates, and Licenses:**

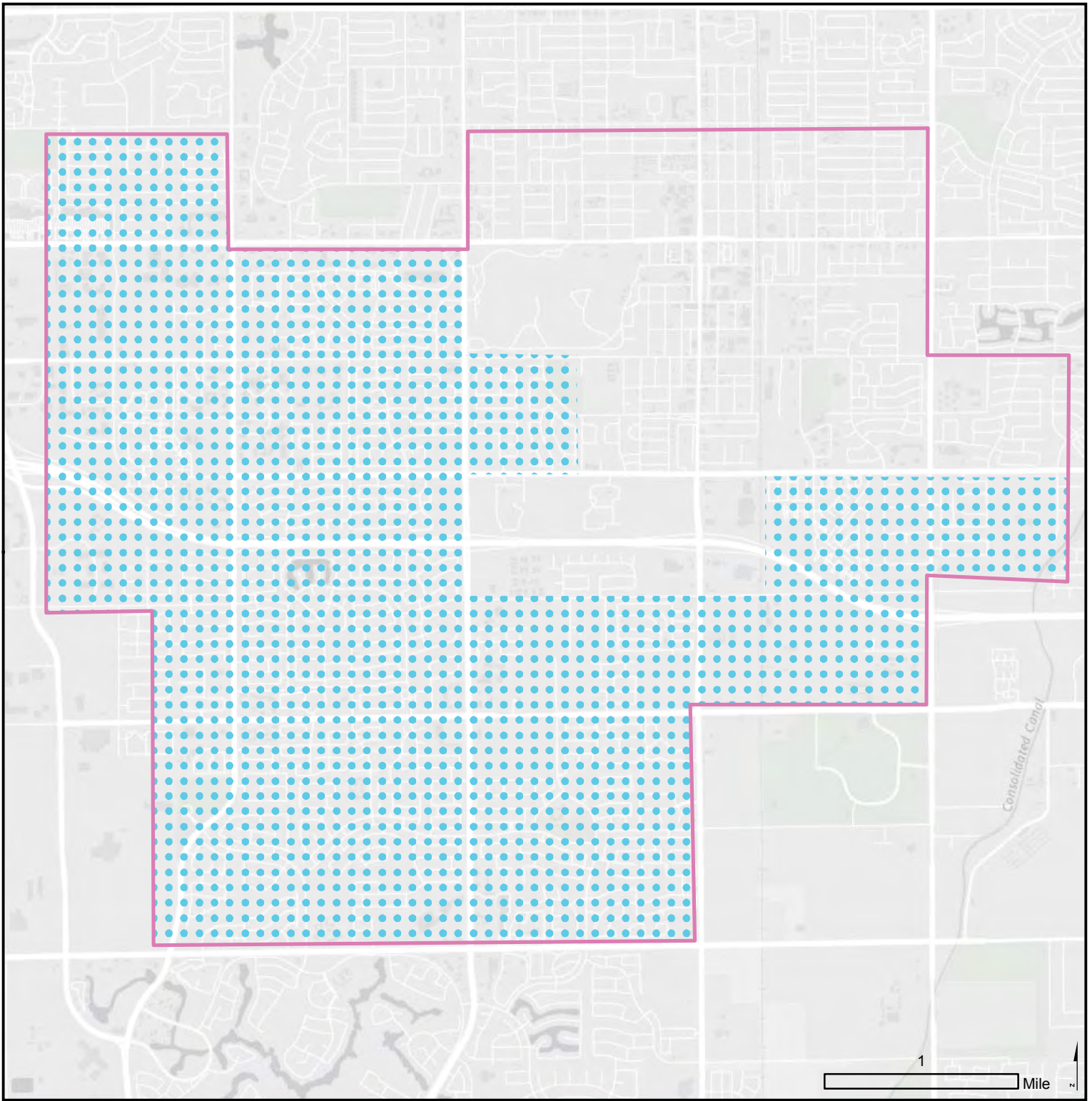
- Florida State Licensed General Contractor
- Florida State Licensed Electrical Contractor
- Florida State and Licensed Electrical Inspector
- ICC (International Code Congress) Electrical Inspector
- Presently in process of obtaining Florida Certification for an Electrical Plan Reviewer

**Skills:**

- Skilled in reading and understanding architectural/construction plans
- Microsoft Word, Excel, Power Point, FrontPage, AutoCAD, QuickBooks, Mapsource
- Fluent in Spanish



## Appendix G – Sample Reports



# Weekly Audit Report

- Audit Complete
- ▭ City Boundary

Street Light Audit Summary for November 3rd - 7th, 2014			
Total Fixtures (Approx):	5,033	Remaining Fixtures:	791
Fixtures Audited:	4,242	Percent Complete:	84%

# City Audit Report

LED Streetlight Conversion: Audit Phase  
Reported Issues: November 3 - November 7, 2014



POLE NUMBER	ISSUE REPORTED	AUDIT DATE	APPROX. ADDRESS	COORDINATES
8380	Major Tree Obstruction	11/5/2014	38.462089, -122.176626	2392 Lansdowne Blvd
8807	Pole Damaged - Missing Parts	11/6/2014	38.46168, -122.176697	2354 Lansdowne Blvd
8385	Pole Damaged - Missing Parts	11/3/2014	38.259741, -122.177123	2326 Lansdowne Pl
8384	Pole Leaning	11/3/2014	38.564279, -122.182153	2362 Shade Overlook Dr
8380	Pole Damaged - Missing Parts - Pole Leaning	11/5/2014	38.462007, -122.180102	2326 Lansdowne Pl
8807	Pole Leaning	11/5/2014	38.462007, -122.180103	2362 Shade Overlook Dr
8563	Pole Leaning	11/6/2014	38.46168, -122.176697	2563 Shade Cir

# Installation Map



LED Street Light Conversion: Installation Map Book

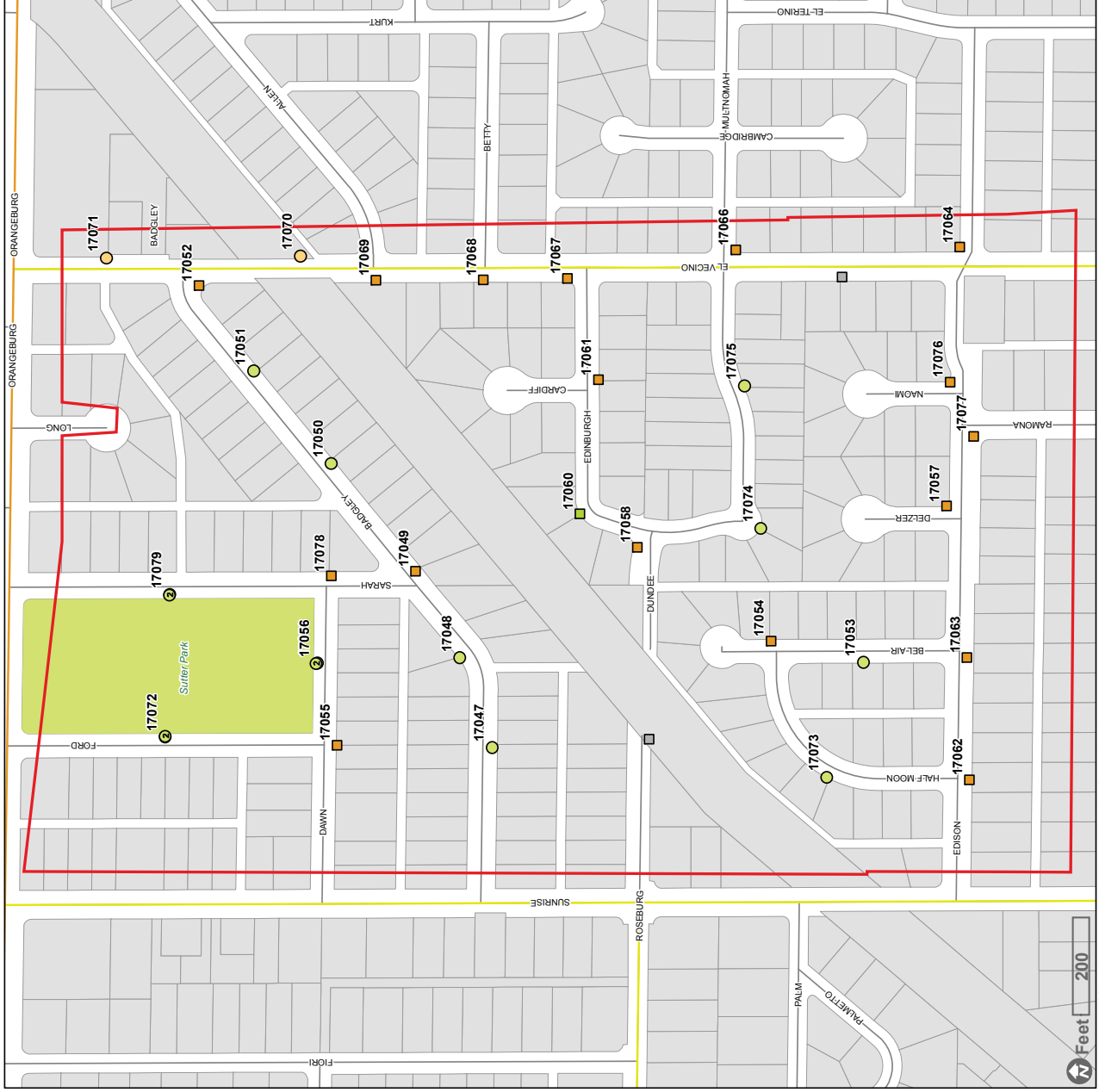
  Installation Area 227

## Fixture Installation

- 48W Cree XSP1 Type 2 (BXSP-B-HT-2ME-A-40K-UL-SV-N-Q8-SPX) (14 fixtures)
- 53W Cree XSP1 Type 3 (BXSP-B-HT-3ME-A-40K-UL-SV-N-Q8-SPX) (1 fixtures)
- 73W Cree XSP2 Type 2 (BXSP-B-HT-2ME-B-40K-UL-SV-N-Q6-SPX) (2 fixtures)
- 73W Cree XSP2 Type 3 (BXSP-B-HT-3ME-B-40K-UL-SV-N-Q6-SPX) (17 fixtures)
- Do Not Replace (2 fixtures)
- 2 Twin Pole

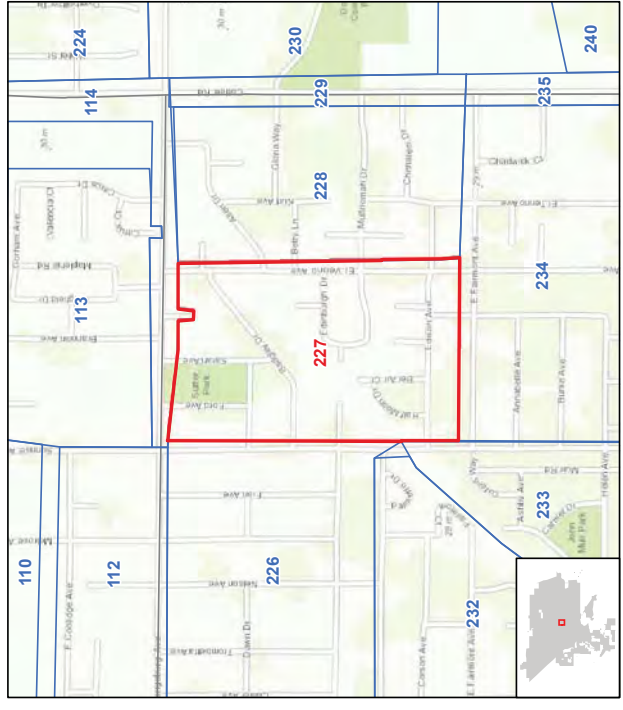
## Base Map

- Residential
- Arterial
- Collector
- Highway
- City Boundary
- Adjacent Install Area
- Private or High Voltage
- Parcels
- Park
- ▲ School
- H Hospital
- ★ Government Facility

