

TOWN OF MIAMI LAKES, FLORIDA

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AGENDA
Regular Council Meeting
April 9, 2019
6:30 PM
Government Center
6601 Main Street
Miami Lakes, Florida 33014

- 1 **SPECIAL PRESENTATIONS (presentations shall take place prior to the commencement of the Regular Council Meeting, at 6:00 P.M.):**
2. **CALL TO ORDER:**
3. **ROLL CALL:**
4. **MOMENT OF SILENCE**
5. **PLEDGE OF ALLEGIANCE:**
6. **ORDER OF BUSINESS(DEFERRALS/ADDITIONS/DELETIONS):**
7. **PUBLIC COMMENTS:**

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

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

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

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

8. **APPOINTMENTS:**
9. **COMMITTEE REPORTS:**
Public Safety Committee Report
10. **CONSENT CALENDAR:**

- A. Approval of Minutes**
- **March 7, 2019 Special Call Meeting**
 - **March 12, 2019 Regular Council Meeting**
 - **March 19, 2019 Workshop on E-Scooters and SolSmart**

11. ORDINANCES-FIRST READING:

- A. AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING CHAPTER 35, STREET, SIDEWALKS AND OTHER PUBLIC PLACES, CREATING DIVISION 7, TITLED “DOCKLESS MOBILITY”, PERMITTING AND REGULATING THE PLACEMENT AND USE OF DOCKLESS BICYCLES AND SCOOTERS ON THE TOWN’S RIGHTS-OF-WAY; PROVIDING FOR INCLUSION INTO THE CODE; PROVIDING FOR ORDINANCES IN CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE. (Pidermann)**
- B. AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, RELATING TO ZONING; AMENDING CHAPTER 13, LAND DEVELOPMENT CODE, AT ARTICLE V, SECTION 13-1507, ENTITLED “DECKS AND WALKWAYS,” PERMITTING A DECK TO BE LOCATED WITHIN THE REQUIRED STREET SIDE YARD SETBACK OF CORNER LOTS FOR PROPERTIES ZONED RU-1Z; PROVIDING FOR INCLUSION INTO THE CODE; PROVIDING FOR ORDINANCES IN CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE. (Cid)**

12. ORDINANCES-SECOND READING (PUBLIC HEARING):

- A. AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, RELATING TO PREVENTION OF HUMAN TRAFFICKING; AMENDING CHAPTER 13, “LAND DEVELOPMENT CODE”, AT ARTICLE IV, “ZONING DISTRICT REGULATIONS”, PROVIDING FOR FINDINGS OF FACT, INTENT AND PURPOSE; PROVIDING FOR REQUIRED SIGNAGE; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE. (Cid)**
- B. AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING SECTION 2.56(c) OF THE TOWN CODE, TITLED TOWN ATTORNEY SELECTION AND APPOINTMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; AND PROVIDING FOR AN EFFECTIVE DATE. (Dieguez)**
- C. AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING SECTION 2.55(c) OF THE TOWN CODE, TITLE TOWN MANAGER SELECTION AND APPOINTMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; AND PROVIDING FOR AN EFFECTIVE DATE. (Dieguez)**

13. RESOLUTIONS:

- A. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AUTHORIZING THE TOWN MANAGER TO UTILIZE CITY OF MIAMI CONTRACT 783382-24 WITH ROBERTSON INDUSTRIES, INC. AND NJPA CONTRACT 030117-LTS WITH PLAY-POWER, INC.; WAIVING THE PROCUREMENT PROCEDURES; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO ACCESS THE CITY OF MIAMI AND NJPA'S CONTRACTS AND TO IMPLEMENT THEIR TERMS AND CONDITIONS; AUTHORIZING THE TRANSFER OF FUNDS FROM THE GENERAL FUND TO THE CAPITAL FUND; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE CONTRACTS; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE. (Alvarez)
- B. A RESOLUTION OF THE TOWN OF MIAMI LAKES, FLORIDA, FINDING THAT THE ACQUISITION OF PRIVATE PROPERTY THROUGH NEGOTIATED CONVEYANCE OR EMINENT DOMAIN SERVES A PUBLIC PURPOSE AND IS NECESSARY FOR THE DEVELOPMENT OF AND EXPANSION OF N.W. 59th AVENUE; AUTHORIZING THE TOWN ATTORNEY TO INITIATE EMINENT DOMAIN PROCEEDINGS; AUTHORIZING THE TOWN ATTORNEY'S OFFICE TO RETAIN EXPERT WITNESSES AND CONSULTANTS AND TAKE FURTHER ACTIONS THAT ARE REASONABLY NECESSARY TO ACQUIRE THE PROPERTY DESCRIBED IN EXHIBIT "A"; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE. (Pidermann)
- C. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE AWARD OF A CONTRACT FOR ITB 2019-06, NW 60TH AVENUE BICYCLE/PEDESTRIAN IMPROVEMENTS PROJECT TO FLORIDA ENGINEERING AND DEVELOPMENT CORP. IN AN AMOUNT NOT TO EXCEED \$1,165,094; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. (Pidermann)
- D. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, ACCEPTING THE TERMS AND THE EXECUTION OF AN INTERGOVERNMENTAL AGENCY AGREEMENT WITH THE MIAMI-DADE COUNTY ALLOWING THE TOWN AUTHORITY FOR THE WRAPPING OF TRAFFIC SIGNAL CONTROLLER CABINET; PROVIDING FOR AUTHORITY TO EXECUTE AGREEMENT; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE. (Cid)

14. NEW BUSINESS:

- A. Bulky Waste Pick Up (Dieguez)
- B. Additional Councilmember Accessibility (Alvarez)

- C. **Blasting Advisory Board (N. Rodriguez, Collazo)**
- D. **Reinstating Blasting Advisory Board (Ruano, Dieguez, Collazo)**
- E. **Tribute to Jack McCall (Cid, Dieguez, Collazo)**
- F. **April is Autism Awareness Month (N. Rodriguez)**
 - * This item requires the waiver of Section 7.2 of the Special Rules of Order
- G. **Vox Populi Rises (Cid, Dieguez)**
- H. **Support of Give a Ball, Spread the Love program (N. Rodriguez)**
 - * This item requires the waiver of Section 7.2 of the Special Rules of Order
- I. **Honoring the “Volunteer” (Cid)**

15. MAYOR AND COUNCILMEMBER REPORTS:

- A. **Citizens Government Academy (Cid)**
- B. **Exporting Good Government – Miami Lakes Brand (Cid)**

16. MANAGER'S REPORT:

- A. **Balgowan Traffic Calming Options**
- B. **Town Manager Monthly Police Activity Report**
- C. **Comprehensive Annual Financial Report (CAFR) FY2018 Presentation**
- D. **Request for Reallocation of Funds for the Cultural Affairs Committee**
- E. **Miami Lakes Connect**
- F. **Request for Reallocation of Funds for the Public Safety Committee**

17. ATTORNEY'S REPORT:

- A. **Attorney's Report**

ADJOURNMENT:

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

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

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

presenting documents to the Town Council should provide the Town Clerk with a minimum of 15 copies.



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Public Safety Committee
Subject: Public Safety Committee Report
Date: 4/9/2019

Recommendation:

Please see attached report.

ATTACHMENTS:

Description

Public Safety Committee

Town of Miami Lakes
Public Safety Committee
Report to the Town Council
APRIL 4, 2019

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

MEMBERSHIP:

Name	Committee Position	Nominated By:
Nancy A. Rogers	Chair	Councilman Josh Dieguez
Jorge Pena	Vice Chair	Councilman Nelson Rodriguez
Omar Gonzalez	Secretary	Councilman Jeffrey Rodriguez
Luis Lopez	Member	Councilman Carlos Alvarez
Stanley Lichaj	Member	Mayor Manny Cid
Nayib Hassan	Member	Councilman Luis Collazo
OPEN	Member	Councilwoman Marilyn Ruano
Officer Juan Rodriguez	Police Department Rep.	Per Resolution
Chief Dave Downey	Fire Department Rep.	Per Resolution

BUDGET 2018-2019

Public Safety Appreciation Breakfast	\$1000
CERT Training	\$250
Educational Materials/ Supplies/Banners	\$750
Shirts	\$600
TOTAL	\$2,600

SCHEDULED EVENTS:

Event	Date	Budget	Attendance
CERT Training - Grant Funded	TBD	\$250	20
Public Safety Appreciation Breakfast	5/19/2018	\$1850	75-100
Self Defense Training/Domestic Violence Speaker	TBD	-0-	40-50
Lock It or Lose It – Protect Your Home & Vehicle	Ongoing	-0-	Campaign
Stroke Awareness - Partnership w/FIU	Ongoing	-0-	Varies by event

Respectfully submitted to Council,

Public Safety Committee



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Gina M. Inganzo, Town Clerk
Subject: Approval of Minutes
Date: 4/9/2019

Recommendation:

Approval of Minutes

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

ATTACHMENTS:

Description

3-7-2019 special call

3-12-2019 RCM

3-19-2019 workshop

MINUTES
Special Call Meeting
March 7, 2019
6:00 P.M.
Council Chambers
6601 Main Street
Miami Lakes, Florida 33014

1. CALL TO ORDER:

Mayor Manny Cid called the meeting to order at 6:09 p.m.

2. ROLL CALL:

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

3. PLEDGE OF ALLEGIANCE:

Vice Mayor Nelson Rodriguez led the Pledge of Allegiance.

4. MOMENT OF SILENCE:

Councilmember Marilyn Ruano led the Pledge of Allegiance.

5. PUBLIC COMMENTS:

Chair of the Blasting Advisory Board, David Bennett, along with the Board's Members came before the Town Council to provide the committee's findings regarding consequences due to blasting. The Board also provided 7 recommendations to the Town Council and requested that these recommendations be placed as legislative priorities.

Abel Fernandez came before the Town Council to speak in support of item 6A.

Daisy Estrada came before the Town Council to speak in support of item 6A.

Claudia Luces came before the Town Council to speak in support of 6A.

Susana Shelton came before the Town Council to speak in support of item 6A.

Angelo Garcia came before the Town Council to speak on item 6A.

Brandon Iglesias came before the Town Council to speak in support of item 6A.

Abraham Iglesias came before the Town Council to speak in support of item 6A.

Lori Iglesias came before the Town Council to speak in support of item 6A.

6. Items for Discussion and Action:

A. Blasting Advisory Board's Legislative Recommendations

Mayor Cid motioned to approve all 7 recommendations provided by the Blasting Advisory Board. The Town Council seconded the motion.

Councilmember Dieguez amended the Mayor's original motion to reinstitute the bus trip to Tallahassee and not support any bill that would increase property insurance rates as part of the recommendations. Mayor Cid seconded the motion.

Councilmember Dieguez withdrew his motion.

Councilmember Dieguez then amended the original motion to add that regions/agencies currently in plural form rather read as agency/region in singular form so an/one agency can monitor blasting within the Southeast portion of Florida. Mayor Cid seconded the motion, and all present were in favor.

Mayor Cid made a motion adding item number 8 to the list of recommendations stating that there will be no support of a legislation that would increase homeowner's insurance rates in Miami Lakes. Councilmember Rodriguez seconded the motion, and all present were in favor.

The Town Clerk then called the roll on the main motion as amended and the motion passed, 6-0, with Councilmember Alvarez absent.

Councilmember Dieguez made a motion to reinstitute the Board's bus trip to Tallahassee. Councilmember Rodriguez seconded the motion and all present were in favor.

Councilmember Rodriguez made a motion requesting that staff reach out to neighboring cities such as Miramar, Palm Springs North, Pembroke Pines, and Hialeah to determine if they could also send similar legislative recommendations to show a regional effort regarding blasting concerns. Vice Mayor Rodriguez seconded the motion, and all were in favor.

ADJOURNMENT:

There being no further business to come before the Council, the meeting adjourned at 7:50 p.m.

Approved this 9th day of April 2019.

Manny Cid, Mayor

Attest:

Gina Inguanzo, Town Clerk

MINUTES
Regular Council Meeting
March 12, 2019
6:30 p.m.
Government Center
6601 Main Street
Miami Lakes, Florida 33014

1. CALL TO ORDER:

Mayor Manny Cid called the meeting to order at 6:40 p.m.

2. ROLL CALL:

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

3. MOMENT OF SILENCE:

Resident Marta Gonzalez led the Moment of Silence.

4. PLEDGE OF ALLEGIANCE:

Councilmember Jeffrey Rodriguez led the Pledge of Allegiance.

5. SPECIAL PRESENTATIONS:

The Chief Executive Officer of the Girl Scouts of Tropical Florida, Chelsea Wilkerson, and Girl Scouts were recognized and provided with a Proclamation naming March 12th, 2019 National Girl Scouts Day in Miami Lakes.

Teachers Lisa Deyarza, Lenard Gutierrez and students from Miami Lakes Middle School were recognized for their success in entering the *We The People: the Citizen and the Constitution* competition in Washington, D.C.

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

Mayor Cid motioned to add a Mayor's Report. Councilmember Dieguez motioned to be added as a co-sponsor to item 14C. Councilmember Collazo motioned to approve the new Order of Business. Councilmember Dieguez seconded the motion and all were in favor.

7. PUBLIC COMMENTS:

Dr. David Bennett came before the Town Council to speak on behalf of the Blasting Advisory Board.

Miguel Martinez came before the Town Council to speak on Senate Bill 1356.

Marcos Gutierrez came before the Town Council to speak on Lucida.

Mirtha Mendez came before the Town Council to speak on her concerns of arsenic use in Miami Lakes.

Roberto Alonso came before the Town Council to speak on the Annual Cars for Cure event on April 5th, 2019.

George Gerena came before the Town Council to speak on item 13C.

Esther Colon came before the Town Council to speak on item 13C.

Via Live Remote Public Comment: Abel Fernandez spoke before the Town Council in opposition of Senate Bill 1356 as written, use of chemical round-up, and CPR courses in Town.

Via Live Video Public Comment: The Domino's Club, spoke in favor of item 14C.

8. APPOINTMENTS:

William Garcia was appointed to Royal Oaks East-Special Taxing District Committee, nominated by Councilmember Marilyn Ruano.

Luis Marquez was appointed o the Royal Oaks Section One- Special Taxing District Committee, nominated by Vice Mayor Nelson Rodriguez.

Helen Costa was appointed to the Miami Lakes Section One- Special Taxing District Committee.

Peter Llaguno was appointed to the Miami Lakes Section One- Special Taxing District Committee.

Esther Colon was appointed to the Cultural Affairs Committee, nominated by Vice Mayor Nelson Rodriguez.