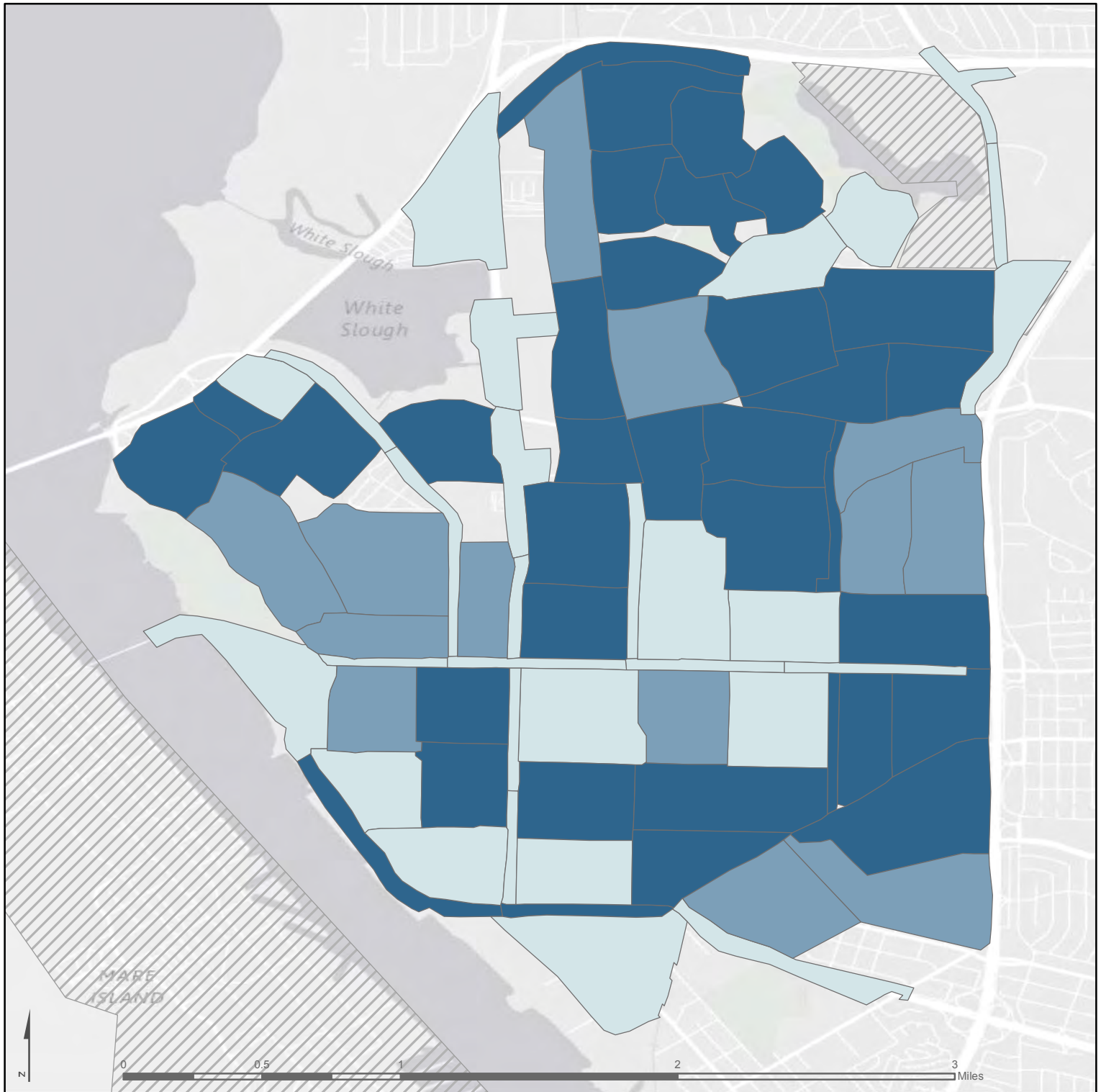


Feet 200

Printed: 3/26/2019 (C:\BDD\13\_Documentation\MapBook\_Reports\MapBook\_227.mxd)



## LED STREETLIGHT CONVERSION PROJECT: INSTALL PHASE



**INSTALL STATUS:**  PENDING  IN PROGRESS  COMPLETE  PRIVATE AREA

**INSTALLS COMPLETED NOVEMBER 3rd - 7th, 2014: 544**

**TOTAL INSTALLS COMPLETED TO DATE: 4,035**

**TOTAL FIXTURES TO BE INSTALLED: 7,260**

**PERCENT COMPLETE: 48%**

MAP DATE: 11/6/2014



## City Install Report

LED Streetlight Conversion: Install Phase

Reported Issues: November 3 - November 7, 2014



POLE NUMBER	INSTALLED	ISSUE REPORTED	INSTALL DATE	COORDINATES	APPROX. ADDRESS
x8385	Yes	No Power - repaired bad fuse	11/3/2014	38.462089, -122.176626	2392 Lansdowne Blvd
x8384	Yes	No Power - repaired bad fuse	11/3/2014	38.46168, -122.176697	2354 Lansdowne Blvd
x8380	Yes	No Power - repaired bad fuse	11/5/2014	38.259741, -122.177123	2326 Lansdowne Pl
x8807	Yes	No Power	11/5/2014	38.564279, -122.182153	2362 Shade Overlook Dr
x8563	Yes	No Power	11/6/2014	38.462007, -122.180102	2563 Shade Cir

## Appendix H – Proposer Reference Forms



**PROPOSER'S REFERENCE FORM**

Proposers shall provide three (3) references of clients which have utilized proposer's services within the last three (3) years.

- 1) Name of Client Entity: Town of Winchester, MA  
 Address: 71 Mt Vernon St.  
 City/State/Zip: Winchester, MA 01890  
 Contact: Susan McPhee  
 Title: Energy Conservation Coordinator  
 Email Address: sgmcphee@me.com  
 Telephone: 781-507-5880  
 Scope of Work: Auditing services, design, rebate/rate change, training, and logistical support (including commissioning).  
 Project Start/End Dates: February - October 2014  
 Contract Amount: \$ \$414,850 (Total Project Cost)
  
- 2) Name of Client Entity: City of Berkeley, CA  
 Address: 1947 Center Street, Fourth Floor  
 City/State/Zip: Berkeley, CA 94704  
 Contact: Reeve Battle  
 Title: Assistant Civil Engineer, Public Works Department, Engineering Division  
 Email Address: rbattle@cityofberkeley.info  
 Telephone: 510-981-6336  
 Scope of Work: GIS auditing services, design, product procurement, installation management services (overseeing a qualified subcontractor), rebate/rate change, training, logistical support (including commissioning), and environmental disposal.  
 Project Start/End Dates: April 2014 - December 2015  
 Contract Amount: \$ \$3.15 million
  
- 3) Name of Client Entity: City of Santa Clara, CA (Silicon Valley Power)  
 Address: 1500 Warburton Avenue  
 City/State/Zip: Santa Clara, CA 95050  
 Contact: Mary Medeiros McEnroe  
 Title: Public Benefit Program Manager  
 Email Address: mmedeiros@santaclaraca.gov  
 Telephone: 408.615.6646  
 Scope of Work: GIS auditing services, design, product procurement, installation management services (overseeing a qualified subcontractor), rebate/rate change, training, logistical support (including commissioning), and environmental disposal.  
 Project Start/End Dates: September 2014 - March 31, 2016  
 Contract Amount: \$ \$1.863 million

## Appendix I – Price Worksheet

## PRICE PROPOSAL FORM\*

RFP 2016-34 LED STREET LIGHT CONVERSION PROGRAM	
Fixtures – TOTAL (Price Worksheet Line <del>K18</del> <b>L18</b> )	\$243,382.33
Monitoring & Control System – TOTAL (Price Worksheet Line <b>M18</b> )	\$143,481.15
Installation – TOTAL (Price Worksheet Line <del>L18</del> <b>N18</b> )	\$121,713.30
Fixture, Monitoring & Control System, and Installation – TOTAL PROPOSAL PRICE (Price Worksheet Line <b>O18</b> )	\$508,576.78
Fixture, Monitoring & Control System, and Installation (Price Worksheet Line <b>O18</b> ) <b>TOTAL PROPOSAL PRICE Written in Words:</b> Five hundred fifty five thousand five hundred seventy six dollars and seventy eight cents	
Cost for complete pole replacement if needed to include all mobilization, equipment, installation, materials, labor, tools, machinery, transportation, supervision: \$5,000 (marbelite pole)	
<b>PROPOSAL OPTION**</b>	
Financing APR	2.65 %
Term Length	96 months
Monthly payment	\$5,931.66
Name of Financing Institution: <u>TCF National Bank; Equipment Finance</u>	
Institution Contact Name: <u>Gene Rogero</u> Phone Number: <u>706-705-1392</u> , Cell: <u>706-591-9057</u>	
<b><u>EXTENDED WARRANTY OR OTHER COVERAGE OPTION BEYOND THE MINIMUM REQUIREMENT (Section 1.4):</u></b>	
# of additional years available: <u>9</u> @ Cost per year \$ <u>3,558.33</u>	


\* Price Spreadsheet (Excel format) must be included in Proposer's submittal package as a hard copy and in electronic format on the CD-ROM or flash drive.

\*\* Proposed financing arrangement shall include a clause allowing the Town to prepay all or part of the balance owed under the note at any time without penalty.

Proposer agrees to supply the products and services at the prices above in accordance with the terms, conditions and specifications contained in this RFP.

Firm's Name: Tanko Streetlighting INC F.E.I.N. No.: 26-2819585

Town/State/Zip: San Francisco, CA 94124

Signature of Authorized Signatory: 

Printed Name/Title: Jason Tanko - President Email Address: jason@tankolighting.com

# TOWN OF MIAMI LAKES

## LED Conversion Program- Price Worksheet 06-30-16

Location	Existing Lighting Type	Quantity	Watt	FPL cost per existing light per unit, per month	Proposed Lamp	Proposed Monitoring and Control System	Quantity	Lumens	Watt	Fixture Cost per Unit	Monitoring and Control system cost per unit	Installation Cost per Unit	Fixture, Monitoring & Control System, and Installation Cost per Unit
Town of Miami Lakes Street Lights													
Cobra Heads	HPS 0700	2	76 \$	1.98	ERL1-0-03-B1-40-A-GRAY	GE LIGHTS-04	2	2900	25 \$	249.38 \$	156.81 \$	133.02 \$	539.11
Cobra Heads	HPS 0100	541	108.5 \$	2.78	ERL1-0-04-B1-40-A-GRAY	GE LIGHTS-04	541	3900	35 \$	255.70 \$	156.81 \$	133.02 \$	545.53
Cobra Heads	HPS 0150	92	162.8 \$	4.06	ERL1-0-06-F1-40-A-GRAY	GE LIGHTS-04	92	6000	53 \$	272.92 \$	156.81 \$	133.02 \$	562.65
Cobra Heads	HPS 0200	153	271.7 \$	5.92	ERL1-0-07-F1-40-A-GRAY	GE LIGHTS-04	153	7000	67 \$	296.36 \$	156.81 \$	133.02 \$	596.19
Cobra Heads	HPS 0250	11	271.25 \$	7.86	ERL1-0-09-F1-40-A-GRAY	GE LIGHTS-04	11	8500	88 \$	314.95 \$	156.81 \$	133.02 \$	604.35
Cobra Heads	HPS0400	14	434 \$	11.39	ERLH-0-13-F1-40-A-GRAY	GE LIGHTS-04	14	13000	125 \$	427.97 \$	156.81 \$	133.02 \$	717.80
Decorative Fixture- Contempo 245 15M MTI RS GL	HPS 0100	36	108.5 \$	2.78	DPT-A-36-FR-A-40K-UL-UP / DPT-UL-SMD	GE LIGHTS-04	36	3300	35 \$	248.21 \$	156.81 \$	133.02 \$	538.04
Decorative Fixture accom style black fiber glass and aluminum	HPS 0100	76	108.5 \$	2.78	DPT-A-36-FR-A-40K-UL-UP / DPT-UL-SMD	GE LIGHTS-04	76	3300	35 \$	248.21 \$	156.81 \$	133.02 \$	538.04
TOTALS										245,392.33 \$	143,481.15 \$	121,733.30 \$	508,576.78 \$

**TOWN OF MIAMI LAKES**  
**LED Conversion Program - Schedule of Values**

<b>Firm</b>	<b>Trade Category</b>	<b>Estimated Cost of the Work</b>	<b>Notes</b>
Tanko Lighting	Project Management, Procurement, Data Management	\$ 291,895.63	(Note that this includes the base bid only and not the Monitoring & Control System costs.)
G&R Electric Corp	Installation, traffic control, field safety, disposal	\$ 73,200.00	

## Appendix J – Financing Offer



July 8, 2016

Town of Miami Lakes  
6601 Main Street  
Miami Lakes FL

**Re: Municipal Lease/Purchase Financing**

Dear Sir or Madam:

TCF Equipment Finance, a division of TCF National Bank ("TCF") is pleased to propose to the Town of Miami Lakes the following tax-exempt lease/purchase transaction as outlined below. Under this transaction, the Town of Miami Lakes would enter into a municipal lease/purchase agreement with TCF for the purpose of acquiring a new High Efficiency Street Lighting from Tanko Lighting. This is a proposal only and is subject to final review and approval by both the Lessor and Lessee.