Vice Mayor Rodriguez motioned to approve the appointments. Councilmember Ruano seconded the motion and the motion passed, 5-0, with Councilmember Rodriguez and Mayor Cid recused.

9. COMMITTEE REPORTS:

Chair of the Veteran's Affairs Committee, Nayib Hassan, provided the Committee's annual report to the Town Council.

Chair of the Youth Activities Task Force Committees, Tony Fernandez, provided the Committee's annual report to the Town Council.

Secretary of the Economic Development Committee, Elizabeth Coto, provided the Committee's annual report to the Town Council.

10. CONSENT CALENDAR:

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

A. Approval of Minutes

- February 5, 2019 Regular Council Meeting minutes
- February 19, 2019 Sunshine Meeting minutes
- February 25, 2019 Sunshine Meeting minutes

Approved on Consent.

11. ORDINANCE-FIRST READING:

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

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

Mayor Cid motioned approve item 11A. Councilmember Alvarez seconded the motion, and all were in favor.

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

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

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

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

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

Councilmember Dieguez motioned approve item 11C. Councilmember Collazo seconded the motion, and all were in favor.

12. ORDINANCES- SECOND READING (PUBLIC HEARING):

- A. AMENDING CHAPTER 35, “STREETS, SIDEWALKS AND OTHER PUBLIC PLACES”, AT ARTICLE I, “IN GENERAL”, AT SECTION 35-4 THROUGH 35-6, PROVIDING FOR THE ADOPTION OF NEW FEES AND PENALTIES AND AMENDMENT OF FEES BY RESOLUTION; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

Mayor Cid opened the public hearing.

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

Vice Mayor Rodriguez motioned to approve the ordinance in second reading. And Councilmember Ruano seconded the motion. The Town Clerk called the roll, and all were in favor.

13. RESOLUTIONS:

- A. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, ESTABLISHING A SCHEDULE OF FEES AND CHARGES FOR RIGHTS OF WAY PERMITS, PROVIDING FOR THE ADOPTION OF NEW FEES AND PENALTIES AND AMENDMENT OF FEES BY RESOLUTION; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

Vice Mayor Rodriguez motioned to approve item 13A and Councilmember Dieguez seconded the motion. The Town Clerk called the roll, and all were in favor.

- B. A RESOLUTION OF THE TOWN OF MIAMI LAKES, FLORIDA, TO APPROVE RENEWAL OF THE LICENSE AND USE AGREEMENT WITH THE OPTIMIST CLUB OF MIAMI LAKES FOR A PERIOD OF FIVE (5) YEARS FOR USE OF MIAMI LAKES OPTIMIST PARK; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING AUTHORITY TO THE**

TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXECUTE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Claudia Luces came before the Town Council to speak on item 13B.

Councilmember Alvarez motioned to approve item 13B and Councilmember Rodriguez seconded the motion. The Town Clerk called the roll, and the motion passed, 5-1, with Councilmember Ruano in opposition and Mayor Cid recused.

C. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA AMENDING THE SPECIAL RULES OF ORDER OF THE TOWN OF MIAMI LAKES F/K/A THE TOWN COUNCIL MEETING RULES AND PROCEDURES; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Mirtha Mendez came before the Town Council to speak on item 13C.

Claudia Luces came before the Town Council to speak on item 13C.

Town Attorney, Raul Gastesi, read into the records all the new proposed changes made to the Special Rules of Order, from the date the Agenda was generated.

Councilmember Collazo motioned to approve item 13C and Councilmember Rodriguez seconded the motion.

Councilmember Rodriguez motioned to amend the main motion and to keep the language that was deleted of section 4.1. Councilmember Collazo seconded the amendment to the motion.

Councilmember Dieguez made a motion to amend Councilmember Rodriguez' amendment to the main motion and stated that the time frame of Section 4.1 be set at 3 minutes for the initial introduction of the item and 1 minute rebuttal, as needed, to each councilmembers' comments. Councilmember Rodriguez seconded the motion.

Deputy Town Attorney, Lorenzo Cobiella, explained the proposed changes into the record. After some discussion, Councilmember Dieguez withdrew his motion.

After some discussion, the Town Attorney made a recommendation to add the following language after the third sentence of Section 4.1: The aforementioned time limits may be

amended during a discussion on a particular agenda item by a majority vote of the Town Council. Councilmember Rodriguez amended his amendment to the main motion and added the recommendation read by the Town Attorney into the record. Councilmember Collazo seconded the motion, and all were in favor.

Vice Mayor Rodriguez then spoke about the new proposed Section 5.4, Remote Public Comments. The Town Attorney stated that under the new Section 5.4, the speaker shall adhere to the rules as stated in Section 5. Thus, the Deputy Town Attorney explained that the people submitting the public comments remotely would have to fill out a public comment card and be submitted to the same disclosures as the speakers that physically attend the meetings. The Deputy Town Attorney said that the IT Department is working on it to make it possible. Vice Mayor said he wanted the remote speakers to be subject to the same high standards and proper decorum as the people present at the Town meetings.

Mayor Cid expressed his opinion and stated that he would prefer to delete the need of having public comment cards. He stated that his desire is for residents to come to the Council Meetings or to use the remote public comments tool and speak freely with no cards. No motion was made.

Vice Mayor Rodriguez then made a motion pertaining to Section 6.8. Vice Mayor Rodriguez made a motion with the recommendation of the Town Attorney which states that: All reports shall state (along with a description of the item) whether they are informational or seek direction from the Town Council. Councilmember Ruano seconded the motion and all were in favor.

Mayor Cid then made a motion approving the recommendation of the Town Attorney which states that: A link of the Council meeting agenda shall be sent to the Town residents as determined by the Town Manager. Vice Mayor Rodriguez seconded the motion and all in favor.

The Town Clerk called the roll approving item 13C as amended and all were in favor.

D. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA AMENDING THE COMMITTEE RULES, REGULATIONS AND PROCEDURES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Mirtha Mendez came before the Town Council to speak on item 13D.

Lorenzo Cobiella presented item 13D and answered questions posed by the Town Council.

Vice Mayor Rodriguez motioned approve the resolution with changes as needed. Councilmember Dieguez seconded the motion and all were in favor.

14. NEW BUSINESS:

A. Support of SB 1356 (Dieguez)

Councilmember Dieguez made a motion to adopt a resolution in support of Senate Bill 1356 with the inclusion of House Bill 1189 as currently drafted and have the resolution sent to the appropriate organizations. Councilmember Dieguez also made a motion requesting of the Town Council to waive the rules, directing the Town Attorney's to draft a resolution that would forward the proposals/recommendations of the Blasting Advisory Board to the Town's lobbyists to include the proper language into the bill. Vice Mayor Rodriguez seconded the motion.

Councilmember Dieguez then provided a strike all amendment to his original motion directing staff to draft a resolution in support of SB 1356 and HB 1189 as currently drafted and transmit the resolution as directed in the memorandum. Councilmember Dieguez also directed staff to draft a resolution that would amend the legislative priorities of the Town and to include the recommendations provided by the Blasting Advisory Board. This resolution would be sent to the Town's lobbyist firm. Vice Mayor Rodriguez seconded the motion, and all were in favor.

B. Hurricane Preparedness and Town-Wide Notifications (N. Rodriguez)

Vice Mayor Rodriguez informed the public of the Town's organized efforts and plan for Hurricane season.

C. Guido Inguanzo Memorial (Cid, N. Rodriguez, Collazo)

Mayor Cid motioned to approve the proposal submitted by the family and designate the courtyard located in Royal Oaks Park as "Guido's Domino Plaza" in memory of Guido Inguanzo's community efforts over the years with the Elderly Affairs Committee and more specifically for his love, work and dedication for making the Domino Tournament a reality. Vice Mayor Rodriguez seconded the motion, and all were in favor.

D. Adaptive Traffic Signalization System along NW 67th Avenue Corridor (Collazo)

Councilmember Collazo made a motion requesting that staff work with Miami-Dade County to explore the possibility of adapting a signalization system on 67th Avenue corridor. Mayor Cid seconded the motion, and all were in favor.

E. 2020 Census Campaign (N. Rodriguez)

There was no formal motion made for this item.

F. Amending Strategic Plan (Cid)

Mayor Cid made a motion amending the Guiding Principles under the Strategic Plan by adding: "Each idea should be about the future. Every single idea should make Miami Lakes a better place to live and work- not just for us here today, but for our children 20 years

from now- and their children as well”. Councilmember Collazo seconded the motion, and all were in favor.

Councilmember Dieguez motioned to strike all wording after “-not just for us here today” and instead insert after “- not just for us here today, but for future generations.” Councilmember Rodriguez seconded the motion, and all were in favor.

G. New Business Items and Staff Agenda Items (Cid)

Mayor Cid made a motion requesting that Memo’s from staff and the Town Council place a line, after the Fiscal Impact line, that explains how the item correlates to the Imagine Miami Lakes 2025 Strategic Plan. Councilmember Collazo seconded the motion and all were in favor.

***MAYOR AND COUNCILMEMBERS REPORT:**

A. “For More Citizen Engagement, One Town Turns to Video Calls” (Cid)

This item was discussed under 15J in the Manager’s Report.

Mayor Cid reported on the Town’s Nation recognition for their transparency efforts and flexibility on allowing citizen engagement.

15. MANAGER’S REPORT:

A. Balgowan Enforcement Evaluator

Public Works Director, Carlos Acosta, provided the results of the Balgowan road speed study between December 7th – December 17th.

The Town Manager, Edward Pidermann, stated that he would return during the April Council Meeting with a list of alternatives to speed reduction methods on Balgowan road.

B. 5G Telecommunication Poles in the Rights-of-Way Update

The Town Manager, Edward Pidermann, reported on the collaboration with FPL to have their 5G telecommunication poles cater to the characteristics of Miami Lakes.

C. Establishing Evaluation Criteria for Town Manager

The Town Manager, Edward Pidermann, reported on a template for the Town Manager’s evaluation process that was formatted by the ICMA.

D. Update on Resurfacing of the Playground in Picnic Park West

The Deputy Town Manager, Tony Lopez, provided an update report on the resurfacing of the playground in Picnic Park West project.

E. Town Manager Monthly Police Activity Report

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

F. Update on West Lakes Reforestation Project Phase III

Deputy Town Manager, Tony Lopez, provided an update report on the West Lakes Reforestation Project Phase III with a start timeline of mid-April 2019.

G. FPL Franchise Fees Update

The Town Manager, Edward Pidermann, provided a report on the FPL Franchise Fees Update.

H. Update on Miami Lakes Optimist Park Design

The Deputy Town Manager, Tony Lopez, provided a report and presentation on the current development of the Miami Lakes Optimist Park design.

16. ATTORNEY'S REPORT:

A. Attorney's Report

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

ADJOURNMENT:

There being no further business to come before the Town Council, the meeting adjourned at 12:01 a.m.

Approved on this 9th day of April 2019.

Attest:

Manny Cid, Mayor

Gina Inguanzo, Town Clerk

MINUTES
Workshop
March 19, 2019
6:30 P.M.
Council Chambers
6601 Main Street
Miami Lakes, Florida 33014

1. CALL TO ORDER:

Mayor Manny Cid called the meeting to order at 6:36 p.m.

2. ROLL CALL:

The Deputy Town Clerk, Nicole Cuellar, called the roll with the following Councilmembers present: Joshua Dieguez, Vice Mayor Nelson Rodriguez and Mayor Manny Cid. Councilmembers: Carlos Alvarez, Luis Collazo, were absent.

3. PLEDGE OF ALLEGIANCE:

Councilmember Josh Dieguez led the Pledge of Allegiance.

4. MOMENT OF SILENCE:

Deputy Town Attorney, Lorenzo Cobiella, led the invocation.

5. PUBLIC COMMENTS:

There were no public comments.

6. Items for Discussion and Action:

A. Solsmart Designation to Town of Miami Lakes

Senior Town Planner, Susana Alonso, explained and presented the designation of Solsmart in the Town.

The Town Council recommended starting the designation level of bronze for the time being and return to the Council with options and guidelines to adopt.

B. E-Scooters

Senior Transportation Manager, Michelle Gonzalez, explained and presented the possible use of e-scooter's in the Town.

There being no further business to come before the Council, the meeting adjourned at 7:28 p.m.

Approved this 9th day of April 2019.

Attest:

Manny Cid, Mayor

Gina Inguanzo, Town Clerk



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Edward Pidermann, Town Manager
Subject: Dockless Mobility
Date: 4/9/2019

Recommendation:

It is recommended that the Town Council approve the attached ordinance on first reading to establish a dockless mobility program to regulate dockless mobility programs and motorized scooters within the Town of Miami Lakes.

Background:

The U.S. dockless mobility market first started in 2016 with dockless bike-sharing. Dockless bike-share quickly spread across the U.S, as it made it easier for local government agencies to provide alternative modes of transportation for their communities. Because the dockless mobility is a relatively new and evolving market, it is important for the Town to pass regulations to establish controls and measures for dockless mobility providers to follow by to ensure their operations are in line with community goals. From its inception, many cities have experienced the pitfalls of dockless mobility, by not properly regulating the use and licensing of municipal rights-of-way for the staging and use of dockless mobility. Participating cities have suffered from the plight of bike or scooter litter, safety risks, and lack of control over operations of dockless mobility providers and the placement of dockless mobility on rights-of-way.

Despite the challenges that dockless mobility may create, dockless mobility offers many benefits to participating communities, such as providing the means of alternate transportation, reducing the dependency on motor vehicles, promoting health and physical activity, and serving as a first and last mile solution for transit riders. Accordingly, to provide Town residents the benefits of dockless mobility and address the potential challenges that dockless mobility may create, the proposed ordinance outlines equipment standards for dockless mobility units, regulations on motorized scooters, proper parking of dockless mobility units, fleet size, maintenance and operations, data sharing, and contractual terms for operating within the Town's rights-of-way. This will allow the Town to offer dockless mobility to our residents while addressing the challenges that these transportation alternatives may create.

Finally, and of significance, dockless mobility aligns with the Town's Strategic Plan Priority Area 1: Enhance Vehicular and Non-Vehicular Mobility and Strategic Area 6: Innovation. Since November 2017, the Town has worked with two bike-share companies, Spin and Lime and within that period the Town's dockless mobility

program has completed over 11,000 trips within Miami Lakes. Both vendors have transitioned away from the bike sharing model to scooters. The City of Coral Gables recently adopted its own ordinance allowing scooter use within city limits. As such, it is suggested that the Town adopt an Ordinance to allow and regulate dockless mobility within the Town's rights-of-way.