<b>LESSEE:</b>	Town of Miami Lakes, Florida
<b>LESSOR:</b>	TCF Equipment Finance, its affiliates or assignees
<b>EQUIPMENT:</b>	High Efficiency Street Lighting
<b>PROJECT COST:</b>	\$508,577.00
<b>TERM:</b>	8 Years
<b>INTEREST RATE:</b>	2.65%
<b>SEMI-ANNUAL PAYMENTS:</b>	16 @ \$35,590.00
<b>FIRST PAYMENT DUE:</b>	January 2017
<b>CLOSING FEES:</b>	None charged by Lessor
<b>PRICING:</b>	The Rate and Payments outlined above are <u>locked</u> for 30 days, provided this transaction is closed/funded prior to that time. After 30 days, the final Rate and Payments shall be adjusted commensurately to the market in effect at the time of funding and shall be fixed for the entire lease term. This proposal shall expire if it is not accepted by the Lessee within 10 days of the proposal date.
<b>ESCROW FUNDING:</b>	Upon closing of this transaction and at the direction of the Lessee, TCF shall fund the amount financed into an Escrow Account which shall be used to disperse milestone payments during the installation period to Tanko Lighting. All interest earnings shall be for the



account of the Lessee. Any set-up fees charged by the Escrow Agent (not to exceed \$500) shall be paid by lessee or capitalized into the total amount financed.

**DOCUMENTATION:**

Lessor shall provide all of the documentation necessary to close this transaction. This documentation shall be governed by the laws of the State of Florida.

**TITLE / INSURANCE:**

Lessee shall retain title to the equipment during the lease term. Lessor shall be granted a perfected security interest in the equipment and the Lessee shall keep the equipment free from any/all liens or encumbrances during the term. Lessee shall provide adequate loss and liability insurance coverage, naming Lessor as additional insured and loss-payee.

**CREDIT UNDERWRITING:**

Transaction has been pre-screened by the Lessor. The Lessee shall provide any additional information that the Lessor may need in order to complete its final credit due-diligence.

We appreciate this opportunity to offer a TCF Financing Solution. Please do not hesitate to contact me if you have any questions at **(706) 705-1392**. Upon acceptance of this proposal, please scan and e-mail to my attention at [grogero@tcfef.com](mailto:grogero@tcfef.com). Thank you again.

Sincerely,



Gene Rogero  
Vice President

**ACCEPTANCE**

As a duly authorized agent of the **Town of Miami Lakes**, I hereby accept the terms of this proposal as outlined above and intend to close this financing with TCF, subject to final Town Council approval.

ACCEPTED: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

PHONE: \_\_\_\_\_

WE ARE PROVIDING THE INFORMATION CONTAINED HEREIN FOR INFORMATIONAL PURPOSES ONLY IN CONNECTION WITH POTENTIAL ARMS-LENGTH COMMERCIAL BANKING TRANSACTIONS. IN PROVIDING THIS INFORMATION, WE ARE ACTING FOR OUR OWN INTEREST AND HAVE FINANCIAL AND OTHER INTERESTS THAT DIFFER FROM YOURS. WE ARE NOT ACTING AS A MUNICIPAL ADVISOR OR FINANCIAL ADVISOR TO YOU, AND HAVE NO FIDUCIARY DUTY TO YOUR OR ANY OTHER PERSON PURSUANT TO SECTION 15B OF THE SECURITIES EXCHANGE ACT OF 1934. THE INFORMATION CONTAINED IN THIS DOCUMENT IS NOT INTENDED TO BE AND SHOULD NOT BE CONSTRUED AS "ADVICE" WITHIN THE MEANING OF SECTION 15B OF THE SECURITIES EXCHANGE ACT OF 1934 AND THE MUNICIPAL ADVISOR RULES OF THE SEC. WE ARE NOT RECOMMENDING THAT YOU TAKE AN ACTION WITH RESPECT TO THE INFORMATION CONTAINED HEREIN. BEFORE ACTING ON THIS INFORMATION, YOU SHOULD DISCUSS IT WITH YOUR OWN FINANCIAL AND/OR MUNICIPAL, LEGAL, ACCOUNTING, TAX AND OTHER ADVISORS AS YOU DEEM APPROPRIATE. IF YOU WOULD LIKE A MUNICIPAL ADVISOR THAT HAS LEGAL FIDUCIARY DUTIES TO YOU, THEN YOU ARE FREE TO ENGAGE A MUNICIPAL ADVISOR TO SERVE IN THAT CAPACITY.

## Appendix K – Required Forms

## ANTI-KICKBACK AFFIDAVIT

CALIFORNIA  
STATE OF ~~FLORIDA~~ }

SAN FRANCISCO }  
COUNTY OF ~~MIAMI-DADE~~ }

ss: City of San Francisco

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Miami Lakes, its elected officials, and \_\_\_\_\_ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

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

Title: PRESIDENT

Sworn and subscribed before this

27 day of June, 2016

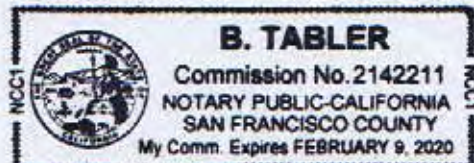
B. Tabler

Notary Public, State of ~~Florida~~ CALIFORNIA

B. Tabler

(Printed Name)

My commission expires: 2/9/20





### DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

TANKO SPECTROSCOPY, INC.  
BUSINESS NAME

  
FIRM'S SIGNATURE



**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 JASON TANKO, PRESIDENT  
[print individual's name and title]

for TANKO STREETLIGHTING, INC. ("TANKO LIGHTING")  
[print name of entity submitting sworn statement]

whose business address is

220 BAYSHORE BLVD

SAN FRANCISCO, CA 94124

and (if applicable) its Federal Employer Identification Number (FEIN) is 26-2819585

(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 27 day of June, 2016

Personally known ☒

OR produced identification ☒

Notary Public – State of California

driver's license

My commission expires 2/9/20

(type of identification)

B. Tabler

(Printed, typed or stamped commissioned name notary public)





## CONFLICT OF INTEREST AFFIDAVIT

State of California }} SS: City of San FranciscoCounty of San Francisco }

JASON TANKO being first duly sworn, deposes and says that he/she is the  
 (Owner, Partner, Officer, Representative or Agent) of TANKO STREETLIGHTING, 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:

B. [Signature]

Witness

By: [Signature]JASON TANKO

(Printed Name)

PRESIDENT

(Title)



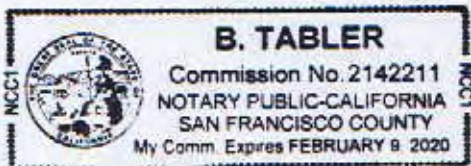
BEFORE ME, the undersigned authority, personally appeared JASON TANKO to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that he executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 27 day of June, 2016.

My Commission Expires: 2/9/20

B. [Signature]

Notary Public State of ~~Florida~~ at Large  
California



## NON-COLLUSIVE AFFIDAVIT

State of California }

} ss: City of San Francisco

County of San Francisco }JASON TANKO

being first duly sworn, deposes and says that:

- a) He/she is the Owner (Owner, Partner, Officer, Representative or Agent) of TANKO STREETLIGHTING, INC., the Bidder that has submitted the attached Proposal;
- b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- c) Such Proposal is genuine and is not collusive or a sham Proposal;
- d) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Bidder, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- e) 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:

B. [Signature]

Witness

[Signature]

Witness

By: [Signature]JASON TANKO

(Printed Name)

PRESIDENT

(Title)

**NON-COLLUSIVE AFFIDAVIT (CONTINUED)**

## ACKNOWLEDGMENT

State of California )

1 ss: City of San Francisco

County of San Francisco

BEFORE ME, the undersigned authority, personally appeared JASON TANKO 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 he executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 27 day of June, 2016.

My Commission Expires: 2/9/20

B. 22

Notary Public State of Florida at Large <sup>BT</sup>  
California





**CERTIFICATE OF AUTHORITY  
(IF CORPORATION)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of Tanko Streetlighting, Inc., a corporation organized and existing under the laws of the State of California, held on the 2nd day of July, 2014, a resolution was duly passed and adopted authorizing (Name) Jason Tanko as (Title) President of the corporation to execute proposals on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, is the official act and deed of the corporation. I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 27th day of June, 20 16.

Secretary:  Print: Clare Bressani Tanko

**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 proposals on behalf of the partnership and provides that his/her execution thereof, attested by a partner, is 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 JOINT VENTURE)**

Joint ventures must submit their joint venture agreement indicating that the person signing this Bid is authorized to sign Bid documents on behalf of the joint venture and submit the appropriate Certificate of Authority (corporate, partnership, or individual).

**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 Proposal to which this attestation is attached.

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

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

## NOTARIZATION

STATE OF California

) SS:

COUNTY OF San Francisco

The foregoing instrument was acknowledged before me this 27 day of June, 2016, by Clare Bressani Tanko, who is personally known to me or who has produced driver's license as identification and who (did) take an oath.

B. [Signature]

SIGNATURE OF NOTARY PUBLIC

STATE OF ~~FLORIDA~~ CALIFORNIAB. Tabler

PRINTED, STAMPED OR TYPED

NAME OF NOTARY PUBLIC





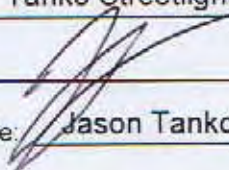
**RFP 2016-34**  
**ADDENDUM ACKNOWLEDGEMENT FORM**

---

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

Addendum No. <u>1</u>	Dated <u>6/8/16</u>
Addendum No. <u>2</u>	Dated <u>6/14/16</u>
Addendum No. <u>3</u>	Dated <u>6/17/16</u>
Addendum No. <u>4</u>	Dated <u>6/24/16</u>
Addendum No. <u>5</u>	Dated <u>6/30/16</u>
Addendum No. <u>6</u>	Dated <u>6/30/16</u>
Addendum No. <u>7</u>	Dated <u>7/6/16</u>
Addendum No. <u>      </u>	Dated <u>                    </u>
Addendum No. <u>      </u>	Dated <u>                    </u>

       No Addendum issued for this RFP

Firm's Name: Tanko Streetlighting, Inc. "Tanko Lighting"  
Signature:   
Printed Name/Title: Jason Tanko, President

## Appendix L – Proposer Profile Form



### PROPOSER PROFILE FORM

By submitting this Proposal, firm certifies the truth and accuracy of all information contained herein.

Proposer's Business Name Tanko Streetlighting, Inc. ("Tanko Lighting")

Contact Person Jason Tanko Title President

Email Address jason@tankolighting.com Phone Number 415-254-7579

#### A. Business Information

1. How many years has your company been in business under its current name and ownership? 8 years - previously was Sole Proprietorship (Tanko Streetlighting Services) since 2003.

a. Professional Licenses/Certifications (include name and number)*	Issuance Date
<u>California C-10 Electrical Contractor License</u>	<u>May 2014</u>
<u>Arizona A-17 Electrical Contractor License</u>	<u>June 2015</u>
<u>Massachusetts DCAM Certification</u>	<u>February 2015</u>
<u>DOE Qualified ESCO</u>	<u>May 2015</u>

b. Date company licensed by the State of Florida or Miami-Dade County: N/A - Subcontractor is licensed - see proposal.

c. State and Date of Incorporation: CA - March 2008

c. What is your primary business? Project management for municipal street light conversion projects. (This answer should be specific)

2. Name and Licenses of any prior companies:

Name of Company	License No.	Issuance Date
<hr/>		
<hr/>		

3. Type of Company (circle one):

Corporation      "S" Corporation      LLC      Sole Proprietorship  
                          Tanko Lighting is an S Corporation

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
Jason Tanko	President	50%
Clare Bressani Tanko	Vice President	50%

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
Jason Tanko	President	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Clare Bressani Tanko	Vice President/Secretary	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Explanation for Other:

## 5. Employee Information

Total No. of Employees: 25 Number of Managerial/Admin. Employees: 20

Number of Trades Personnel and total number per classification:

(Apprentices must be listed separately for each classification)

N/A

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

No.

7. Insurance Information (**Attach Firm's current Certificate of Liability Insurance**) - Attached  
 a. Insurance Carrier name & address: Traveler's Property Casualty Company of America

PO Box 660317, Dallas, TX 75266-0317

- b. Insurance Contact Name, telephone, & e-mail: Vince Scolari, 408-550-2132;  
vscolari@mcsberryandhudson.com

- c. Insurance Experience Modification Rating (EMR): 77%  
 (if no EMR rating please explain why)

- d. Number of Insurance Claims paid out in last 5 years & value: 1 - \$454.00

8. Bank References:

Bank	Address/City/State/Zip	Telephone
JP Morgan Chase	60 Mission Street, 5th Floor, San Francisco, CA 94105;	(415) 315-5915

9. Attach a financial statement including proposer's latest balance sheet and income statement showing the following items:

- Current Assets (e.g. cash, joint venture accounts, accounts receivable, notes, receivable, accrued income, deposits, materials, real estate, stocks and bonds, equipment, furniture and fixtures, inventory and prepaid expenses)
- Net Fixed Assets
- Other Assets
- Current Liabilities (e.g. accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, real estate encumbrances and accrued payroll taxes)
- Other Liabilities (e.g. capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings)

State the name of the firm preparing the financial statement and date thereof:

Hood & Strong, LLC - April 2015 - NOTE: THESE ARE CONFIDENTIAL DOCUMENTS.

Is this financial statement for the identical organization named on page one?

X Yes    \_\_\_ No

If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g. parent-subsiary).

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10. Have any claims lawsuits been filed 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.
- 

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.

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. Please find attached.

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. N/A

16. Subcontractors:

Name	Trade/Work to be performed	% of Work	License No.
G&R Electric Corp.	Installation, disposal, safety, traffic control	~20%	EC13003998

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/24/2016

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 LIC #0056172</b> <b>McSherry &amp; Hudson</b>  160 West Santa Clara Street Suite 715 San Jose, CA 95113		<b>1-888-845-2248</b>  <b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b> 408-550-2130 <b>FAX (A/C, No):</b> 408-550-2119 <b>E-MAIL ADDRESS:</b>															
<b>INSURED</b> <b>Tanko Street Lighting, Inc.</b> <b>DBA: Tanko Lighting</b> <b>220 Bayshore Blvd.</b>  <b>San Francisco, CA 94124</b>		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: TRAVELERS PROP CAS CO OF AMER</td> <td>25674</td> </tr> <tr> <td>INSURER B: HISCOX INS CO INC</td> <td>10200</td> </tr> <tr> <td>INSURER C:</td> <td></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> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: TRAVELERS PROP CAS CO OF AMER	25674	INSURER B: HISCOX INS CO INC	10200	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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## COVERAGES

**CERTIFICATE NUMBER: 46927607**

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			630-8470L003-TIL-16	05/19/16	05/19/17	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA-8470L003-TIL-16	05/19/16	05/19/17	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUP-8470L003-TIL-16	05/19/16	05/19/17	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
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/A			UB-4E963854-16	05/19/16	05/19/17	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <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
B	<b>Professional/E&amp;O</b>			MPL1485834.16	05/19/16	05/19/17	Each/Aggregate 2,000,000

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

RE: Proof of Insurance

## CERTIFICATE HOLDER

Proof of Insurance c/o  
 Tanko Street Lighting, Inc. DBA: Tanko Lighting  
  
 220 Bayshore Blvd.  
  
 San Francisco, CA 94124  
  
 USA

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

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wilsonk19

46927607

## Equipment List – Tanko Lighting

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

- Yale Forklift
- Komatsu Forklift
- Dodge Ram Truck
- Prius Sedan
- Prius Sedan
- IT Server

Please note that Tanko Lighting's installation subcontractor – G&R Electric – owns one 45 foot-reach bucket truck, one 60 foot-reach bucket truck, as well as one flatbed trailer and additional trucks and fleet vehicles.

Due to the Novus file size limitations, the additional RFP 2016-34 responsive submittals can be downloaded from the Town's Procurement web page at the following link: [http://miamilakes-fl.gov/index.php?option=com\\_content&view=article&id=289&Itemid=278](http://miamilakes-fl.gov/index.php?option=com_content&view=article&id=289&Itemid=278)





## **Town of Miami Lakes Memorandum**

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**To:** Honorable Mayor and Councilmembers

**From:** Alex Rey, Town Manager

**Subject:** Florida Highway Beautification Council (FHBC) Grant Program

**Date:** September 6, 2016

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### **Recommendation:**

It is recommended that the Town Council authorize the Town Manager to apply for, and if awarded, execute the Agreement with the Florida Department of Transportation for the Highway Beautification Council Grant in an amount of \$100,000 with a Town match of \$100,000. Match funds are available in CIP Reserves for Parks Capital Budget.

### **Background:**

The Beautification Master Plan was developed with the goal of the Town becoming the most uniformly beautiful municipality in South Florida with trees being a central focus of the Plan and its recommendations. The Town values its tree canopy and natural beauty. A solicitation is available from the Florida Department of Transportation (FDOT) Florida Highway Beautification Council (FHBC) Grant Program for projects to improve urban environments along highways in the State of Florida. This Grant will advance the Town's beautification strategy by assisting us in meeting our Beautification Master Plan goal to enhance tree canopy, provide shade, and create memorable landscape aesthetics. This funding opportunity is consistent with recommendations outlined in the Town's Strategic Plan and Tree Management Plan and meets the recommendation of increasing our tree canopy and planting new trees. The Town intends to apply for monies for a tree planting, landscaping, and hardscape project. The proposal must include a Resolution from the Town Council in support of the application.

The proposed grant project scope will include enhancing the landscaping around the NW 154 Street northbound and southbound exists and improving the hardscape median area underneath the Palmetto Expressway underpass and NW 154 Street. All landscape and trees

installed will be consistent with the Town's beautification plan for gateways. The median area under the underpass will be enhanced by adding red brick pavers consistent with the Town's streetscape improvements along NW 154 Street. If the Town Council approves the resolution, the Town will engage a landscape architect to develop the conceptual plans for the grant application. These plans will be shared with the Town Council once completed.

This year, \$1 million has been appropriated for the FHBC Grants and \$100,000 will be the maximum amount awarded to a municipality. A 50% local match requirement totaling \$100,000 is available in the CIP Reserves for Parks Capital Budget. The total project cost is not to exceed \$200,000.

### **Attachments:**

**Resolution**

**Grant Application**

**Resolution FDOT**

RESOLUTION NO. 16- \_

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, TO AUTHORIZE THE TOWN MANAGER TO APPLY FOR AND ACCEPT A HIGHWAY BEAUTIFICATION GRANT, AND ENTER INTO A HIGHWAY BEAUTIFICATION COUNCIL GRANT, LANDSCAPE CONSTRUCTION, AND MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE HIGHWAY BEAUTIFICATION AGREEMENT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; 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**, the Town of Miami Lakes beautifies and improves various rights-of-way by landscaping within the Town ; and

**WHEREAS**, funding is available from the Florida Department of Transportation Florida Highway Beautification Council Grant Program to improve urban environments; and

**WHEREAS**, the grant project amount is not to exceed \$200,000, with 50% of the grant project cost (the matching amount) not to exceed \$100,000; and

**WHEREAS**, the Town Council desires to authorize the Town Manager to apply for a Highway Beautification Council Grant from the Florida Department of Transportation, and if awarded, to accept the grant, and enter into a Highway Beautification Grant, Landscape Construction, and Maintenance Memorandum of Agreement between the Town and the Florida Department of Transportation, and to provide the necessary match required for the project, including design, implementation and maintenance costs.

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

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

**Section2. Apply for and Accept Grant.** The Town Council hereby authorizes the City Manager to apply for the Highway Beautification Council Grant from the Florida Department of Transportation, and if awarded, to accept the grant, and enter into a Highway Beautification Grant, Landscape Construction, and Maintenance Memorandum of Agreement with the Florida Department of Transportation.

**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 Highway Beautification Grant, Landscape Construction, and Maintenance Memorandum of Agreement.

**Section4. Authorization of Fund Expenditure.** The Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the Agreement.

**Section5. Execution of the Agreement.** The Town Manager is authorized to execute the Agreement with Florida Department of Transportation on behalf of the Town.

**Section6. Execution of Grant Application.** The City Clerk of is hereby directed to send copies of this Resolution to the Department of Transportation and such other persons as is directed by the Town Council of the Town of Miami Lakes.

**Section7. Effective Date.** This Resolution shall take effect immediately upon adoption.

**THIS SPACE INTENTIONALLY LEFT BLANK**

Passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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 Michael A. Pizzi, Jr.

Vice Mayor Tim Daubert

Councilmember Manny Cid

Councilmember Tony Lama

Councilmember Ceasar Mestre

Councilmember Frank Mingo

Councilmember Nelson Rodriguez

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Michael A. Pizzi, Jr.  
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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**FLORIDA HIGHWAY BEAUTIFICATION COUNCIL**  
**GRANT APPLICATION**

**GENERAL INSTRUCTIONS:** Statutory requirements for the Florida Highway Beautification Council Grant Program are found in [Section 339.2405, Florida Statutes](#). Within [Rule Chapter 14-40, Florida Administrative Code](#), are sections dealing with the grant application process, grant award process, and funding, construction, and maintenance of beautification projects. These documents and other helpful information can be reviewed on Florida's Highway Beautification Programs website, <http://www.dot.state.fl.us/projectmanagementoffice/highwaybeautification/>

When a decision is made to apply for a Florida Highway Beautification Council Grant, please immediately notify the District Highway Beautification Council Grant Coordinator (Grant Coordinator). A directory of Grant Coordinators is posted on the program website. The Grant Coordinator will provide guidance, and help ensure that no other Department projects are in conflict with the grant project. Grant applications for landscape projects in conflict with other Department projects will not be accepted.