ATTACHMENTS:

Description

Ordinance

ORDINANCE NO. _____

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

WHEREAS, the Town of Miami Lakes (the “Town”) has adopted a Strategic Plan which includes the enhancement of vehicular and non-vehicular mobility; and

WHEREAS, since 2017, the Town has allowed Spin and Lime Bicycles to use the Town’s rights-of-way to stage dockless bicycles for resident use; and

WHEREAS, from 2017 through the present over town residents have completed over 11,000 trips using these dockless services; and

WHEREAS, Spin, Lime and other providers have moved towards a dockless scooter model; and

WHEREAS, in line with the Town’s strategic plan, allowing for the regulated use of scooters on the Town’s rights-of-way will provide our residents with an alternative transportation method; and

WHEREAS, the proposed ordinance will help ensure that our residents are able to safely use these alternative transportation devices, without burdening the town with the blight of vehicle littering, mis-use of these dockless vehicles, and ensure that dockless vehicles are uses in designated locations; and

WHEREAS, the Town Manager suggest that the Town Council adopt the enclosed Ordinance; and

WHEREAS, to that end, the Town Council of the Town of Miami Lakes hereby finds and declares that adoption of this Ordinance is appropriate and advances the public interest.

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

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

Section 2. Creation of Division Seven of Chapter 35 Division 7 of Chapter 35 is hereby enclosed in Exhibit “A.”

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

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

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

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

The foregoing Ordinance was offered by Councilmember _____, who moved its adoption on first reading. The motion was seconded by Councilmember _____ and upon being put to a vote, the vote was as follows:

FIRST READING

The foregoing ordinance was offered by Councilmember _____ who moved its adoption on first reading. The motion was seconded by Councilmember _____ and upon being put to a vote, the vote was as follows:

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

Passed on first reading this _____ day of April, 2019.

[THIS SPACE INTENTIONALLY LEFT BLANK]

SECOND READING

The foregoing ordinance was offered by Councilmember _____ who moved its adoption on second reading. The motion was seconded by Councilmember _____ and upon being put to a vote, the vote was as follows:

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

Passed and adopted on second reading this _____ day of _____, 2019.

Manny Cid
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

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

Division 7 Dockless Mobility

Section 35-62 – Definition For purposes of this article the following definitions apply:

- (1) *Motorized scooter* means the same as the term is defined in F.S. § 316.003 and includes gas and electric powered scooters or any combination of the two such as a hybrid scooter.
- (2) *Dockless mobility provider* means an individual or business entity deploying shared mobility devices within the city.
- (3) *Dockless mobility device* means any human-powered or motorized transportation, except Motor Vehicles as that term is defined in F.S. § 316.003(42), as may be amended from time to time, made available for private use by reservation through an online application, website, or software for point-to-point trips.
- (4) *Dockless mobility program* means a program generally, in which Shared Mobility Devices are made available for shared use to individuals on a short-term basis at no cost or for a fee.

Section 35-63 – General Provisions.

(a) *General regulations pertaining to dockless mobility units:*

- (1) All bicycles utilized in a dockless mobility program shall conform with the standards set forth in Title 16, Code of Federal Regulations, Chapter II, Subchapter C, Part 1512 - Requirements for Bicycles, the safety standards outlined in ISO 43.150 - Cycles, subsection 4210, and F.S. § 316.2065, as may be amended or revised.
- (2) All dockless mobility devices shall comply with the lighting standards set forth in F.S. § 316.2065(7), as may be amended or revised, which requires a reflective front white light visible from a distance of at least five hundred (500) feet and a reflective rear red light visible from a distance of at least six hundred (600) feet.
- (3) All dockless mobility units utilized shall include easily accessible and identifiable language that clearly directs users to customer support mechanisms, including not limited to a customer service phone number, websites, and applications.
- (4) Persons below sixteen years of age (16) shall not be permitted to operate motorized scooters.
- (6) The riding of motorized scooters, as defined in this article, is permissible upon all bicycle lanes, roads with a speed limit of 25 miles per hour or less, and all sidewalks located within the Town, except where otherwise prohibited by official posting or ordinance. Motorized scooter may not be operated at speeds exceeding 15 mph per hour on permitted roadways and bicycle lanes and may not be operated at speeds exceeding 10 mph on permitted sidewalks. Motorized

scooters shall be prohibited within the Main Street development, Town shopping centers and any private road. An operator must have the technology available to advise and ward the operator of the motorized vehicle of these restrictions.

(7) Operators of motorized scooters must yield to pedestrians at all times.

(b) *Parking and right-of-way.*

(1) Dockless mobility units shall not be parked within the following areas: loading zones, handicap accessible parking zone or other facilities specifically designated for handicap accessibility, on-street parking spots, street furniture, curb ramps, business or residential entryways, driveways, travel lanes, bicycle lanes, parklets or within fifteen (15) feet of a fire hydrant.

(2) Dockless mobility units shall not be parked in a manner that in any way violates Americans with Disabilities Act (ADA) accessibility requirements.

(3) The Town Manager, at his/her discretion, may designate certain areas where dockless mobility units shall not be parked. An operator must have the technology available to operate these requirements upon request.

(4) The Town Manager, at their discretion, may create designated parking zones (i.e., bike corrals) in certain areas where dockless mobility units shall be parked.

(c) *Maintenance, operations, and fleet size.*

Shall be implemented by separate resolution, as may be amended from time to time.



Town of Miami Lakes Memorandum

To: Honorable Mayor and Members of the Town Council
From: Edward Pidermann, Town Manager
Subject: Street Side Yard Patios in RU-1Z Lots
Date: 4/9/2019

Recommendation:

Staff recommends approval of the ordinance permitting decks in the street side yard setback of RU-1Z corner lots providing for a minimum setback of three (3) feet and to allow up to 60% of the required yards of such lots to be impervious.

Background:

At the June 5, 2018, Town Council meeting, an item was introduced during the Manager's Report which addressed the possibility of permitting corner lots zoned RU-1Z, Single Family Zero Lot Line, to have decking located within the required street side yard setback. The presentation relied upon preliminary research that found the majority of RU-1Z zoned corner lots tended to be wider than the interior lots. The preliminary conclusion, pending further research, was that such an accommodation may be possible. The logic relied upon there being similar construction on corner lots as found on interior lots, thus freeing up more land to capture storm-water runoff from impervious areas.

The Town Council directed the Town Manager to explore the possibility and return with an ordinance if the additional research supported the initial conclusion. Staff's additional research found that it may be possible to permit street side yard decks, however the recommendation includes a cautionary note as presented in the coming paragraphs. On September 19th, 2018, the Planning and Zoning Board, acting in their capacity as the Local Planning Agency, heard the item and recommended approval with the condition that the changes apply only to corner lots.

The proposed ordinance affects Strategic Priority Area 4: ENVIRONMENTAL SUSTAINABILITY Goal 4: Achieve Universal Environmental Sustainability in Public and Private Environments, Operations, and Infrastructure, of the Town of Miami Lakes Strategic Plan.

ATTACHMENTS:

Description

Ordinance (First Reading)

Staff Report
LPA materials

ORDINANCE NO. _____

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

WHEREAS, on June 5, 2018, the Town Council of the Town of Miami Lakes directed the Town Manager to explore the possibility of permitting corner lots zone RU-1Z, Single Family Zero Lot Line, to have a patio slab within a required fifteen (15) street side yard where only a three (3) foot walkway is permitted today; and

WHEREAS, Town Staff studied application of the suggested changes, and found the impact to the code and surrounding area to be minimal provided the change was limited to corner lots; and

WHEREAS, this proposed ordinance is reflective of the Town Council’s request by permitting a patio slab in a required street side yard, provided there is a minimum setback of for (4) feet to the property line, the impervious area of the street side yard does not exceed 60%, and the impervious area of all the yards combined does not exceed 60%; and

WHEREAS, on July 18, 2018, the Planning and Zoning Board, acting in its capacity as the Local Planning Agency, heard the item at a duly noticed public hearing and forwarded a recommendation of approval to the Miami Lakes Town Council; and

WHEREAS, on April ____, 2019, the Town Council at a duly noticed public hearing, moved the item on First Reading; and

WHEREAS, on May _____, 2019, the Town Council considered the ordinance at a duly advertised public hearing; and

WHEREAS, to that end, the Town Council of the Town of Miami Lakes hereby finds and declares that adoption of this Ordinance is appropriate and advances the public interest.

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

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

Section 2. Amendment. Section 13-1507 is hereby amended as provided at Exhibit “A”.

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

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

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

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

The foregoing Ordinance was offered by Councilmember _____, who moved its adoption on first reading. The motion was seconded by Councilmember _____ and upon being put to a vote, the vote was as follows:

FIRST READING

The foregoing ordinance was offered by Councilmember _____ who moved its adoption on first reading. The motion was seconded by Councilmember _____ and upon being put to a vote, the vote was as follows:

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

Passed on first reading this _____ day of April, 2019.

[THIS SPACE INTENTIONALLY LEFT BLANK]

SECOND READING

The foregoing ordinance was offered by Councilmember _____ who moved its adoption on second reading. The motion was seconded by Councilmember _____ and upon being put to a vote, the vote was as follows:

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

Passed and adopted on second reading this _____ day of _____, 2019.

Manny Cid
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

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

EXHIBIT A

ORDINANCE

CHAPTER 13 – LAND DEVELOPMENT CODE

* * *

ARTICLE V. ALLOWABLE ENCROACHMENTS INTO THE REQUIRED YARDS AND EXCEPTIONS TO THE MAXIMUM PERMITTED HEIGHTS

* * *

Sec. 13-1507. - Decks and walkways.

Single-family and two-family residential lots or parcels shall comply with the following for at-grade decks. At-grade decks and walkways are defined as decks or walkways that are not more than six inches above the established grade. Decks or walkways higher than six inches above the established grade shall be considered accessory structures and must comply with the setback and lot coverage restrictions for accessory structures elsewhere in this Code.

- (1) Required front yard. At-grade decks shall be permitted to project a maximum of five feet into the required front yard. One walkway with a maximum width of six feet shall be permitted from the entrance of the residence to the front property line.
- (2) Required side yards. Except as provided below, Decks shall not be permitted within the required side yards. Three feet wide walkways, steps or entrance stoops shall be permitted within the required side yards, set back a minimum of two feet from the side interior property line.
- (3) Required rear yard. At-grade decks or walkways constructed of wood, concrete, brick pavers set in sand or of similar impervious materials shall be set back a minimum of five feet from the rear and interior side property lines. For zero lot line developments the decks or walkways shall be set back three feet from the rear property line, zero feet from the zero-lot line side and four feet from the other interior side property line. For all corner lots the decks shall comply with the required street side setbacks for the main structure. However, corner lots zoned RU-1Z shall be permitted to have a deck or patio in the required street side yard area provided:
 - (a) a minimum setback of three feet is provided to the property line; and
 - (b) that it is behind an opaque fence; and
 - (c) one of the following water-retaining improvements are built in the three-foot setback:
 - A berm of no less than twelve inches above adjacent grade at its highest point
 - A swale of no less than twelve inches below adjacent grade at its lowest point

- A retaining wall on no less than twelve inches above adjacent grade at its highest point
- (4) The maximum impervious area permitted for driveways, walkways, porches, decks, etc. (including brick pavers set in sand), in the required front and side yards facing a street shall be 60 percent for each yard.
- (5) In no instance shall the total impervious areas (including brick pavers set in sand) of all the required yards on a lot or parcel exceed 50 percent. The total impervious areas (including brick pavers set in sand) of all required yards on a RU-1Z zoned lot shall not exceed 60%. This provision, as it pertains to RU-1Z zone corner lots shall be waived if the requirements of item (3) (c), above, are met.



Department of Planning, Zoning and Code Compliance
6601 Main Street • Miami Lakes, Florida 33014
Office: (305) 364-6100 • Fax: (305) 558-8511
Website: www.miamilakes-fl.gov

Staff Analysis and Recommendation

To: Honorable Mayor and Members of the Town Council

From: Edward Pidermann, Town Manager

Subject: Street Side Yard Patios in RU-1Z Lots

Date: April 9, 2019

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

A. BACKGROUND

At the June 5, 2018, Town Council meeting, an item was introduced during the Manager's Report which addressed the possibility of permitting corner lots zoned RU-1Z, Single Family Zero Lot Line, to have decking located within the required street side yard setback. The presentation relied upon preliminary research that found the majority of RU-1Z zoned corner lots tended to be wider than the interior lots. The preliminary conclusion, pending further research, was that such an accommodation may be possible. The logic relied upon there being similar construction on corner lots as found on interior lots, thus freeing up more land to capture stormwater runoff from impervious areas. The Town Council directed the Town Manager to explore the possibility and return with an ordinance if the additional research supported the initial conclusion. Staff's additional research found that it may be possible to permit street side yard decks, however the recommendation includes a cautionary note as presented in the coming paragraphs.

On September 19th, 2018, the Planning and Zoning Board, acting in their capacity as the Local Planning Agency, heard the item and recommended approval with the condition that the changes apply only to corner lots.

B. PROPOSED CHANGES

The following described elements are presented in the same order that they appear in the proposed ordinance.

Require minimum street side setback of three (3) feet for RU-1Z corner lots. A minimum setback of three (3) feet is required. This standard provides for some pervious area to capture runoff provided that a berm, a swale or a retaining wall be provided to avoid water runoff.

Maximum impervious for all yards total. The proposed ordinance adjusts the maximum total impervious area for all yards total for RU-1Z corner lots from 50% to 60%, unless the previously mentioned berm, swale, or retaining wall are provided.

Zero Lot Line Corner Lots			
60'X100' Lot	Total Area		Notes
	Pervious	Impervious	
Current Code	32%	68%	3' Wide walk way - 50% max deck coverage
Proposed Change	21%	79%	4' Minimum Setback 60% total Deck coverage

C. EVALUATION AND STUDY

Description of affected properties. The Town's RU-1Z zoned properties are concentrated in the southwest quadrant of the Town in an area commonly referred to as West Lakes. Approximately 1,088 homes within the West Lakes neighborhood are zoned RU-1Z. Of those lots, approximately 174 are considered corner lots. Zero lot line developments are characterized by a type of housing configuration whereby one portion of the principal building is built to the property line with setbacks provided along the front, rear and the other side of the property. For interior lots, that side yard setback is typically ten (10) feet and includes a four (4) foot platted easement to the benefit of the adjacent neighbor for drainage and for maintenance access. Please note, not all of the lots within the West Lake neighborhood are zoned RU-1Z. Approximately 209 are zoned RU-1 and RU-1A and would not be subject to this proposed ordinance (Attachment A).