Please complete all items in this application. This form includes a [three tab Excel spreadsheet](#) that can be found on the Florida Department of Transportation website. Attached sketches, photographs, conceptual plans, maps, narratives, and spreadsheets must be bound, and be no larger than 11 x 17 inches. Any pages larger than 8 ½ x 11 inches must be folded. Maximum number of pages for the application is 15; excluding plans, resolutions, and letters of support.

To be eligible for a grant, ten (10) paper copies and a digital copy of the completed application form and other project information included in supporting documents must be received by the Grant Coordinator by the end of business on **October 1**. Late or incomplete applications, or any addendums or changes will not be accepted. Please retain a file with at least one copy with original signatures of all submitted documents. Questions should be directed to the Grant Coordinator.

**ATTRIBUTES:** The Council will evaluate the application based on the following **attributes**:

1. **Aesthetic Value:** Describe how the project will enhance the beauty of the project location.
2. **Level of Local Support:** Describe how the community is making a meaningful investment in the project as evidenced by letters, local press coverage, local volunteer labor, local business participation, and level of match.
3. **Cost effectiveness:** Describe how the quality and cost of the materials and labor is an efficient use of grant funding.
4. **Feasibility of Installation and Maintenance:** Describe how the materials and methods of construction and maintenance (including water and irrigation) are compatible with roadway safety and operation, and document the ability and commitment of the maintaining agency.
5. **Environmental Benefits:** Describe how the project and proposed level of maintenance improve environmental conditions, such as preventing litter, minimizing erosion, reducing stormwater runoff, improving air and water quality, screening visual blight, conserving energy, conserving water, and sequestering carbon.
6. **Right Plant Right Place:** Describe how this project meets the requirements of [Florida Friendly Landscaping](#) as defined in Section [373.185, F.S.](#) and required in Section [335.167, F.S.](#)
7. **Emphasis on Low Maintenance and Water Conservation:** Describe how the plants will grow strong and live long without extraordinary care.
8. **Waste Reduction:** Describe how the project utilizes recycled, reused, and reclaimed materials to the greatest extent feasible.
9. **Forethought and Planning:** Describe how the project contributes to a documented area wide or regional beautification plan.
10. **Value to the Community:** Describe how the grant will make a meaningful difference aesthetically, economically, and to quality of life in the community.

**PROJECT INFORMATION:** Provide with the following supporting documents.

- Location map
- Photographs of existing conditions
- One page written project narrative
- Written or graphic conceptual plan (in accordance with Rule Chapter 14-40, F.A.C.)
- One paragraph description of each evaluation attribute
- Photographs or sketches of examples of proposed improvements
- Estimated project budget (complete all three tabs on the accompanying Excel spreadsheet)
- Anticipated maintenance activities and schedule
- Anticipated means of providing supplemental water
- Anticipated project schedule
- Required resolution(s)

**THIS PAGE OF THE APPLICATION FORM IS FOR INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE SUBMITTED.**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**FLORIDA HIGHWAY BEAUTIFICATION COUNCIL**  
**GRANT APPLICATION**

**APPLICANT INFORMATION:**

Applicant Name (Local Government Entity as defined in Section 11.45, F.S. or a local highway beautification council as established in accordance with Section 339.2405(9), F.S.): \_\_\_\_\_

Federal Employer Identification (FEI) Number of Applicant: \_\_\_\_\_

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

Position or Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Participating Organization(s): \_\_\_\_\_

This application is for a grant in current fiscal year: (e.g., 2014-2015) \_\_\_\_\_

**PROJECT SUMMARY:**

County: \_\_\_\_\_ City: \_\_\_\_\_

U.S./S.R.#: \_\_\_\_\_ Local Name: \_\_\_\_\_

Length of Project: \_\_\_\_\_ (Miles or Feet)

From: \_\_\_\_\_  
(Must indicate mileposts and visible landmarks, i.e. intersections)

To: \_\_\_\_\_  
(Must indicate mileposts and visible landmarks, i.e. intersections)

**GRANT SUMMARY (based on Tab 1 of accompanying spreadsheet):**

Amount requested: \$ \_\_\_\_\_

Applicant's match: \$ \_\_\_\_\_

Estimated Total Project Cost: \$ \_\_\_\_\_



**APPLICANT ASSURANCES:** The person preparing this Application should initial each of the following to indicate that the Application is complete.

\_\_\_\_\_ All existing agreements between applicant and Department are in good standing.

\_\_\_\_\_ **Resolution:** The applicant's governing body (local government entity, as defined in Section 11.45, F.S.) must have passed a resolution or resolutions approving the grant application and authorizing the individual who signs the grant application for the applicant to execute agreements and documents associated with the grant and maintenance of the landscape project. A copy of such resolution or resolutions must be included with the application.

\_\_\_\_\_ The Application is being transmitted to **the District Highway Beautification Council Grant Coordinator** having jurisdiction of the state highway on which the beautification project is proposed.

\_\_\_\_\_ All **Project Information** listed on page one of the application is attached to this form.

\_\_\_\_\_ The Project will meet all the **Department of Transportation requirements** pursuant to Rule 14-40.003.

\_\_\_\_\_ The local governing body understands the **attributes** (listed in the last section of this form) to be used by the Florida Highway Beautification Council to prioritize all projects, and has addressed each attribute to the maximum extent possible.

\_\_\_\_\_ The Application, not including plans, resolutions and letters of support, is 15 pages or less.

**PREVIOUS GRANTS:** During the past ten (10) years, in what years has the Applicant received a grant from the Florida Highway Beautification Council? \_\_\_\_\_

**The undersigned hereby certifies that all requirements of the grant program are understood, and that all information provided with this grant application is true and correct, and represents the desires of the local government entity where the project will be installed.**

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

Position/Title: \_\_\_\_\_

**END OF APPLICANT SECTION**



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**FLORIDA HIGHWAY BEAUTIFICATION COUNCIL**  
**GRANT APPLICATION**

**THIS SECTION TO BE COMPLETED BY FDOT DISTRICT HIGHWAY BEAUTIFICATION COUNCIL GRANT COORDINATOR.**

Is the applicant a local government entity, as defined in Section 11.45, F.S., or a local highway beautification council established in accordance with Section 339.2405(9), F.S.?

Yes \_\_\_\_\_ No \_\_\_\_\_

If Grants have been received during the past ten (10) years, are the projects being satisfactorily maintained according to the terms of agreements?

Yes \_\_\_\_\_ No \_\_\_\_\_

Comments:

As District Highway Beautification Council Grant Coordinator I certify that the application was received from an eligible applicant on or before the **October 1 application deadline**, and to the best of my knowledge, the application meets all of the requirements of Rule 14-40.020, Florida Administrative Code.

\_\_\_\_\_  
Signature of Grant Coordinator

\_\_\_\_\_  
Date

Within ten (10) working days after October 1, the Grant Coordinator shall send eight copies of the complete application to:

State Transportation Landscape Architect  
Florida Department of Transportation  
605 Suwannee Street, MS 40  
Tallahassee, FL 32399

# FLORIDA HIGHWAY BEAUTIFICATION COUNCIL GRANT APPLICATION

<b>Applicant Name:</b>		
<b>Estimated Grant and Matching Costs</b>		
<p>The grant request shall identify and estimate <i>all</i> costs associated with the project. A grant may provide for the costs of purchase and installation of a sprinkler/irrigation system (this may be any method proposed to transport/deliver water to the plants), the cost of plant materials, and may provide for the costs for labor associated with the installation of the plantings. The cost of the water is <u>not</u> an eligible grant cost. Portions of the Estimated Costs for Plants and Labor to Install (Tab 2) may be allocated to grant costs and matching costs. The combined grant and matching costs for Plants and Labor to Install must equal the Total on Tab 2.</p>		
<b>Summary of Eligible Grant Project Costs</b> (Amount being requested to be paid for with the Grant)	<b>Estimated \$</b>	
Sprinkler/irrigation system (lump sum)	\$1	
Plants (Refer to Tab 2- Plants and Labor to Install and Establish)	\$0	
<b>Estimated TOTAL Eligible Grant Costs</b>	<b>\$1</b>	
<b>Summary of Applicant Matching Project Costs</b> (Amount being invested by Local Government; excluding maintenance post establishment.)	<b>Estimated \$</b>	<b>Percent of Total project Costs</b>
Design Fee (Max 10% Total Project Cost) - Max is \$0.2	\$1	50.00%
Plants (Refer to Tab 2- Plants and Labor to Install)	\$0	
Water	\$0	
Establishment Period - One Year (Max 12% of Total Project Cost) - Max is \$0.24	\$0	
Hardscape and Street Furnishings (Max 10% Total Project Cost) - Max is \$0.2	\$0	
Maintenance of Traffic	\$0	
Other (identify)	\$0	
Other (identify)	\$0	
	\$0	
	\$0	
	\$0	
<b>Estimated Total Applicant Matching Costs</b>	<b>\$1</b>	
<b>Estimated Total Project Cost</b>	<b>\$2</b>	
<b>Matching Costs as Percent of Total Project Cost</b>		<b>50%</b>



**FLORIDA HIGHWAY BEAUTIFICATION COUNCIL****GRANT APPLICATION****Estimated Annual Maintenance Costs**

This information is requested primarily for use by the applicant. The Florida Highway Beautification Council will review the data in relation to the project conceptual plans in order to recommend funding for low maintenance and water conserving projects.

Maintenance Activity	Estimated \$ DURING One (1) Year Establishment Period	Estimated \$ for Routine Maintenance FOLLOWING One (1) Year Establishment Period
Water supply/source	\$0	\$0
Water delivery to plants	\$0	\$0
Mowing/Edging	\$0	\$0
Weeding	\$0	\$0
Fertilizing	\$0	\$0
Pruning and Trimming	\$0	\$0
Mulch	\$0	\$0
Maintenance of Traffic	\$0	\$0
Other	\$0	\$0
Estimated Total Establishment and Annual Maintenance costs	\$0	\$0

**Notes**

Applicant may provide any information to explain establishment and maintenance activities

RESOLUTION NO. 16- \_

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, TO AUTHORIZE THE TOWN MANAGER TO APPLY FOR AND ACCEPT A HIGHWAY BEAUTIFICATION GRANT, AND ENTER INTO A HIGHWAY BEAUTIFICATION COUNCIL GRANT, LANDSCAPE CONSTRUCTION, AND MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE HIGHWAY BEAUTIFICATION AGREEMENT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; 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**, the Town of Miami Lakes beautifies and improves various rights-of-way by landscaping within the Town ; and

**WHEREAS**, funding is available from the Florida Department of Transportation Florida Highway Beautification Council Grant Program to improve urban environments; and

**WHEREAS**, the grant project amount is not to exceed \$200,000, with 50% of the grant project cost (the matching amount) not to exceed \$100,000; and

**WHEREAS**, the Town Council desires to authorize the Town Manager to apply for a Highway Beautification Council Grant from the Florida Department of Transportation, and if awarded, to accept the grant, and enter into a Highway Beautification Grant, Landscape Construction, and Maintenance Memorandum of Agreement between the Town and the Florida Department of Transportation, and to provide the necessary match required for the project, including design, implementation and maintenance costs.



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

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

**Section2. Apply for and Accept Grant.** The Town Council hereby authorizes the Town Manager to apply for the Highway Beautification Council Grant from the Florida Department of Transportation, and if awarded, to accept the grant, and enter into a Highway Beautification Grant, Landscape Construction, and Maintenance Memorandum of Agreement with the Florida Department of Transportation.

**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 Highway Beautification Grant, Landscape Construction, and Maintenance Memorandum of Agreement.

**Section4. Authorization of Fund Expenditure.** The Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the Agreement.

**Section5. Execution of the Agreement.** The Town Manager is authorized to execute the Agreement with Florida Department of Transportation on behalf of the Town.

**Section6. Execution of Grant Application.** The Town Clerk of is hereby directed to send copies of this Resolution to the Department of Transportation and such other persons as is directed by the Town Council of the Town of Miami Lakes.

**Section7. Effective Date.** This Resolution shall take effect immediately upon adoption.

**THIS SPACE INTENTIONALLY LEFT BLANK**

Passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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 Michael A. Pizzi, Jr. \_\_\_\_\_

Vice-Mayor Tim Daubert \_\_\_\_\_

Councilmember Manny Cid \_\_\_\_\_

Councilmember Tony Lama \_\_\_\_\_

Councilmember Ceasar Mestre \_\_\_\_\_

Councilmember Frank Mingo \_\_\_\_\_

Councilmember Nelson Rodriguez \_\_\_\_\_

\_\_\_\_\_  
Michael A. Pizzi, Jr.  
MAYOR

Attest:

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

Approved as to form and legal sufficiency:

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



## **Town of Miami Lakes Memorandum**

---

**To:                   Honorable Mayor and Town Council**

**From:               Alex Rey, Town Manager**

**Subject:           Declaration of Principles of Inclusion**

**Date:               September 6, 2016**

---

### **Recommendation:**

It is recommended that the Town Council approve the attached resolution adopting and declaring principles of inclusion for individuals with autism and other special needs and urging action by National, State, and Local governments, businesses, and residential communities consistent with these principles.

### **Background:**

In the June 2016 meeting, Councilmember Manny Cid brought forth a new business item requesting that the Town adopt a resolution declaring principals of inclusion for individuals with autism and special needs for all Town programs and activities. The resolution would be modeled by the one adopted in April by the City of Coral Gables (Attachment A). The Town Council unanimously supported the resolution and directed the Town Manager to prepare a similar resolution for approval.

Since its incorporation, the Town has been and continues to be committed to the overall principle of inclusion, which is an attitude, an approach, and a mindset. The Town also welcomes and facilitates participation by those with disabilities and special needs, and encourages accommodations beyond those required by law.

The Town's commitment is demonstrated in a number of ways, including a partnership with UM- NSU CARD (Center for Autism and Related Disabilities) to provide training and awareness for coaches and instructors in our athletic and recreation programs. All programs including those provided by the Miami Lakes Optimist Club and Soccer Club and partners such as the YMCA and PEAR have a commitment to inclusion allowing participants of all

abilities to participate. In addition, the Town continues to seek partnerships and programs that are fully inclusive.

This resolution emphasizes the tremendous importance of including children and adults with special needs in a welcoming manner in all aspects of daily life, reaffirms the Town's strong commitment to these principles, and urges action by governments, businesses, educational institutions, residential communities, and other entities consistent with and in support of inclusion.

**Attachments:**

**Resolution on Principles of Inclusion**

**RESOLUTION NO. 16-\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF MIAMI LAKES, FLORIDA, DECLARING PRINCIPLES OF INCLUSION FOR INDIVIDUALS WITH AUTISM AND OTHER SPECIAL NEEDS AND URGING ACTION BY NATIONAL STATE AND LOCAL GOVERNMENTS BUSINESSES, AND RESIDENTIAL COMMUNITIES CONSISTENT WITH THESE PRINCIPLES**

**WHEREAS**, approximately 1 in 68 children have an autism spectrum disorder according to a recent report from the Centers for Disease Control and Prevention, and approximately 1 in 5 individuals have a disability according to the 2010 U.S. Census; and

**WHEREAS**, the United States of America is a signatory of the United Nations Convention on the Rights of Persons with Disabilities (“Convention”), which supports inclusion and accommodation of children and adults with special needs and disabilities; and

**WHEREAS**, the Convention has identified the following core principles of inclusion:

- a. Respect for inherent dignity, individual autonomy including the freedom to make one’s own choices, and independence of persons;
- b. Non-discrimination;
- c. Full and effective participation and inclusion in society;
- d. Respect for differences and acceptance of persons with disabilities as part of human diversity and humanity;
- e. Equality of opportunity;
- f. Accessibility;
- g. Equality between men and women;
- h. Respect for the evolving capacities of children with disabilities and respect for the right of children with disabilities to preserve their identities; and

**WHEREAS**, the Town is committed to the principle of inclusion as demonstrated through its collaboration with UM-NSU CARD (Center for Autism and Related Disabilities) to provide awareness for coaches and instructors in our athletic and recreation programs, Miami Lakes Optimist Club, Soccer Programs, YMCA and PEAR which are all committed to inclusion allowing participants of all abilities to participate, and facilitates programs for parents such as Bob Graham K-8 Monthly Parent Support meetings and residential groups such as Hope for Autism ; and

**WHEREAS**, the Town continues to seek partnerships and programs that fully inclusive, in order to assist children and adults with special needs in a welcoming manner in all aspects of daily life and urges action by government, businesses, educational institutions, residential communities and other entities consistent with and in support of inclusion.

**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.**     **Expression of Commitment to Principle of Inclusion.** The Town expresses its commitment to these principles of inclusion to extend to all children and adults with special needs and disabilities in all aspects of governance and services.

**Section 3.**     **Urging all residents, businesses, educational institutions to uphold these principles.** The Town urges all businesses, education institutions, residential communities, to adopt policies that support the principle of inclusion.

**Section 4. Urging all universities and other places of learning to prioritize programs of inclusion.** The Town urges universities and other places of learning to prioritize programs supporting inclusion of individuals with special needs and disabilities,

**Section 5. Urging national, state and local governments to express their commitment to the principle of inclusion.** The Town urges national, state and local governments to express their commitment to the principle of inclusion, and to expand their services to children and adults with special needs and disabilities.

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

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



**PASSED AND ADOPTED** this 6th day of September, 2016.

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

FINAL VOTE AT ADOPTION

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

\_\_\_\_\_  
Michael A. Pizzi, Jr.  
MAYOR

Attest:

Approve as to Form and Legal Sufficiency

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

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



## **Town of Miami Lakes Memorandum**

---

**To:** Honorable Mayor and Councilmembers

**From:** Councilmember Manny Cid

**Subject:** Miami Lakes Mosquito Prevention

**Date:** September 6, 2016

---

### **Recommendation:**

At our last council meeting we instructed staff to work with Miami-Dade County to spray for mosquitoes in Miami Lakes. This is a great start but I think we should take it a step further.

I would like to direct staff to organize community inspections by CERT, HOA's, or community groups, of potential mosquito breeding grounds. Staff should document these sites, contact the property owners, and forward all pertinent information to Miami Dade County. Unfortunately, the Zika virus has spread to other areas around our County and I would like to work with my colleagues to protect our residents.

Fiscal Impact: Small



## **Town of Miami Lakes Memorandum**

---

**To:** Honorable Mayor and Councilmembers

**From:** Councilmember Nelson Rodriguez

**Subject:** Hope for Heroes

**Date:** September 6, 2016

---

### **Recommendation:**

I would like to discuss with my colleagues about a serious matter regarding Fire Fighters' health. I would like to get Council support to urge our state legislatures and senators to take action supporting cancer presumption. At this time, 33% of Miami-Dade Fire Fighters have been diagnosed by some type of cancer. Some of the common denominators fire fighters are being diagnosed with are brain, throat, lung, and testicular cancer.

Fiscal Impact: Large (To the residents, not to the Town)

### **Attachments:**

**Cancer Statistics**

**City Council Support for Firefighters**

**International Association of Fire Chiefs Resolution**

**Table VII: Estimated power for the artificial cohort assembled from the fire departments in Table VI**

Underlying cause of death	Expected number of deaths	SMR detectable with specified power <sup>b</sup> 80%	SMR detectable with specified power <sup>b</sup> 90%	Range of Elevated Risk Estimates among Firefighters Reported in Meta-Analyses <sup>c</sup>
All cancers	1,920	1.06	1.07	5% -9%
Cancer of prostate	190	1.20	1.23	27% - 28%
Cancer of the brain and other parts of the nervous system	44	1.42	1.50	20% - 43%
Non-Hodgkin's lymphoma	65	1.35	1.41	36% - 51%
Leukemia	71	1.33	1.39	12% - 30%
Multiple myeloma	31	1.52	1.62	50% - 51%

<sup>a</sup> Assuming a 5% type I error rate

<sup>b</sup> Table entry is the minimum detectable SMR assuming a 5% type I error rate and the specified power

<sup>c</sup> Reported in meta analyses conducted by Lemasters et al., 2006; Howe and Burch 1990; Samet et al., 2005 and by IARC, 2007

## AGENDA REQUEST

**FOR: COUNCIL MEETING OF May 6, 2014**

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**FROM:**  
**CITY COUNCIL MEMBER Alan Long**

---

**ORDINANCE OR RESOLUTION TITLE AND SUBJECT:**

A RESOLUTION TO EXPRESS THE CITY COUNCIL'S SUPPORT OF A LEGISLATIVE ENACTMENT TO CREATE A PRESUMPTION THAT FIREFIGHTERS WHO DEVELOP CERTAIN FORMS OF CANCER DEVELOPED THOSE CANCERS THROUGH THEIR WORK AS FIREFIGHTERS

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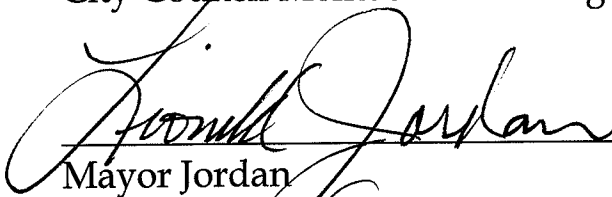
**APPROVED FOR AGENDA:**

---


City Council Member Alan Long

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Date

  
Mayor Jordan

4/22/14  
Date

  
City Attorney Kit Williams  
(as to form)

4-21-14  
Date



**Williams, Kit**

---

**From:** Long Ward 4 <longward4@gmail.com>  
**Sent:** Thursday, April 17, 2014 12:06 PM  
**To:** Williams, Kit  
**Subject:** Fwd: Draft Legislation  
**Attachments:** HB2253.pdf; ATT00001.htm; draft1-2013.pdf; ATT00002.htm

Here is the draft legislation from Greg Ledding. It is going to be changed some but we could get a more general resolution together.

Alan T Long  
City of Fayetteville, AR  
City Council, Alderman- Ward 4  
[ward4\\_pos2@fayetteville-ar.gov](mailto:ward4_pos2@fayetteville-ar.gov)

Begin forwarded message:

**From:** Greg <[greg@gregleding.com](mailto:greg@gregleding.com)>  
**Date:** April 17, 2014 at 7:57:35 AM CDT  
**To:** Alan Long  
**Subject:** Draft Legislation

Alan,

I've attached two bills, one of which is just a shell bill. We had difficulty getting the language right, and so I filed a shell bill prior to the filing deadline to make sure we had something in place. We've shifted strategy since these were drafted. Wade Marshall, the firefighter with whom I worked on this and other legislation, has contacted the Bureau of Legislative Research at my request to begin having new legislation drafted that better reflects our current strategy. As soon as we get a draft, I'll send it to you. Hopefully it won't take long.

Thank you, Alan.

g

1 State of Arkansas

2 89th General Assembly

3 Regular Session, 2013

# A Bill

HOUSE BILL 2253

4  
5 By: Representative Leding

## For An Act To Be Entitled

8 AN ACT TO CREATE A PRESUMPTION THAT FIREFIGHTERS WHO  
9 DEVELOP CERTAIN FORMS OF CANCER DEVELOPED THOSE  
10 CANCERS THROUGH THEIR WORK AS FIREFIGHTERS; AND FOR  
11 OTHER PURPOSES.

## Subtitle

12  
13  
14  
15 TO CREATE A PRESUMPTION THAT FIREFIGHTERS  
16 WHO DEVELOP CERTAIN FORMS OF CANCER  
17 DEVELOPED THOSE CANCERS THROUGH THEIR  
18 WORK AS FIREFIGHTERS.