Intent of a required (street side) yard. To understand staff's findings, it is important to also understand what a required yard is and what purpose it serves. A required yard is that portion of the property that, notwithstanding fencing and other specified accessory structures, is required to be clear of any structures from ground to sky. The required street side yard within the RU-1Z district is 15 feet and the current code limits decking within that area to a three (3) foot wide walkway. The intent of the street side yard requirement is both for esthetics and functionality.

Aesthetic and landscaping considerations. Visually, setbacks in single family residential neighborhoods contribute to the sense of openness. This is achieved by keeping required yards largely clear of structures. The vast majority of the corner lots in the West Lake neighborhood have fences built near or at the street side property line. Hence, the visual concern of decking a portion of the required street side yard is largely ameliorated by opaque fencing. Further, staff believes any decking behind fencing meets the visual aspect of the intent of the street side yard setback requirement.

Required yards provide the opportunity for the planting of shade trees that contribute to the overall tree canopy, which is a hallmark of the Town of Miami Lakes. Further, any shade tree plantings within the yards serve to cool the property and our urban environment. Increasing the amount of permitted decking reduces the opportunity to plant shade trees. To overcome this challenge, it is recommended that a four (3) foot setback be required and no more than 60% of the required side yard may be decked. It is worth noting that the Town is pursuing urban reforestation efforts to replenish lost canopy within its neighborhoods. The West Lake neighborhood represents a particular challenge in achieving that objective.

Drainage. As a functional matter, pervious open space is essential to promote infiltration and to reduce overall site runoff. Even with onsite pervious areas, the natural slope of a property may result in some runoff onto the adjacent rights-of-way. A property without pervious area will drain all stormwater onto the neighbor’s property and onto the rights-of-way. Portions of the West Lake neighborhood have drainage issues that the Town is actively addressing. The neighborhood is identified in the Town’s Storm Water Master Plan (originally adopted in 2003 and updated in 2012¹) for needed upgrades to the storm water system. A Marlin Engineering study complete in 2012, as precursor to reconstruction of the drainage system designs, found that the existing drainage system is a disjointed-unconnected network, that there are poor drainage soil types (Plantation Muck) within the area, and that very little area of the rights-of-way are pervious². The prevailing development pattern within West Lake community itself also appears to be contributing to flooding challenges. The Marlin study assumed a pervious area percentage of privately held lands at 15%. It is in part for these reasons that flooding is a challenge in the West Lake neighborhood.

CORNER LOT	Lot Information			Building Info		Required Yards												Total	Percent
	Width	Depth	Area	% Cov	Bldg	Front Yard				Str/Int Side Yard				Rear Yard				Impervious	Impervious
						S/B	Area	Ratio	Imperv	S/B	Area	Ratio	Imperv	S/B	Area	Ratio	Imperv		
Patio allowed	60	100	6000	0.5	3000	20	1200	0.5	600	15	1200	0.2	240	10	450	0.5	225	4065	68%
Only Walkway	60	100	6000	0.5	3000	20	1200	0.5	600	15	1200	0.5	600	10	450	0.5	225	4425	74%
60% Impervious	60	100	6000	0.5	3000	20	1200	0.6	720	15	1200	0.6	720	10	450	0.6	270	4710	79%

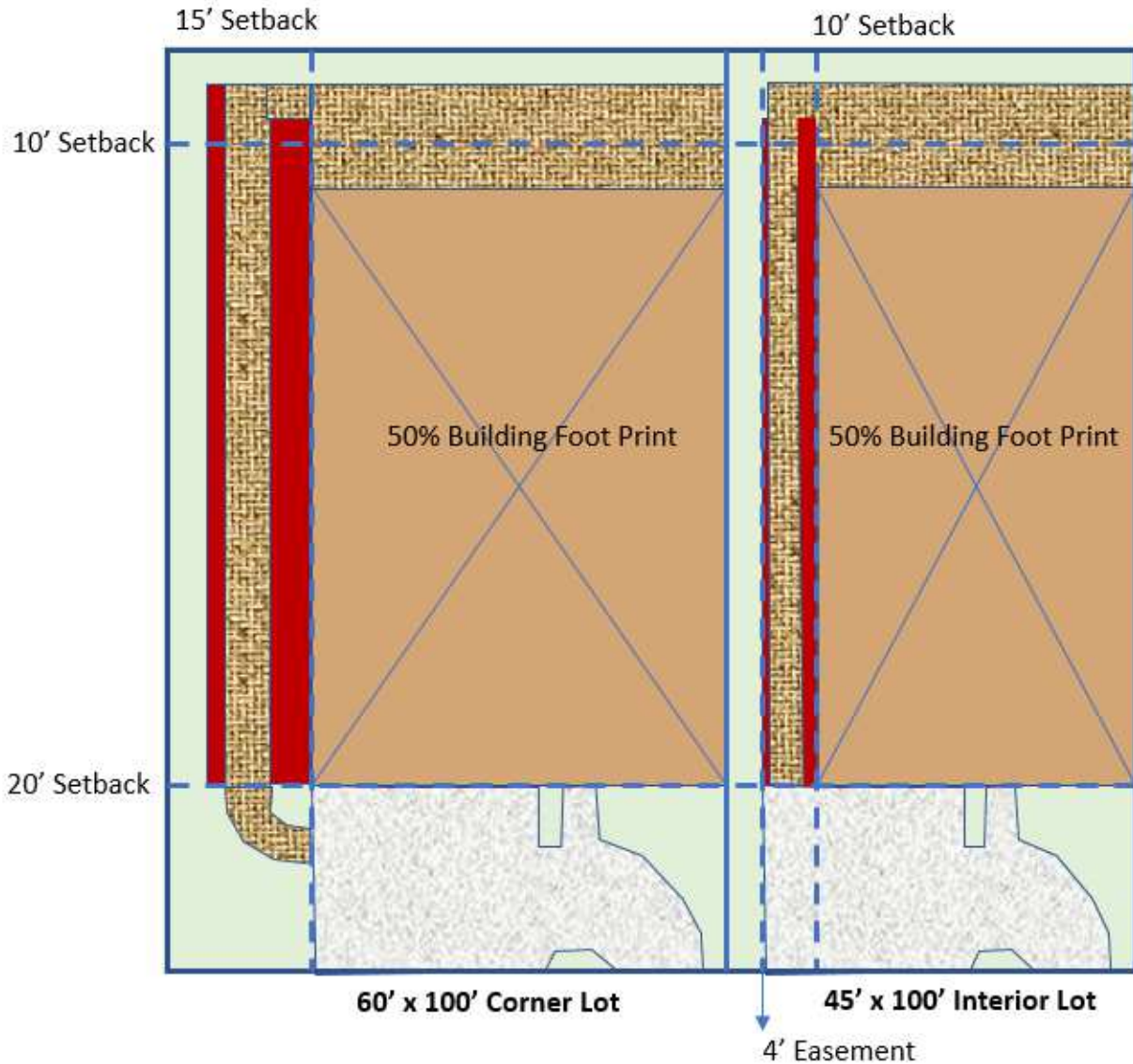
INTERIOR LOT	Lot Information			Building Info		Required Yards												Total	Percent
	Width	Depth	Area	% Cov	Bldg	Front Yard				Str/Int Side Yard				Rear Yard				Impervious	Impervious
						S/B	Area	Ratio	Imperv	S/B	Area	Ratio	Imperv	S/B	Area	Ratio	Imperv		
Patio allowed	45	100	4500	0.5	2250	20	900	0.5	450	10	800	0.5	400	10	350	0.5	175	3275	73%
Only Walkway	45	100	4500	0.5	2250	20	900	0.5	450	10	800	0.3	240	10	350	0.5	175	3115	69%
60% Impervious	45	100	4500	0.5	2250	20	900	0.6	540	10	800	0.6	480	10	350	0.6	210	3480	77%

In the RU-1Z district, maximum lot coverage for the principal building is 50% and the required impervious area for any one yard cannot be more than 60%. The 60% rule, however is misleading since the total impervious area for all required yards combined cannot exceed 50%. Regardless, the result is a reduced area for on-site infiltration and reduction of storm water runoff. As stated above, all side yards are currently limited to a three (3) foot wide walkway. For a corner lot (60’ x 100’ lot) at max buildout, that would leave approximately 32% of the land available for drainage. Interior lots (45’ x 100’) would have on average 31%

¹ Original Storm Water Master Plan and the update were prepared by Kimley Horn.

² “Drainage Report for the design of Miami-Lakes, West” Marlin Engineering, Inc. January 2012.

pervious³. If the street side yard were permitted to be decked, with the totality of all decking (including driveways and front walk ups) equaling 50% for all required yards, the remaining impervious area would be roughly 26%. Applying the same standard to an interior lot would result in 27% available for drainage. To be clear, these numbers are ballpark figures and do



not account for other decked portions of the property that are not a required yard or include the building footprint. It is possible that the numbers represented in this portion of the research are high and as such are presented for the purpose of comparison and affect. The following paragraph speaks to that point.

As mentioned previously, a drainage project commenced in the West Lake neighborhood to ease the flooding of the rights-of-way caused by rain events. The first two phases are complete and involved a storm drainage trunk line that runs underneath the length of NW 89th Avenue in the West Lake neighborhood (Attachment B). The next phase, which is to be

³ Minimum lot width in the RU-1Z is 45 feet with a minimum area of 4,500 square feet. This equates to a typical lot that is 45 feet by 100 feet. Corner lots in the West Lake neighborhood range in width from 55 feet to 80 feet. For the purpose of this review, the typical corner lots is assumed to be 60 feet wide to accommodate the additional required setback.

delivered over two separate construction cycles, involves infiltration trenches along select streets (Attachment C). Despite the pervious area calculations above, the Marlin Engineering study found that actual available surface level pervious area (private land plus rights-of-way) for each of the basins is between 14.5% and 16.3% (Attachment D). Whether these numbers are conservative or not, the Marlin study reflects that very little water is being absorbed at ground level, and the pervious area that is available is generally understood to be of a poor quality⁴. In general, rights-of-way are designed to serve as the principal overflow reservoir to capture water throughout the neighborhood during significant storm events. However, in light of the calculations above and the observed conditions of West Lake neighborhood, there is an unintended reliance on the rights-of-way for stormwater management. As a result, and notwithstanding other factors, the adjacent roadways in the West Lake neighborhood tend to flood more often. Estimated at \$1.6 million, the current phase of the drainage project is designed to capture that water and drain it into infiltration pipes under the roadway at depths of 10 to 15 feet. Yet, a drainage project is not scheduled for every street that comprises the West Lake neighborhood.

Corner lot versus interior lot conundrum. The above information is shared to put the proposed amendment in context. A block in West Lake can have as many as 47± and as few as six (6) homes on it. Hence corner lots, by their nature are fewer in number than interior lots. While permitting additional decking does reduce the amount of pervious area, the impact is limited given the relative number of corner lots versus interior lots. In this case, only 16% of the RU-1Z lots are situated on a corner.

The slippery slope comes when owners of the interior lots expect similar consideration as that being contemplated for corner lots. And this issue has already been broached and includes the question as to whether interior lots may deck over the four (4) foot platted easement. As one can see the issue is the same, decking of the side yard and the resulting loss of pervious area. Just permitting decking up to the easement line in the side yard of an interior lot, and again relying on the same assumptions in the paragraphs above, could result in approximately 27% pervious area to remain. This scenario, together with the corner lot proposal (which provides only 26% pervious), would likely increase the impact of water flowing into the rights-of-way. Remember, these numbers are simply used to represent potential impact, as actual available pervious area as identified in the Marlin study is lower.

60% versus 50%. As mentioned above, maximum impervious area for any given required yard is 60%. But, at no time can the total of all yards combined exceed 50% impervious. This rule is reintroduced here because it potentially means any additional impervious area being added to a side yard may limit impervious areas in others. Since all yards may not exceed the 60% rule, the suggestion here is to allow the corner lots to apply it as the total pervious area of all yards. Using the formula described above, that would result in a pervious area for the entire lot at 21% (versus 26% when applying the 50% rule). Applying the relaxed standard would enable property owners to enjoy maximized decking within the side and rear yards areas. Again, given the relative number of corner lots, the impact would be minor. However, for the purposes of comparison, the 60% rule applied to the interior lots would be 23% pervious area (versus 27% when applying the 50% rule). Applying the rule to all lots would likely have a more significant impact.

⁴ As stated earlier, the Marlin study found one of the soil types to be Plantation Muck. With the majority of the pervious area located on private lands, it is likely that is where this soil type is located. The other soils identified are more consistent with that which would be found around road prepared surface areas.

Summary. Any increase in impervious areas will likely have an impact on the West Lake neighborhood. Nevertheless, at just 16% of the homes in the neighborhood, the impact is likely to be relatively small if limited to corner lots. The cautionary tale, however, is whether the same accommodation is to be extended to interior lots. This scenario will most certainly have a greater impact that could increase flooding in the community and hamper the effectiveness of the current drainage project. Therefore, any decision to increase impervious area should be limited in its applicability.

D. STAFF RECOMMENDATION

Based on the analysis provided below and other factors contained in this report, Staff recommends approval of the ordinance amending the minimum street side setback requirement and maximum impervious surface for all yards for RU-1Z corner lots.

E. ANALYSIS

The Land Development Code provides that all proposed amendments to the LDC shall be evaluated by the Administrative Official, the Local Planning Agency and the Town Council, and that, in evaluating the proposed amendment, the criteria in Subsection 13-306(b) shall be considered. All portions of this report are hereby incorporated into all portions of this analysis. The following is a staff analysis of the criteria as applied to this ordinance.

1. Whether the proposal is consistent with the Comprehensive Plan, including the adopted infrastructure minimum levels of service standards and the concurrency management program.

Analysis: See Sections “A”, Background; “B”, Proposed Changes, and Section “C”, Evaluation and Study; of this report. As proposed, and presented in Section “A”, “B”, and “C” above, the amendment conforms to the following policy of CDMP below. The proposal does not appear to significantly impact the ongoing drainage projects within the West Lake neighborhood.

Policy 4C.1.2: Utilizing funding obtained from its newly-established Stormwater Utility, the Town will allocate sufficient funds in to address existing stormwater deficiencies identified in the Stormwater Master Plan.

Finding: Complies

2. Whether the proposal is in conformance with all applicable requirements of this Code of Ordinances, including this chapter.