19  
20  
21 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:

22  
23 SECTION 1. The purpose of this act is to create a presumption that  
24 firefighters who develop certain forms of cancer developed those cancers  
25 through their work as firefighters.





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

A RESOLUTION TO EXPRESS THE CITY COUNCIL'S SUPPORT OF A LEGISLATIVE ENACTMENT TO CREATE A PRESUMPTION THAT FIREFIGHTERS WHO DEVELOP CERTAIN FORMS OF CANCER DEVELOPED THOSE CANCERS THROUGH THEIR WORK AS FIREFIGHTERS

**WHEREAS**, the International Agency for Research on Cancer has determined that some cancers may be caused by exposure to heat, smoke, radiation or a known or suspected carcinogen; and

**WHEREAS**, if a firefighter has regularly responded to fires, the firefighter has likely been exposed to heat, smoke, or other cause studied by the International Agency for Research on Cancer.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:**

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby expresses its support of a legislative enactment to create a presumption that firefighters who develop certain forms of cancer developed those cancers through their work as firefighters.

**PASSED and APPROVED** this 6<sup>th</sup> day of May, 2014.

APPROVED:

ATTEST:

By: \_\_\_\_\_  
**LIONELD JORDAN**, Mayor

By: \_\_\_\_\_  
**SONDRA E. SMITH**, City Clerk/Treasurer



# INTERNATIONAL ASSOCIATION OF FIRE CHIEFS

## Resolution 2013-2\*

**Resolution Title:** Cancer Presumption Legislation  
**Resolution Description:** Support of cancer presumption legislation for firefighters  
**Submitted by:** Safety, Health & Survival Section  
**Contact Person:** Chief Matthew Tobia  
**Phone number:** (410) 451-4698

**WHEREAS**, members of the career and volunteer fire service spend significant amounts of time exposed to combustion of known and unknown carcinogenic products that may lead to cancer-causing exposures; and,

**WHEREAS**, many types of cancers in members of the fire service have been shown to be work-related, and

**WHEREAS**, the career and volunteer fire service should receive assistance from their local, state, tribal, provincial, territorial and federal governments in the event of a cancer diagnosis, and

**WHEREAS**, career and volunteer firefighters should be provided with necessary care in the event of a cancer diagnosis,

**NOW THEREFORE, BE IT RESOLVED**, that the IAFC supports cancer presumption legislation which will improve the overall safety, health and survival of members of the fire service, particularly fire chiefs and other chief officers who entered the fire service during a period in the past when the use of self-contained breathing apparatus was not emphasized; and

**BE IT FURTHER RESOLVED**, that the IAFC and fire chiefs work collaboratively with other appointed and elected officials, labor organizations and other parties to define the scope of these types of legislative actions, given the devastating effects that cancer has had and continues to have on members of the fire service.

### **FINANCIAL IMPACT STATEMENT: Staff Time**

(IAFC Office Use Only)

Recommendations:

IAFC CBR: Support  
IAFC Board of Directors:

Action:

IAFC Membership:  
Date:  
Location: Chicago, Illinois

Future Action:  
Expiration Date:

Review for Sunset in 3 Years  
August 2016

**\*formerly Resolution 2010-2**



## **Town of Miami Lakes Memorandum**

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**To:                   Honorable Vice-Mayor and Councilmembers**

**From:               Mayor Michael Pizzi**

**Subject:           Child Protection Act**

**Date:               September 6, 2016**

---

### **Recommendation:**

I propose the following omnibus legislation directed toward child safety: With so many demented and dangerous individuals on the prowl, it is recommended that the following measures be adopted to strengthen protection for our children:

- Regarding our local law to prevent sexual offenders from living near parks and schools, the definition section of Ordinance No. 05-71 be modified to make clear that “park” would be defined as including all neighborhood pocket parks as well as beach parks. In addition, that language that defines the term “day care” to include any child care facility whether it is bible school, summer day camps or any licensed day care facility regardless of the number of students. The goal is to maximize the protection we provide from sexual predators.
- The residency prohibition of “2500 feet” under ordinance No. 05-71 be expanded to 3,000 feet.
- That we consider measures to protect children using our tot lots and parks from oncoming traffic. We currently do not have fencing or barriers around parks in close proximity to heavy traffic roadways.
- That we take a more proactive approach in lowering speed limit in the blocks approaching our public schools consistent with prior legislation.

Fiscal Impact: TBD



## **Town of Miami Lakes Memorandum**

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**To:**           **Honorable Mayor and Councilmembers**

**From:**       **Councilmember Manny Cid**

**Subject:**     **Miami Lakes Neighborhood Mediation**

**Date:**       **September 6, 2016**

---

### **Recommendation:**

It has come to my attention that many of our code enforcement cases can be mediated before they become a larger problem between neighbors. In an effort to save taxpayers dollars on enforcement cases initiated out of personal issues between neighbors, I would like to direct the manager to study creating a Neighborhood Mediation Service to try to resolve their problems.

I do believe that this is another positive tool that can be utilized by our code compliance team to keep Miami Lakes growing beautifully.

Fiscal Impact: Small



## **Town of Miami Lakes Memorandum**

---

**To: Honorable Vice Mayor and Councilmembers**

**From: Honorable Mayor Pizzi**

**Subject: Fairness in Homeowner Protection**

**Date: September 6, 2016**

---

### **Recommendation:**

It is imperative that we always enforce the code uniformly and fairly to protect property values. But, in order to be fair to the homeowner, we should have a strong policy on grandfathering or providing amnesty to owners who have NEVER committed a violation or reside in a dwelling that hasn't changed since it was built.

A prime example is in the West Lake neighborhood as hundreds of homes were built with cement that may be greater than allowed under our code. However, hundreds of homes are in the same condition when they were built, have received no complaints and the homeowner has no violation other than merely living on property in the exact condition as it was permitted to be built.

Homeowners are at the whim of any resident filing a complaint that their property violates that code, which leads to arbitrary enforcement.

We should consider legislation grandfathering or protecting homeowners that have done NOTHING to violate code since their home was built more than 25 years ago

Fiscal Impact: Large



## **Town of Miami Lakes Memorandum**

---

**To:** Honorable Vice Mayor and Councilmembers

**From:** Honorable Mayor Pizzi

**Subject:** Senior Assistance

**Date:** September 6, 2016

---

### **Recommendation:**

I believe that we should pass a Resolution supporting Amendment Five to provide great tax relief to senior citizens and prevent them from losing their tax relief and also be proactive in insuring that our seniors are aware of and receive the existing senior tax exemptions.

Fiscal Impact: Large

### **Attachments:**

**No. 5 Constitutional Amendment Art. 7, Sect. 6**

**Florida Property Tax Exemptions for Senior Citizens Amendment 5 (2016)**



**NO.5**  
**CONSTITUTIONAL AMENDMENT**  
**ARTICLE VII, SECTION 6**  
**ARTICLE XII**  
**(LEGISLATIVE)**

**Ballot Title:**

Homestead Tax Exemption for Certain Senior, Low-Income, Long-Term Residents; Determination of Just Value

**Ballot Summary:**

Proposing an amendment to the State Constitution to revise the homestead tax exemption that may be granted by counties or municipalities for property with just value less than \$250,000 owned by certain senior, low-income, long-term residents to specify that just value is determined in the first tax year the owner applies and is eligible for the exemption. The amendment takes effect January 1, 2017, and applies retroactively to exemptions granted before January 1, 2017.

**Full Text:**

ARTICLE VII  
FINANCE AND TAXATION

SECTION 6. Homestead exemptions.—

(a) Every person who has the legal or equitable title to real estate and maintains thereon the permanent residence of the owner, or another legally or naturally dependent upon the owner, shall be exempt from taxation thereon, except assessments for special benefits, up to the assessed valuation of twenty-five thousand dollars and, for all levies other than school district levies, on the assessed valuation greater than fifty thousand dollars and up to seventy-five thousand dollars, upon establishment of right thereto in the manner prescribed by law. The real estate may be held by legal or equitable title, by the entireties, jointly, in common, as a condominium, or indirectly by stock ownership

or membership representing the owner's or member's proprietary interest in a corporation owning a fee or a leasehold initially in excess of ninety-eight years. The exemption shall not apply with respect to any assessment roll until such roll is first determined to be in compliance with the provisions of section 4 by a state agency designated by general law. This exemption is repealed on the effective date of any amendment to this Article which provides for the assessment of homestead property at less than just value.

(b) Not more than one exemption shall be allowed any individual or family unit or with respect to any residential unit. No exemption shall exceed the value of the real estate assessable to the owner or, in case of ownership through stock or membership in a corporation, the value of the proportion which the interest in the corporation bears to the assessed value of the property.

(c) By general law and subject to conditions specified therein, the Legislature may provide to renters, who are permanent residents, ad valorem tax relief on all ad valorem tax levies. Such ad valorem tax relief shall be in the form and amount established by general law.

(d) The legislature may, by general law, allow counties or municipalities, for the purpose of their respective tax levies and subject to the provisions of general law, to grant either or both of the following additional homestead tax exemptions:

(1) An exemption not exceeding fifty thousand dollars to a ~~any~~ person who has the legal or equitable title to real estate and maintains thereon the permanent residence of the owner, ~~and~~ who has attained age sixty-five, and whose household income, as defined by general law, does not exceed twenty thousand dollars; or

(2) An exemption equal to the assessed value of the property to a ~~any~~ person who has the legal or equitable title to real estate with a just value less than two hundred and fifty thousand dollars, as determined in the first tax year that the owner applies and is eligible for the exemption, and who has maintained thereon the permanent residence of the owner for not less than twenty-five years, ~~and~~ who has attained

age sixty-five, and whose household income does not exceed the income limitation prescribed in paragraph (1).

The general law must allow counties and municipalities to grant these additional exemptions, within the limits prescribed in this subsection, by ordinance adopted in the manner prescribed by general law, and must provide for the periodic adjustment of the income limitation prescribed in this subsection for changes in the cost of living.

(e) Each veteran who is age 65 or older who is partially or totally permanently disabled shall receive a discount from the amount of the ad valorem tax otherwise owed on homestead property the veteran owns and resides in if the disability was combat related and the veteran was honorably discharged upon separation from military service. The discount shall be in a percentage equal to the percentage of the veteran's permanent, service-connected disability as determined by the United States Department of Veterans Affairs. To qualify for the discount granted by this subsection, an applicant must submit to the county property appraiser, by March 1, an official letter from the United States Department of Veterans Affairs stating the percentage of the veteran's service-connected disability and such evidence that reasonably identifies the disability as combat related and a copy of the veteran's honorable discharge. If the property appraiser denies the request for a discount, the appraiser must notify the applicant in writing of the reasons for the denial, and the veteran may reapply. The Legislature may, by general law, waive the annual application requirement in subsequent years. This subsection is self-executing and does not require implementing legislation.

(f) By general law and subject to conditions and limitations specified therein, the Legislature may provide ad valorem tax relief equal to the total amount or a portion of the ad valorem tax otherwise owed on homestead property to the:

(1) Surviving spouse of a veteran who died from service-connected causes while on active duty as a member of the United States Armed Forces.

- (2) Surviving spouse of a first responder who died in the line of duty.
- (3) As used in this subsection and as further defined by general law, the term:
- a. "First responder" means a law enforcement officer, a correctional officer, a firefighter, an emergency medical technician, or a paramedic.
  - b. "In the line of duty" means arising out of and in the actual performance of duty required by employment as a first responder.

## ARTICLE XII SCHEDULE

Additional ad valorem exemption for persons age sixty-five or older.— This section and the amendment to Section 6 of Article VII revising the just value determination for the additional ad valorem tax exemption for persons age sixty-five or older shall take effect January 1, 2017, following approval by the electors, and shall operate retroactively to January 1, 2013, for any person who received the exemption under paragraph (2) of Section 6(d) of Article VII before January 1, 2017.

Want to receive email updates from Ballotpedia?