Analysis: See Sections “A”, Background; “B”, Proposed Changes, and Section “C”, Evaluation and Study; of this report. The amendment attempts to address corner lots in RU-1Z districts in a proportionately. Corner lots tend to be larger and may have more land available to utilize for pervious area. In this light, the proposed ordinance conforms with the Town’s LDC’s. A review of the LDC’s found no conflicts.

Finding: Complies.

- 3. Whether, and the extent to which, land use and development conditions have changed since the effective date of the existing regulations, and whether such changes support or work against the proposed change in land use policy.**

Analysis See Sections “A”, Background; “B”, Proposed Changes, and Section “C”, Evaluation and Study; of this report. Many corner lots with the RU-1Z zoning have decked the street side yard. It is difficult to tell how many of those properties did so with the benefit of a permit. Regardless, an appropriate remedy may be to permit some decking to occur, while still providing for pervious and landscaping areas. This ordinance attempts to strike that balance. The proposal appears to have only a minimal impact regarding on site drainage and the ongoing storm water drainage program pursued by the Town appears to implement conservative calculations in designing for storm water runoff capture.

Finding: Complies.

- 4. Whether, and the extent to which, the proposal would result in any incompatible land uses, considering the type and location of uses involved, the impact on adjacent or neighboring properties, consistency with existing development, as well as compatibility with existing and proposed land use.**

Analysis: See Sections “A”, Background; “B”, Proposed Changes, and Section “C”, Evaluation and Study; of this report. The proposed ordinance does not change the main permitted use of the property, however it does provide some consideration regarding decking for larger corner lots within RU-1Z districts. There exists decking in the West Lake neighborhood that may or may not have been built with the benefit of permits. The ordinance seeks to find a remedy with the least amount of impact. However, the ordinance would not apply to all RU-1Z properties. As such, it is essential for the Town Council to consider the benefit of approving the ordinance against its limited availability and the overall impact that decision would render.

Finding: As determined by the Town Council.

- 5. Whether, and the extent to which, the proposal would result in demands on transportation systems, public facilities and services, exceeding the capacity of such facilities and services, existing or programmed, including schools, transportation, water and wastewater services, solid waste disposal, drainage, water supply, recreation, education, emergency services, and similar necessary facilities and services.**

Analysis: See Sections “A”, Background; “B”, Proposed Changes, and Section “C”, Evaluation and Study; and Criteria 1, 2, and 4, of this report. If the approval is limited to only corner lots, the impact will likely be minimal to the neighborhoods storm drainage system.

Finding: Complies.

- 6. Whether, and the extent to which, the proposal would result in adverse impacts on the natural environment, including consideration of wetland protection, preservation of any groundwater aquifers, wildlife habitats, and vegetative communities.**

Analysis: The proposed ordinance does not impact the above systems.

Finding: Complies.

7. Whether, and the extent to which, the proposal would adversely affect the property values in the affected area, or adversely affect the general welfare.

Analysis: See Sections “A”, Background; “B”, Proposed Changes, and Section “C”, Evaluation and Study and Criteria 1, 2, and 4, of this report. If the approval is limited to only corner lots, the impact will likely be minimal to the neighborhoods storm drainage system.

Finding: Complies.

8. Whether the proposal would result in an orderly and compatible land use pattern. Any positive and negative effects on such pattern shall be identified.

Analysis: See Sections “A”, Background; “B”, Proposed Changes, and Section “C”, Evaluation and Study and Criteria 1, 2, and 4, of this report. Section “B” provides a full description of the positive and negative effects of the proposal. In summary, if the approval is limited to only corner lots, the impact will likely be minimal to the neighborhoods storm drainage system.

Finding: Complies.

9. Whether the proposal would be in conflict with the public interest, and whether it is in harmony with the purpose and intent of this chapter.

Analysis: See Sections “A”, Background; “B”, Proposed Changes, and Section “C”, Evaluation and Study and Criteria 1, 2, and 4, of this report. If approved, it will provide an opportunity for additional decking on corner lots and to bring properties that installed decking without permits to come into compliance.

Finding: Complies.




10. Other matters which the Local Planning Agency or the Town Council, in its legislative discretion, may deem appropriate.

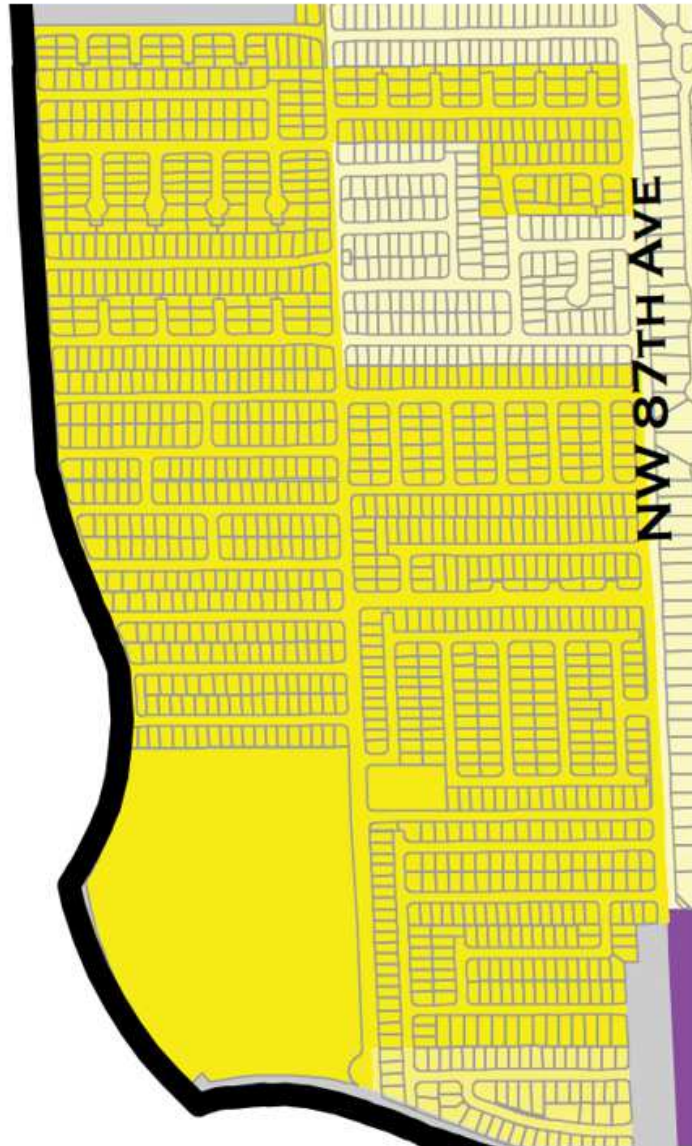
Analysis: See Sections “A”, Background; “B”, Proposed Changes, and Section “C”, Evaluation and Study; and all portions of this analysis. The Local Planning Agency and the Town Council may consider other appropriate factors to determine whether the proposed FLUM amendment is appropriate and consistent with the public interest. The Analysis Section addressed the conditions suggested by the Planning and Zoning Board.

Finding: As determined by the Town Council.

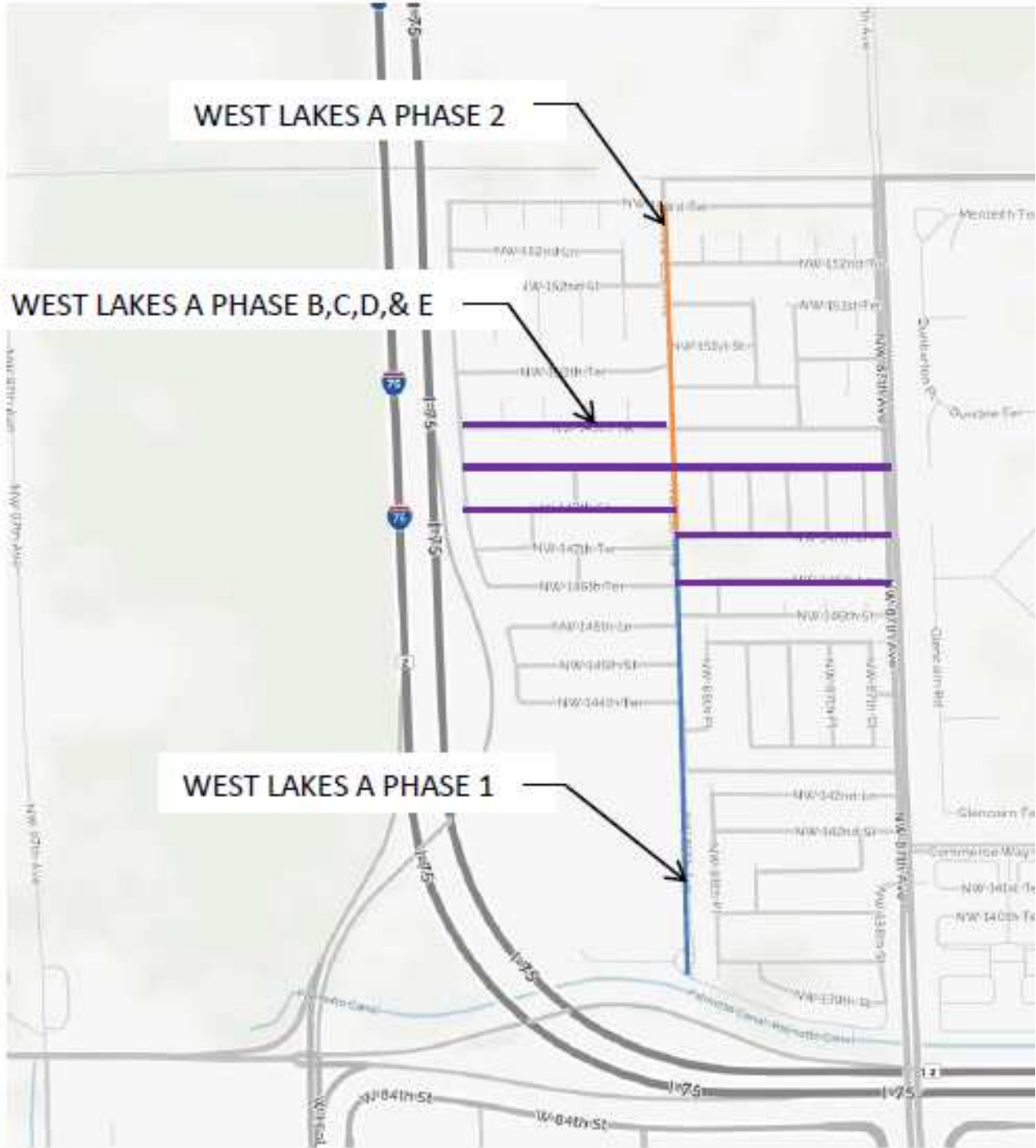
ATTACHMENT A

ZONING MAP

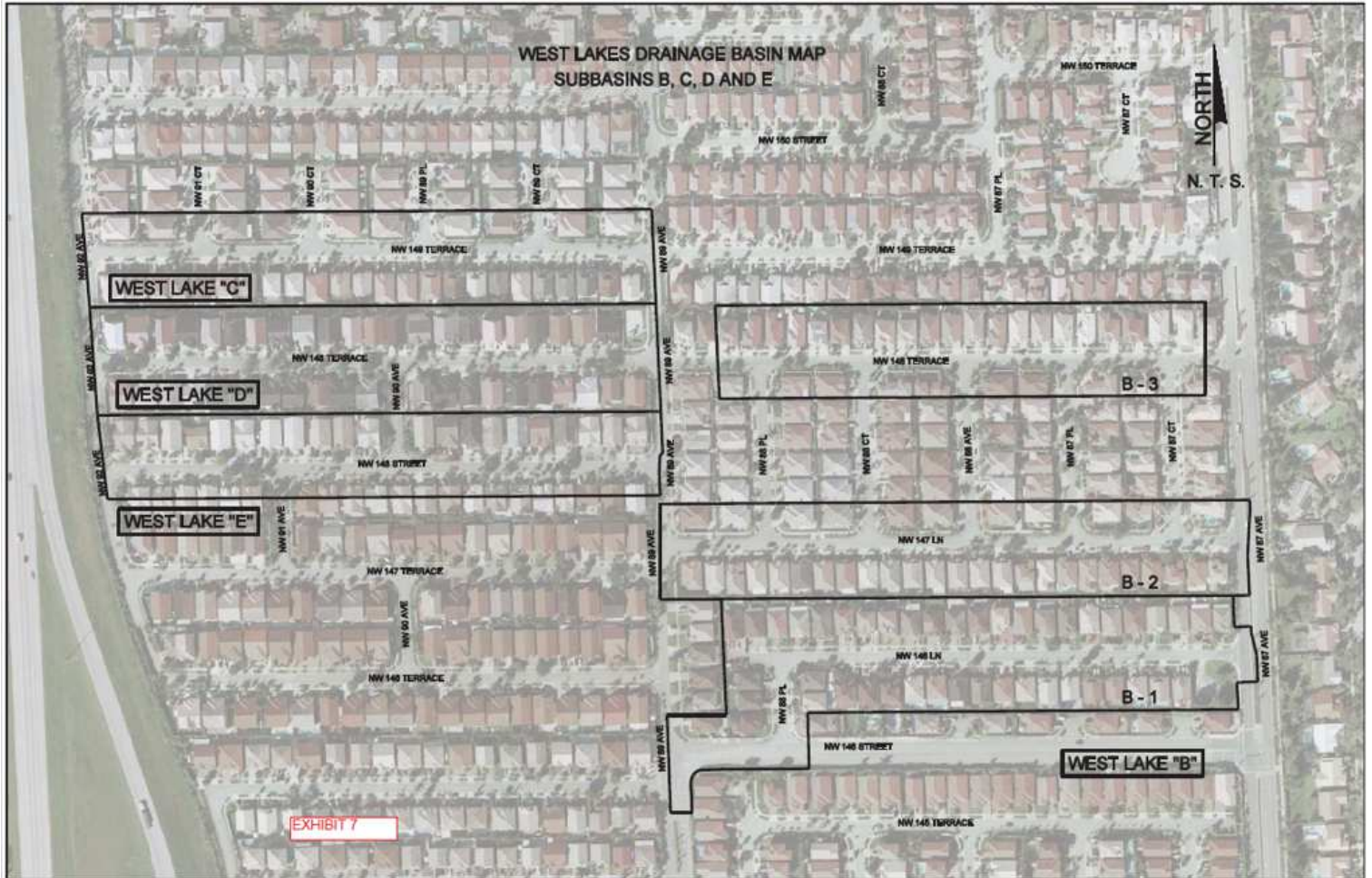
-  RU-1
-  RU-1A
-  RU-1Z



**ATTACHMENT B
WEST LAKE MAIN TRUNK LINE
(PHASE 1 and 2)**



ATTACHMENT C UPCOMING DRAINAGE PROJECTS WEST LAKE



5

⁵ "Drainage Report for the design of Miami-Lakes, West" Marlin Engineering, Inc. January 2012.

ATTACHMENT D

WEST LAKE DRAINAGE SITE DATA

Site Development Data (Miami Lakes, West): Part 1

TOWN OF MIAMI LAKES - WEST LAKES DRAINAGE IMPROVEMENTS							
	Pervious/Impervious Area of West Lakes B,C,D and E (ACRES)						
	B-1	B-2	B-3	E	D	C	
Private Area	4.9	3.7	3.1	3.2	4.5	3.6	
Pervious Private Area (15%)	0.9	0.7	0.6	0.6	0.8	0.6	
Green Area	0.3	0.4	0.3	0.3	0.3	0.3	
Asphalt Plus Concrete	2.0	1.8	1.3	1.5	1.5	1.6	
R/W Area	2.3	2.2	1.6	1.8	1.8	2.0	
Total Area	8.0	6.6	5.3	5.1	7.1	6.2	
Total Pervious	1.2	1.1	0.9	0.8	1.1	1.0	
% Previous	14.5	16.3	16.1	16.1	15.1	15.9	
Average % Pervious					15.7		

Site Development Data (Miami Lakes, West) Part: 2

TOWN OF MIAMI LAKES - WEST LAKES DRAINAGE IMPROVEMENTS							
	Elevation Analysis of West Lakes B,C,D and E						
	B-1	B-2	B-3	E	D	C	
Ave. edeg of Pavement	6.50	6.94	6.93	6.88	7.28	6.65	
Min. Road CL elevation	6.17	6.60	6.76	6.91	6.78	6.34	
Avg. Road CL elevation	6.89	7.21	7.18	7.25	7.48	7.08	
Max. Road CL elevation	7.39	7.80	7.75	7.85	8.02	7.67	
Min. FFE elevation	6.84	7.27	7.43	7.58	7.45	7.01	
Avg. FFE elevation	7.56	7.88	7.85	7.92	8.15	7.75	
Max. FFE elevation	8.06	8.47	8.42	8.52	8.69	8.34	

Note : It is assumed Finish Floor Elevation (FFE)= Road CL ele. + 8"

⁶ "Drainage Report for the design of Miami-Lakes, West" Marlin Engineering, Inc. January 2012.



Town of Miami Lakes Memorandum

To: Honorable Chair and Members of the Local Planning Agency
From: Susana Alonso, AICP, Principal Planner
Subject: Street Side Yard Patios in RU-1Z Lots
Date: 9/19/2018

Recommendation:

Staff recommends approval of the ordinance permitting decks in the street side yard setback of RU-1Z corner lots provided for a minimum setback of four (4) feet and to permit the such lots to have up to 60% of the required yards to be impervious.

Background:

At the June 5, 2018, Town Council meeting, an item was introduced during the Manager's Report which addressed the possibility of permitting corner lots zoned RU-1Z, Single Family Zero Lot Line, to have decking located within the required street side yard setback. The attached report and ordinance is reflective of that direction.

The following is a brief description of the proposed changes.

Require minimum street side setback of four (4) feet for RU-1Z corner lots. A minimum setback of four (4) feet is required. This standard would be consistent with the easement restriction imposed on interior lots with RU-1Z zoning and provides for some pervious area to capture runoff.

Maximum impervious for all yards total. The proposed ordinance adjusts the maximum total impervious area for all yards total for RU-1Z corner lots from 50% to 60%.

ATTACHMENTS:

Description

[Ordinance](#)

[Staff Report](#)

ORDINANCE NO. _____

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

WHEREAS, on June 5, 2018, the Town of Miami Lakes (“Town”) Council directed the Town Manager to explore the possibility of permitting corner lots zone RU-1Z, Single Family Zero Lot Line, to have a patio slab within a required fifteen (15) street side yard where only a three (3) foot walkway is permitted today; and

WHEREAS, Town Manager instructed Town Staff to study the impact of the proposed change and found the impact minimal, provided the change was limited to corner lots; and

WHEREAS, this proposed ordinance is reflective of the Town Council’s instruction, permitting a patio slab, provided there is a minimum setback of four (4) feet to the property line, the impervious area of the street side yard does not exceed 60%, and the impervious area of all the yards combined does not exceed 60%; and

WHEREAS, on September _____, 2018, the Planning and Zoning Board, acting in its capacity as the Local Planning Agency, heard the item at a duly noticed public hearing and forwarded a recommendation of approval to the Miami Lakes Town Council; and

WHEREAS, on October _____, 2018, the Town Council at a duly noticed public hearing, moved the item on First Reading; and

WHEREAS, on November _____, 2018, the Town Council considered the ordinance at a duly advertised public hearing; and

WHEREAS, to that end, the Town Council of the Town of Miami Lakes hereby finds and declares that adoption of this Ordinance is appropriate and advances the public interest.

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

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

Section 2. Amendment. Section 13-1507 is hereby amended as provided at Exhibit “A”.

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

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

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

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

The foregoing Ordinance was offered by Councilmember _____,
who moved its adoption on first reading. The motion was seconded by Councilmember
_____ and upon being put to a vote, the vote was as follows:

FIRST READING

The foregoing ordinance was offered by Councilmember _____ who moved
its adoption on first reading. The motion was seconded by Councilmember _____
and upon being put to a vote, the vote was as follows:

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

Passed on first reading this _____ day of September, 2018.

[THIS SPACE INTENTIONALLY LEFT BLANK]

SECOND READING

The foregoing ordinance was offered by Councilmember _____ who moved its adoption on second reading. The motion was seconded by Councilmember _____ and upon being put to a vote, the vote was as follows:

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

Passed and adopted on second reading this _____ day of _____, 2018.

Manny Cid
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

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

EXHIBIT A
ORDINANCE

CHAPTER 13 – LAND DEVELOPMENT CODE

* * *

ARTICLE V. ALLOWABLE ENCROACHMENTS INTO THE REQUIRED YARDS AND
EXCEPTIONS TO THE MAXIMUM PERMITTED HEIGHTS

* * *

Sec. 13-1507. - Decks and walkways.

Single-family and two-family residential lots or parcels shall comply with the following for at-grade decks. At-grade decks and walkways are defined as decks or walkways that are not more than six inches above the established grade. Decks or walkways higher than six inches above the established grade shall be considered accessory structures and must comply with the setback and lot coverage restrictions for accessory structures elsewhere in this Code.

- (1) Required front yard. At-grade decks shall be permitted to project a maximum of five feet into the required front yard. One walkway with a maximum width of six feet shall be permitted from the entrance of the residence to the front property line.
- (2) Required side yards. Except as provided below, Decks shall not be permitted within the required side yards. Three feet wide walkways, steps or entrance stoops shall be permitted within the required side yards, set back a minimum of two feet from the side interior property line.
- (3) Required rear yard. At-grade decks or walkways constructed of wood, concrete, brick pavers set in sand or of similar impervious materials shall be set back a minimum of five feet from the rear and interior side property lines. For zero lot line developments the decks or walkways shall be set back three feet from the rear property line, zero feet from the zero lot line side and four feet from the other interior side property line. For all corner lots the decks shall comply with the required street side setbacks for the main structure. However, corner lots zoned RU-1Z shall be permitted to have a deck or patio in the required street side yard area provided:
 - (a) a minimum setback of four feet is provided to the property line; and
 - (b) that it is behind an opaque fence.
- (4) The maximum impervious area permitted for driveways, walkways, porches, decks, etc. (including brick pavers set in sand), in the required front and side yards facing a street shall be 60 percent for each yard.

(5) In no instance shall the total impervious areas (including brick pavers set in sand) of all the required yards on a lot or parcel exceed 50 percent. The total impervious areas (including brick pavers set in sand) of all required yards on a RU-1Z zoned lot shall not exceed 60%.



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

Staff Analysis and Recommendation

To: Honorable Chair and Members of the Local Planning Agency
From: Susana Alonso, AICP, Principal Planner
Subject: Street Side Yard Patios in RU-1Z Lots
Date: September 19, 2018

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

A. BACKGROUND

At the June 5, 2018, Town Council meeting, an item was introduced during the Manager's Report which addressed the possibility of permitting corner lots zoned RU-1Z, Single Family Zero Lot Line, to have decking located within the required street side yard setback. The presentation relied upon preliminary research that found the majority of RU-1Z zoned corner lots tended to be wider than the interior lots. The preliminary conclusion, pending further research, was that such an accommodation may be possible. The logic relied upon there being similar construction on corner lots as found on interior lots, thus freeing up more land to capture stormwater runoff from impervious areas. The Town Council directed the Town Manager to explore the possibility and return with an ordinance if the additional research supported the initial conclusion. Staff's additional research found that it may be possible to permit street side yard decks, however the recommendation includes a cautionary note as presented in the coming paragraphs.

B. PROPOSED CHANGES

The following described elements are presented in the same order that they appear in the proposed ordinance.

Require minimum street side setback of four (4) feet for RU-1Z corner lots. A minimum setback of four (4) feet is required. This standard would be consistent with the easement restriction imposed on interior lots with RU-1Z zoning and provides for some pervious area to capture runoff.

Maximum impervious for all yards total. The proposed ordinance adjusts the maximum total impervious area for all yards total for RU-1Z corner lots from 50% to 60%.

Zero Lot Line Corner Lots			
60'X100' Lot	Total Area		Notes
	Pervious	Impervious	
Current Code	32%	68%	3' Wide walk way - 50% max deck coverage
Proposed Change	21%	79%	4' Minimum Setback 60% total Deck coverage

C. EVALUATION AND STUDY

Description of affected properties. The Town’s RU-1Z zoned properties are concentrated in the southwest quadrant of the Town in an area commonly referred to as West Lakes. Approximately 1,088 homes within the West Lakes neighborhood are zoned RU-1Z. Of those lots, approximately 174 are considered corner lots. Zero lot line developments are characterized by a type of housing configuration whereby one portion of the principal building is built to the property line with setbacks provided along the front, rear and the other side of the property. For interior lots, that side yard setback is typically ten (10) feet and includes a four (4) foot platted easement to the benefit of the adjacent neighbor for drainage and for maintenance access. Please note, not all of the lots within the West Lake neighborhood are zoned RU-1Z. Approximately 209 are zoned RU-1 and RU-1A and would not be subject to this proposed ordinance (Attachment A).

Intent of a required (street side) yard. To understand staff’s findings, it is important to also understand what a required yard is and what purpose it serves. A required yard is that portion of the property that, notwithstanding fencing and other specified accessory structures, is required to be clear of any structures from ground to sky. The required street side yard within the RU-1Z district is 15 feet and the current code limits decking within that area to a three (3) foot wide walkway. The intent of the street side yard requirement is both for esthetics and functionality.

Aesthetic and landscaping considerations. Visually, setbacks in single family residential neighborhoods contribute to the sense of openness. This is achieved by keeping required yards largely clear of structures. The vast majority of the corner lots in the West Lake neighborhood have fences built near or at the street side property line. Hence, the visual concern of decking a portion of the required street side yard is largely ameliorated by opaque fencing. Further, staff believes any decking behind fencing meets the visual aspect of the intent of the street side yard setback requirement.

Required yards provide the opportunity for the planting of shade trees that contribute to the overall tree canopy, which is a hallmark of the Town of Miami Lakes. Further, any shade tree plantings within the yards serve to cool the property and our urban environment. Increasing the amount of permitted decking reduces the opportunity to plant shade trees. To overcome

this challenge, it is recommended that a four (4) foot setback be required and no more than 60% of the required side yard may be decked. It is worth noting that the Town is pursuing urban reforestation efforts to replenish lost canopy within its neighborhoods. The West Lake neighborhood represents a particular challenge in achieving that objective.

Drainage. As a functional matter, pervious open space is essential to promote infiltration and to reduce overall site runoff. Even with onsite pervious areas, the natural slope of a property may result in some runoff onto the adjacent rights-of-way. A property without pervious area will drain all stormwater onto the neighbor’s property and onto the rights-of-way. Portions of the West Lake neighborhood have drainage issues that the Town is actively addressing. The neighborhood is identified in the Town’s Storm Water Master Plan (originally adopted in 2003 and updated in 2012¹) for needed upgrades to the storm water system. A Marlin Engineering study complete in 2012, as precursor to reconstruction of the drainage system designs, found that the existing drainage system is a disjointed-unconnected network, that there are poor drainage soil types (Plantation Muck) within the area, and that very little area of the rights-of-way are pervious². The prevailing development pattern within West Lake community itself also appears to be contributing to flooding challenges. The Marlin study assumed a pervious area percentage of privately held lands at 15%. It is in part for these reasons that flooding is a challenge in the West Lake neighborhood.