Name

Email Address

S

## Florida Property Tax Exemptions for Senior Citizens, Amendment 5 (2016)

The **Florida Property Tax Exemptions for Senior Citizens Amendment**, also known as **Amendment 5**, is on the November 8, 2016, ballot in Florida as a legislatively referred constitutional amendment.<sup>[1]</sup>

A vote **"for"** Amendment 5 is a vote in favor of providing eligible senior citizens with property tax breaks by allowing home values to remain fixed after application for the exemption.

A vote **"against"** Amendment 5 is a vote against providing senior citizens with this tax exemption.

For a constitutional amendment to be enacted in Florida, it must win a supermajority vote of 60 percent of those voting on the question, according to Section 5 of Article XI. This requirement was established via Amendment 3 in 2006.

Florida Property  
Tax Exemptions  
for Senior  
Citizens,  
Amendment 5



### Election date

November 8, 2016

### Topic

Taxes

### Status

On the ballot

### Type

Constitutional

### Origin

State  
amendment legislature

## Overview

### What would this measure do?

Amendment 5 would provide the tax break for homes valued at less than \$250,000 owned by individuals over the age of 65 who have lived in the home for at least 25 years. The exemptions would also be available to permanently disabled veterans aged 65 or older and surviving spouses of veterans or first responders who died in the line of duty. Seniors would be able to keep their tax exemption even if their home value exceeded \$250,000 in the future.<sup>[2][3][4][5]</sup>

## Text of measure

### Ballot title

The ballot title is:<sup>[6]</sup>

“ HOMESTEAD TAX EXEMPTION FOR CERTAIN SENIOR, LOW-INCOME, LONG-TERM RESIDENTS; DETERMINATION OF JUST VALUE.”<sup>[7]</sup>

### Ballot summary

The ballot summary is:<sup>[6]</sup>

“ Proposing an amendment to the State Constitution to revise the homestead tax exemption that may be granted by counties or municipalities for property with just value less than \$250,000 owned by certain senior, low-income, long-term residents to specify that just value is determined in the first tax year the owner applies and is eligible for the exemption. The amendment takes effect January 1, 2017, and applies retroactively to exemptions granted before January 1, 2017.”<sup>[7]</sup>

### Full text

The full text can be read here (<http://www.flsenate.gov/Session/Bill/2016/0275/BillText/er/PDF>).

## Support

The bill was sponsored by Rep. Bryan Avila (R-111).<sup>[2]</sup>

## Opposition

### 2016 measures



### August 30

Amendment 4

### November 8

Amendment 1

Amendment 2

Amendment 3

Amendment 5

### Campaign

finance

Polls



Want to receive email updates from Ballotpedia?




As of August 12, 2016, there were no political action committees registered in support or opposition of Amendment 5.


## Path to the ballot

*See also: Amending the Florida Constitution*

Amendment 5 was introduced in the Florida House of Representatives on October 1, 2015. It passed the House unanimously on February 11, 2016, and the Senate unanimously on March 9, 2016.<sup>[2]</sup>


### House vote

February 11, 2016

Amendment 5		
Result	Votes	Percentage
 <b>Yes</b>	<b>113</b>	<b>100%</b>
No	0	0%

### Senate vote

March 9, 2016

Amendment 5		
Result	Votes	Percentage
 <b>Yes</b>	<b>39</b>	<b>100%</b>
No	0	0%

**Total campaign cash<sup>[10]</sup>**

as of August 12, 2016<sup>[11]</sup>



**Support:**

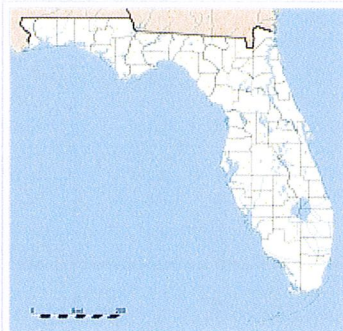
\$0



**Opposition:**

\$0

## State profile



Florida's population in 2014 was 19,893,297.

Florida's population in 2014 was 19,893,297, according to the United States Census Bureau. This estimate represented a 5.8 percent increase from the bureau's 2010 estimate. The state's population per square mile was 350.6 in 2010, exceeding the national average of 87.4.

Florida experienced a 3 percent increase in total employment from 2011 to 2012, exceeding the 2.2 percent increase at the national level during the same period.<sup>[12]</sup>

### Demographics

Florida fell below the national average for residents who attained at least bachelor's degrees, according to data from 2009 to 2013. The United States Census Bureau found that 26.4 percent of Florida residents aged 25 years and older attained bachelor's degrees, compared to 28.8 percent at the national level.

The median household income in Florida was \$46,956 between 2009 and 2013, compared to a \$59,836 national median income. Census information showed a 17 percent poverty rate in Florida during the study period, compared to a 14.5 percent national poverty rate.<sup>[12]</sup> **To expand the boxes below, click [show] on the right side of each box.**

Racial Demographics, 2013<sup>[12]</sup>[\[show\]](#)

Presidential Voting Pattern, 2000-2012<sup>[13]</sup>[\[14\]](#)[\[show\]](#)

*Note: Each column will add up to 100 percent after removing the "Hispanic or Latino" percentage, although rounding by the Census Bureau may make the total one- or two tenths off. Read more about race and ethnicity in the Census here.*<sup>[15]</sup>

## Related measures

*See also: Taxes on the ballot*

Taxes measures on the ballot in 2016	
State	Measures
California	California Proposition 55, Extension of the Proposition 30 Income Tax Increase

Colorado	Colorado Property Tax Exemption for Some Possessory Interests, Amendment U
Colorado	Colorado Tobacco Tax Increase
Florida	Florida Property Tax Exemptions for Renewable Energy Equipment, Amendment 4
Florida	Florida Tax Exemptions for Disabled First Responders, Amendment 3
Georgia	Georgia Uses of Revenue from Taxes on Fireworks, Amendment 4
Louisiana	Louisiana Property Tax Exemptions for Widowed Spouses of First Responders and Military Personnel, Amendment 4
Louisiana	Louisiana Removal of Federal Income Tax Deduction from State Corporate Income Tax Calculation, Amendment 3
Maine	Maine Tax on Incomes Exceeding \$200,000 for Public Education, Question 2
Missouri	Missouri 23 Cent Cigarette Tax, Proposition A
Missouri	Missouri 60 Cent Cigarette Tax, Constitutional Amendment 3
Missouri	Missouri Prohibition on Extending Sales Tax to Previously Untaxed Services, Constitutional Amendment 4
Missouri	Missouri Sales Tax for Parks and Conservation, Amendment 1
Nevada	Nevada Medical Equipment Sales Tax Exemption, Question 4
New Jersey	New Jersey Gas Tax Dedicated to Transportation Funding Amendment
North Dakota	North Dakota Allocation of Oil Extraction Taxes, Constitutional Measure 2
North Dakota	North Dakota Tobacco Tax Increase, Initiated Statutory Measure 4
Oklahoma	Oklahoma One Percent Sales Tax, State Question 779
Oregon	Oregon Business Tax Increase, Measure 97
Virginia	Virginia Property Tax Exemption for Surviving Spouses of Police and Service Personnel Amendment
Washington	Washington Carbon Emission Tax and Sales Tax Reduction, Initiative 732
Washington	Washington Modifying Tax Exemption Criteria for Alternative Fuel Vehicles Advisory Vote
Washington	Washington Taxation of Stand-Alone Dental Plans Advisory Vote

## Recent news

This section displays the most recent stories in a Google news search for the terms **Florida property tax exemptions senior citizens amendment**.

*Some of the stories below may not be relevant to this page due to the nature of Google's news search engine. Read about Ballotpedia's inclusion of these search results [here](#).*

**Florida Property Tax Exemptions for Senior Citizens, Amendment 5 (2016) - Google News Feed**  
<http://google.com/search?hl=en&gl=us&tbn=nws&q=Florida+property+tax+exemptions+senior+citizens+amendment&u8>

- Jacksonville Bold for 8.23.16 – 7 days until the primary election - Florida Politics (blog)
- Dueling amendments shed light on Florida's solar future - Florida Today
- The Libertarian Trump? - The Weekly Standard (blog)



- Marketing U.S. Citizenship and Childbirth Services at Meadowlands Hospital - NJ Spotlight
- Jacksonville Bold for 8.09.16 — Who will roll on Corrine Brown during 'snake season?' - Florida Politics (blog)
- South Florida 100 Forum August 14 - Sun Sentinel
- Sunburn for 8.02.16 – Tim Kaine in Florida; Sally Bradshaw's bombshell; Zika outbreak; Ashley Walker promoted; TV ... - SaintPetersBlog (blog)
- Amendment 3: Florida Aims to Give Property Tax Breaks to First Responders - Sunshine State News
- FACT CHECK: Donald Trump's Republican Convention Speech, Annotated - NPR
- Should the Legislature allow the Massachusetts Lottery to offer online gambling? - The Boston Globe

## See also

- Florida 2016 ballot measures
- 2016 ballot measures
- Florida Legislature
- List of Florida ballot measures



## Footnotes

1. *Florida Department of State*, "Initiatives/Amendments/Revisions," accessed March 22, 2016 (<http://dos.elections.myflorida.com/initiatives/>)
2. *Florida Senate*, "HJR 275," accessed March 13, 2016 (<http://www.flsenate.gov/Session/Bill/2016/0275>)
3. *WCTV*, "Florida Legislature Sends 3 Tax Proposals to Voters," March 9, 2016 (<http://www.wctv.tv/home/headlines/Florida-Legislature-Sends-3-Tax-Proposals-to-Voters-371570921.html>)
4. *WFSU*, "Ballot Measure Could Protect Seniors' Property Tax Break," March 30, 2016 (<http://news.wfsu.org/post/ballot-measure-could-protect-seniors-property-tax-break>)
5. *Florida Department of State*, "Election Results," accessed April 16, 2015 (<http://results.elections.myflorida.com/today.asp>)
6. *Florida Department of State*, "Election Results," accessed April 16, 2015 (<http://results.elections.myflorida.com/today.asp>)
7. *Florida Department of State*, "Election Results," accessed April 16, 2015 (<http://results.elections.myflorida.com/today.asp>)
8. *Florida Department of State*, "Election Results," accessed April 16, 2015 (<http://results.elections.myflorida.com/today.asp>)
9. *Ballotpedia staff writer*, "Email correspondance with Amendment 5 opponent," August 16, 2016
10. *Note: These totals may include in-kind donations as well as cash donations.*
11. **Note:** This date is the most recent date on which Ballotpedia staff researched campaign finance data. The actual date through which this information is accurate depends on the campaign finance reporting requirements in this state.
12. *United States Census Bureau*, "QuickFacts Beta," accessed March 24, 2015 (<http://www.census.gov/quickfacts/table/BZA110212/00,55>)
13. *Florida Department of State*, "Election Results," accessed April 16, 2015 (<http://results.elections.myflorida.com/today.asp>)

Categories: Florida 2016 ballot measures | State ballots, 2016 | State Ballot Measure, November 8, 2016 | Taxes, Florida | Property, Florida | Certified, property, 2016 | Certified, taxes, 2016 | Florida 2016 ballot measures, certified | Referred amendment certified for the 2016 ballot



## **Town of Miami Lakes Memorandum**

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**To: Honorable Mayor and Councilmembers**

**From: Councilmember Manny Cid**

**Subject: Bike Share Program**

**Date: September 6, 2016**

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## **Town of Miami Lakes Memorandum**

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**To: Honorable Vice-Mayor and Councilmembers**

**From: Mayor Michael Pizzi**

**Subject: 154th Street Bridge**

**Date: September 6, 2016**

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## **Town of Miami Lakes Memorandum**

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**To: Honorable Vice-Mayor and Councilmembers**

**From: Mayor Michael Pizzi**

**Subject: FDOT Palmetto Improvements**

**Date: September 6, 2016**

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