CORNER LOT	Lot Information			Building Info		Required Yards												Total Impervious	Percent Impervious
						Front Yard				Str/Int Side Yard				Rear Yard					
	Width	Depth	Area	% Cov	Bldg	S/B	Area	Ratio	Imperv	S/B	Area	Ratio	Imperv	S/B	Area	Ratio	Imperv		
Patio allowed	60	100	6000	0.5	3000	20	1200	0.5	600	15	1200	0.2	240	10	450	0.5	225	4065	68%
Only Walkway	60	100	6000	0.5	3000	20	1200	0.5	600	15	1200	0.5	600	10	450	0.5	225	4425	74%
60% Impervious	60	100	6000	0.5	3000	20	1200	0.6	720	15	1200	0.6	720	10	450	0.6	270	4710	79%

INTERIOR LOT	Lot Information			Building Info		Required Yards												Total Impervious	Percent Impervious
						Front Yard				Str/Int Side Yard				Rear Yard					
	Width	Depth	Area	% Cov	Bldg	S/B	Area	Ratio	Imperv	S/B	Area	Ratio	Imperv	S/B	Area	Ratio	Imperv		
Patio allowed	45	100	4500	0.5	2250	20	900	0.5	450	10	800	0.5	400	10	350	0.5	175	3275	73%
Only Walkway	45	100	4500	0.5	2250	20	900	0.5	450	10	800	0.3	240	10	350	0.5	175	3115	69%
60% Impervious	45	100	4500	0.5	2250	20	900	0.6	540	10	800	0.6	480	10	350	0.6	210	3480	77%

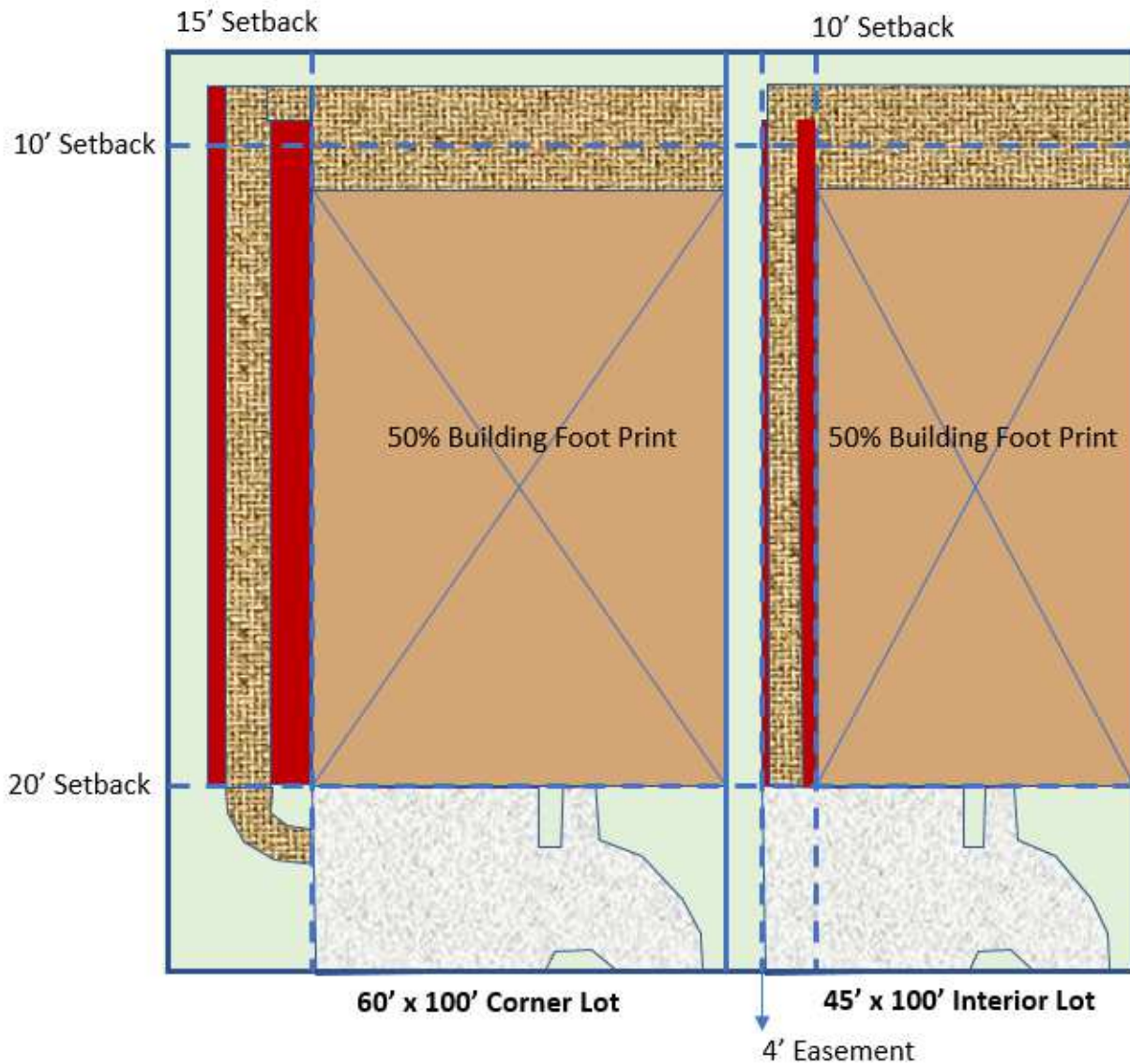
In the RU-1Z district, maximum lot coverage for the principal building is 50% and the required impervious area for any one yard cannot be more than 60%. The 60% rule, however is misleading since the total impervious area for all required yards combined cannot exceed 50%. Regardless, the result is a reduced area for on-site infiltration and reduction of storm water runoff. As stated above, all side yards are currently limited to a three (3) foot wide walkway. For a corner lot (60’ x 100’ lot) at max buildout, that would leave approximately 32% of the land available for drainage. Interior lots (45’ x 100’) would have on average 31% pervious³. If the street side yard were permitted to be decked, with the totality of all decking (including driveways and front walk ups) equaling 50% for all required yards, the remaining impervious area would be roughly 26%. Applying the same standard to an interior lot would result in 27% available for drainage. To be clear, these numbers are ballpark figures and do

¹ Original Storm Water Master Plan and the update were prepared by Kimley Horn.

² “Drainage Report for the design of Miami-Lakes, West” Marlin Engineering, Inc. January 2012.

³ Minimum lot width in the RU-1Z is 45 feet with a minimum area of 4,500 square feet. This equates to a typical lot that is 45 feet by 100 feet. Corner lots in the West Lake neighborhood range in width from 55 feet to 80 feet. For the purpose of this review, the typical corner lots is assumed to be 60 feet wide to accommodate the additional required setback.

not account for other decked portions of the property that are not a required yard or include the building footprint. It is possible that the numbers represented in this portion of the research are high and as such are presented for the purpose of comparison and affect. The following paragraph speaks to that point.



As mentioned previously, a drainage project commenced in the West Lake neighborhood to ease the flooding of the rights-of-way caused by rain events. The first two phases are complete and involved a storm drainage trunk line that runs underneath the length of NW 89th Avenue in the West Lake neighborhood (Attachment B). The next phase, which is to be delivered over two separate construction cycles, involves infiltration trenches along select streets (Attachment C). Despite the pervious area calculations above, the Marlin Engineering study found that actual available surface level pervious area (private land plus rights-of-way) for each of the basins is between 14.5% and 16.3% (Attachment D). Whether these numbers are conservative or not, the Marlin study reflects that very little water is being absorbed at ground level, and the pervious area that is available is generally understood to be of a poor

quality⁴. In general, rights-of-way are designed to serve as the principal overflow reservoir to capture water throughout the neighborhood during significant storm events. However, in light of the calculations above and the observed conditions of West Lake neighborhood, there is an unintended reliance on the rights-of-way for stormwater management. As a result, and notwithstanding other factors, the adjacent roadways in the West Lake neighborhood tend to flood more often. Estimated at \$1.6 million, the current phase of the drainage project is designed to capture that water and drain it into infiltration pipes under the roadway at depths of 10 to 15 feet. Yet, a drainage project is not scheduled for every street that comprises the West Lake neighborhood.

Corner lot versus interior lot conundrum. The above information is shared to put the proposed amendment in context. A block in West Lake can have as many as 47± and as few as six (6) homes on it. Hence corner lots, by their nature are fewer in number than interior lots. While permitting additional decking does reduce the amount of pervious area, the impact is limited given the relative number of corner lots versus interior lots. In this case, only 16% of the RU-1Z lots are situated on a corner.

The slippery slope comes when owners of the interior lots expect similar consideration as that being contemplated for corner lots. And this issue has already been broached and includes the question as to whether interior lots may deck over the four (4) foot platted easement. As one can see the issue is the same, decking of the side yard and the resulting loss of pervious area. Just permitting decking up to the easement line in the side yard of an interior lot, and again relying on the same assumptions in the paragraphs above, could result in approximately 27% pervious area to remain. This scenario, together with the corner lot proposal (which provides only 26% pervious), would likely increase the impact of water flowing into the rights-of-way. Remember, these numbers are simply used to represent potential impact, as actual available pervious area as identified in the Marlin study is lower.

60% versus 50%. As mentioned above, maximum impervious area for any given required yard is 60%. But, at no time can the total of all yards combined exceed 50% impervious. This rule is reintroduced here because it potentially means any additional impervious area being added to a side yard may limit impervious areas in others. Since all yards may not exceed the 60% rule, the suggestion here is to allow the corner lots to apply it as the total pervious area of all yards. Using the formula described above, that would result in a pervious area for the entire lot at 21% (versus 26% when applying the 50% rule). Applying the relaxed standard would enable property owners to enjoy maximized decking within the side and rear yards areas. Again, given the relative number of corner lots, the impact would be minor. However, for the purposes of comparison, the 60% rule applied to the interior lots would be 23% pervious area (versus 27% when applying the 50% rule). Applying the rule to all lots would likely have a more significant impact.

Summary. Any increase in impervious areas will likely have an impact on the West Lake neighborhood. Nevertheless, at just 16% of the homes in the neighborhood, the impact is likely to be relatively small if limited to corner lots. The cautionary tale, however, is whether the same accommodation is to be extended to interior lots. This scenario will most certainly have a greater impact that could increase flooding in the community and hamper the

⁴ As stated earlier, the Marlin study found one of the soil types to be Plantation Muck. With the majority of the pervious area located on private lands, it is likely that is where this soil type is located. The other soils identified are more consistent with that which would be found around road prepared surface areas.

effectiveness of the current drainage project. Therefore, any decision to increase impervious area should be limited in its applicability.

D. STAFF RECOMMENDATION

Based on the analysis provided below and other factors contained in this report, Staff recommends approval of the ordinance amending the minimum street side setback requirement and maximum impervious surface for all yards for RU-1Z corner lots.

E. ANALYSIS

The Land Development Code provides that all proposed amendments to the LDC shall be evaluated by the Administrative Official, the Local Planning Agency and the Town Council, and that, in evaluating the proposed amendment, the criteria in Subsection 13-306(b) shall be considered. All portions of this report are hereby incorporated into all portions of this analysis. The following is a staff analysis of the criteria as applied to this ordinance.

1. Whether the proposal is consistent with the Comprehensive Plan, including the adopted infrastructure minimum levels of service standards and the concurrency management program.

Analysis: See Sections “A”, Background; “B”, Proposed Changes, and Section “C”, Evaluation and Study; of this report. As proposed, and presented in Section “A”, “B”, and “C” above, the amendment conforms to the following policy of CDMP below. The proposal does not appear to significantly impact the ongoing drainage projects within the West Lake neighborhood.

Policy 4C.1.2: Utilizing funding obtained from its newly-established Stormwater Utility, the Town will allocate sufficient funds in to address existing stormwater deficiencies identified in the Stormwater Master Plan.

Finding: Complies

2. Whether the proposal is in conformance with all applicable requirements of this Code of Ordinances, including this chapter.

Analysis: See Sections “A”, Background; “B”, Proposed Changes, and Section “C”, Evaluation and Study; of this report. The amendment attempts to address corner lots in RU-1Z districts in a proportionately. Corner lots tend to be larger and may have more land available to utilize for pervious area. In this light, the proposed ordinance conforms with the Town’s LDC’s. A review of the LDC’s found no conflicts.

Finding: Complies.

3. Whether, and the extent to which, land use and development conditions have changed since the effective date of the existing regulations, and whether such changes support or work against the proposed change in land use policy.

Analysis See Sections “A”, Background; “B”, Proposed Changes, and Section “C”, Evaluation and Study; of this report. Many corner lots with the RU-1Z zoning have decked

the street side yard. It is difficult to tell how many of those properties did so with the benefit of a permit. Regardless, an appropriate remedy may be to permit some decking to occur, while still providing for pervious and landscaping areas. This ordinance attempts to strike that balance. The proposal appears to have only a minimal impact regarding on site drainage and the ongoing storm water drainage program pursued by the Town appears to implement conservative calculations in designing for storm water runoff capture.

Finding: Complies.

4. **Whether, and the extent to which, the proposal would result in any incompatible land uses, considering the type and location of uses involved, the impact on adjacent or neighboring properties, consistency with existing development, as well as compatibility with existing and proposed land use.**

Analysis: See Sections “A”, Background; “B”, Proposed Changes, and Section “C”, Evaluation and Study; of this report. The proposed ordinance does not change the main permitted use of the property, however it does provide some consideration regarding decking for larger corner lots within RU-1Z districts. There exists decking in the West Lake neighborhood that may or may not have been built with the benefit of permits. The ordinance seeks to find a remedy with the least amount of impact. However, the ordinance would not apply to all RU-1Z properties. As such, it is essential for the Town Council to consider the benefit of approving the ordinance against its limited availability and the overall impact that decision would render.

Finding: As determined by the Town Council.

5. **Whether, and the extent to which, the proposal would result in demands on transportation systems, public facilities and services, exceeding the capacity of such facilities and services, existing or programmed, including schools, transportation, water and wastewater services, solid waste disposal, drainage, water supply, recreation, education, emergency services, and similar necessary facilities and services.**

Analysis: See Sections “A”, Background; “B”, Proposed Changes, and Section “C”, Evaluation and Study; and Criteria 1, 2, and 4, of this report. If the approval is limited to only corner lots, the impact will likely be minimal to the neighborhoods storm drainage system.

Finding: Complies.

6. **Whether, and the extent to which, the proposal would result in adverse impacts on the natural environment, including consideration of wetland protection, preservation of any groundwater aquifers, wildlife habitats, and vegetative communities.**

Analysis: The proposed ordinance does not impact the above systems.

Finding: Complies.

7. **Whether, and the extent to which, the proposal would adversely affect the property values in the affected area, or adversely affect the general welfare.**

Analysis: See Sections “A”, Background; “B”, Proposed Changes, and Section “C”, Evaluation and Study and Criteria 1, 2, and 4, of this report. If the approval is limited to only corner lots, the impact will likely be minimal to the neighborhoods storm drainage system.

Finding: Complies.

8. Whether the proposal would result in an orderly and compatible land use pattern. Any positive and negative effects on such pattern shall be identified.

Analysis: See Sections “A”, Background; “B”, Proposed Changes, and Section “C”, Evaluation and Study and Criteria 1, 2, and 4, of this report. Section “B” provides a full description of the positive and negative effects of the proposal. In summary, if the approval is limited to only corner lots, the impact will likely be minimal to the neighborhoods storm drainage system.

Finding: Complies.

9. Whether the proposal would be in conflict with the public interest, and whether it is in harmony with the purpose and intent of this chapter.

Analysis: See Sections “A”, Background; “B”, Proposed Changes, and Section “C”, Evaluation and Study and Criteria 1, 2, and 4, of this report. If approved, it will provide an opportunity for additional decking on corner lots and to bring properties that installed decking without permits to come into compliance.

Finding: Complies.




10. Other matters which the Local Planning Agency or the Town Council, in its legislative discretion, may deem appropriate.

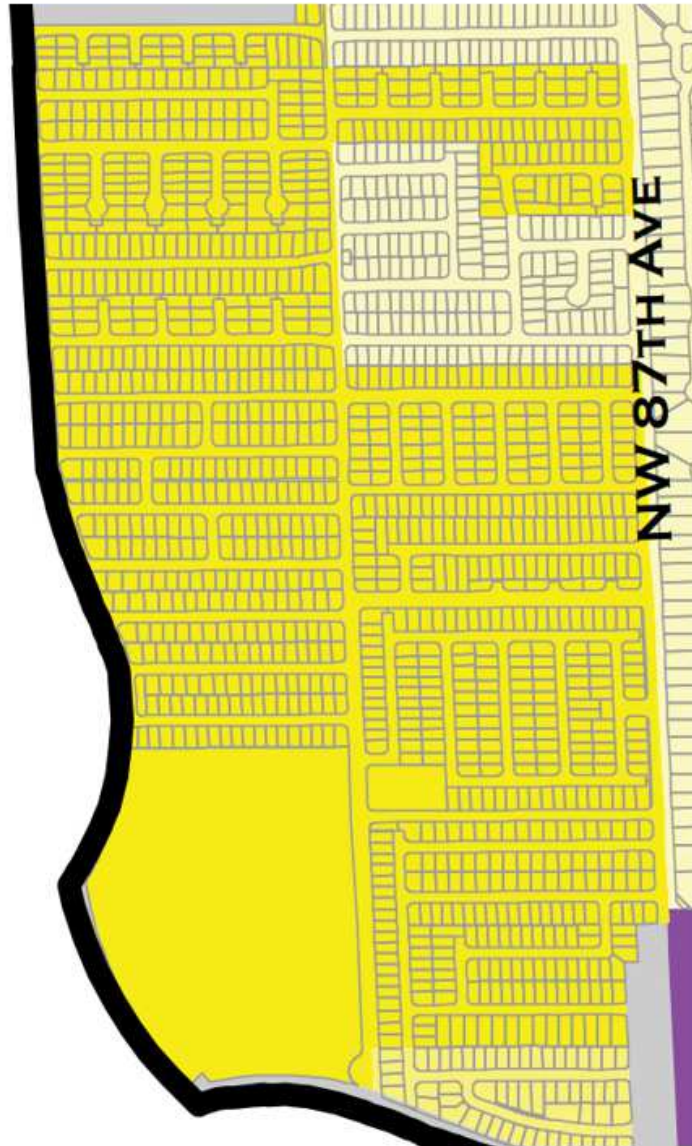
Analysis: See Sections “A”, Background; “B”, Proposed Changes, and Section “C”, Evaluation and Study; and all portions of this analysis. The Local Planning Agency and the Town Council may consider other appropriate factors to determine whether the proposed FLUM amendment is appropriate and consistent with the public interest. The Analysis Section addressed the conditions suggested by the Planning and Zoning Board.

Finding: As determined by the Town Council.

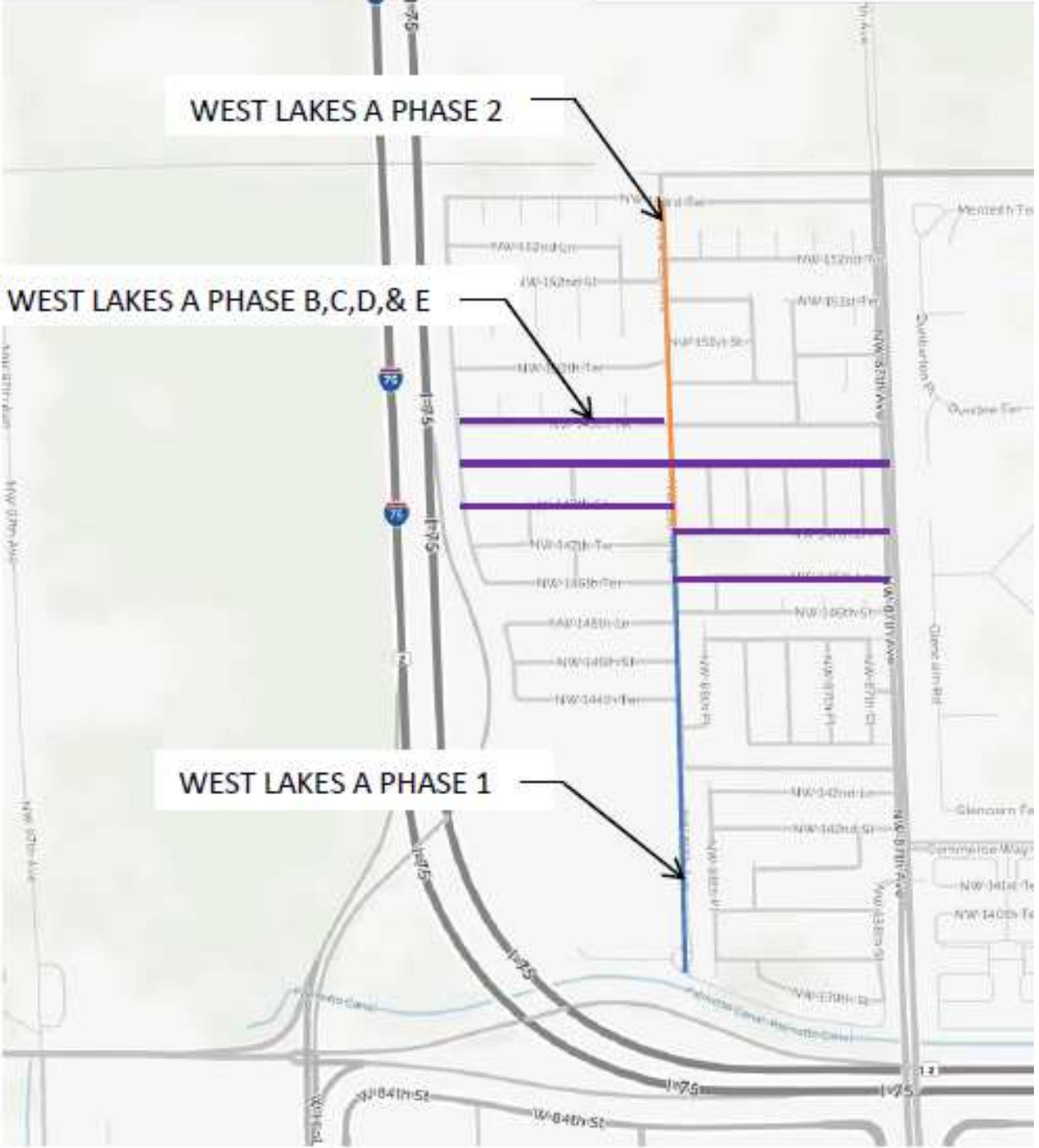
ATTACHMENT A

ZONING MAP

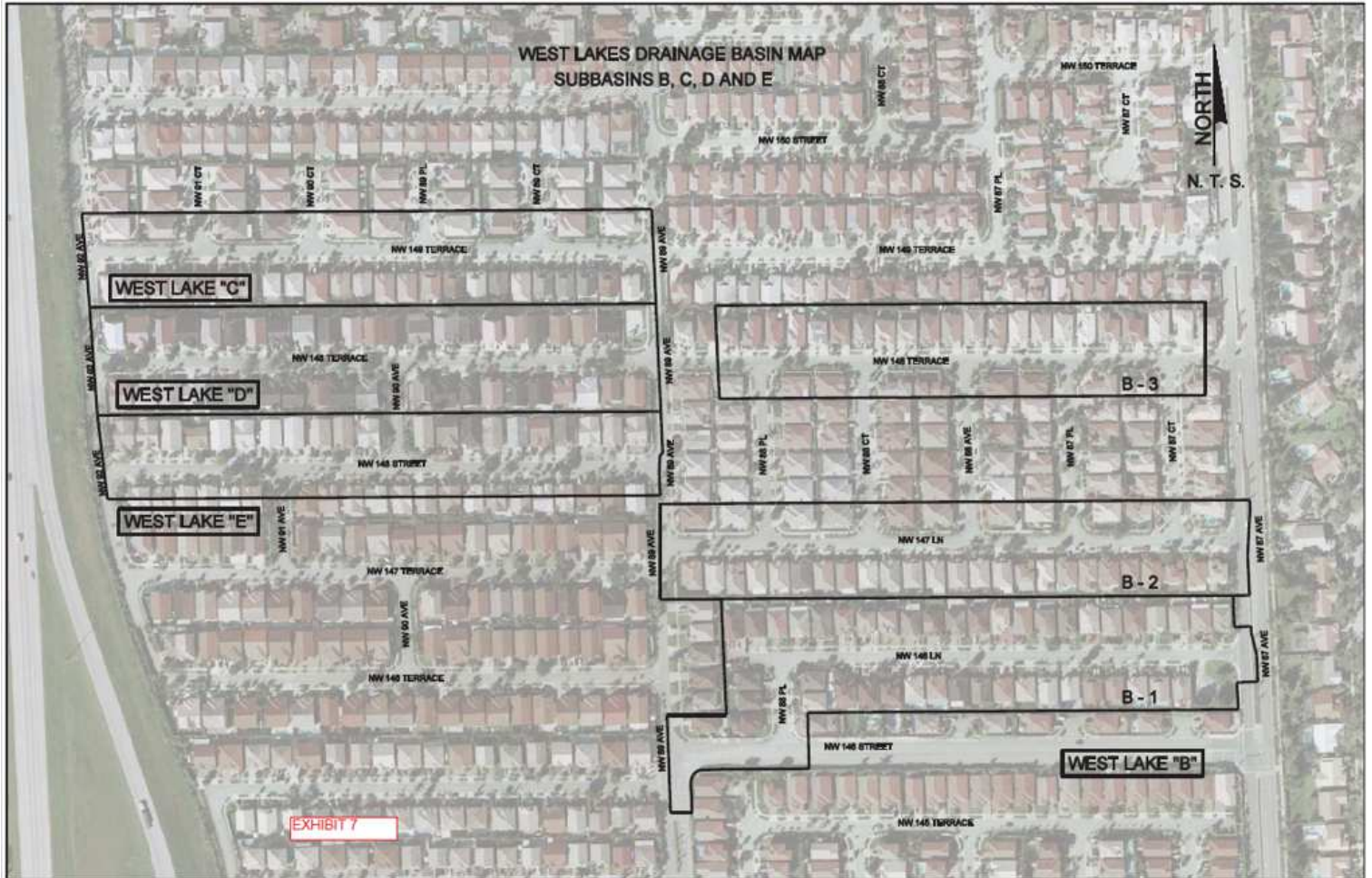
-  RU-1
-  RU-1A
-  RU-1Z



**ATTACHMENT B
WEST LAKE MAIN TRUNK LINE
(PHASE 1 and 2)**



ATTACHMENT C UPCOMING DRAINAGE PROJECTS WEST LAKE



⁵ "Drainage Report for the design of Miami-Lakes, West" Marlin Engineering, Inc. January 2012.

ATTACHMENT D

WEST LAKE DRAINAGE SITE DATA

Site Development Data (Miami Lakes, West): Part 1

TOWN OF MIAMI LAKES - WEST LAKES DRAINAGE IMPROVEMENTS								
	Pervious/Impervious Area of West Lakes B,C,D and E (ACRES)							
	B-1	B-2	B-3	E	D	C		
Private Area	4.9	3.7	3.1	3.2	4.5	3.6		
Pervious Private Area (15%)	0.9	0.7	0.6	0.6	0.8	0.6		
Green Area	0.3	0.4	0.3	0.3	0.3	0.3		
Asphalt Plus Concrete	2.0	1.8	1.3	1.5	1.5	1.6		
R/W Area	2.3	2.2	1.6	1.8	1.8	2.0		
Total Area	8.0	6.6	5.3	5.1	7.1	6.2		
Total Pervious	1.2	1.1	0.9	0.8	1.1	1.0		
% Previous	14.5	16.3	16.1	16.1	15.1	15.9		
Average % Pervious					15.7			

Site Development Data (Miami Lakes, West) Part: 2

TOWN OF MIAMI LAKES - WEST LAKES DRAINAGE IMPROVEMENTS							
	Elevation Analysis of West Lakes B,C,D and E						
	B-1	B-2	B-3	E	D	C	
Ave. edeg of Pavement	6.50	6.94	6.93	6.88	7.28	6.65	
Min. Road CL elevation	6.17	6.60	6.76	6.91	6.78	6.34	
Avg. Road CL elevation	6.89	7.21	7.18	7.25	7.48	7.08	
Max. Road CL elevation	7.39	7.80	7.75	7.85	8.02	7.67	
Min. FFE elevation	6.84	7.27	7.43	7.58	7.45	7.01	
Avg. FFE elevation	7.56	7.88	7.85	7.92	8.15	7.75	
Max. FFE elevation	8.06	8.47	8.42	8.52	8.69	8.34	

Note : It is assumed Finish Floor Elevation (FFE)= Road CL ele. + 8"

⁶ "Drainage Report for the design of Miami-Lakes, West" Marlin Engineering, Inc. January 2012.



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Edward Pidermann, Town Manager
Subject: Human Trafficking
Date: 4/9/2019

Recommendation:

Staff recommends approval of the ordinance adding Sec. 13-799.8. - Human trafficking public awareness signs to the Land Development Code, providing for the requirement that specific commercial uses within the town boundaries post the required sign in full view of employees.

Background:

On September 1, 2015, the Town Council of the Town of Miami Lakes directed the Town Manager to explore provisions that address prevention of human trafficking.

On January 27, 2018, the Town held a lecture event in which a variety of speakers presented information related to different areas of human trafficking, geared toward raising community awareness on the subject.

On February 20, 2019 the Planning Board of the Town of Miami Lakes, acting in its capacity of Local Planning Agency, voted to advise approval of this ordinance, with recommendations to extend the requirement to post to all businesses within the town, and that the text be displayed in Spanish and Creole, in addition to the Asian languages provided in the sample sign.

On March 1, 2019, the Town Council moved this item on first reading.

The proposed amendment to the Land Development Code provides for signage in certain commercial establishments in order to inform possible victims of human trafficking of help that is available to them through non-governmental organizations that specialize in the rescue, and rehabilitation of victims.

The proposed ordinance advances Strategic Priority Area 6: *INNOVATION AND PUBLIC SAFETY*, of the Town of Miami Lakes Strategic Plan. In particular, it furthers Objective 6.7: Rank in the Top 10 of the Safest Cities in Florida on the National Council of Home Safety Security List.

ATTACHMENTS:

Description

Ordinance
Staff Report
Sample sign
Feb 20 LPA materials

ORDINANCE NO. 19-__

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

WHEREAS, human trafficking is a form of modern-day slavery, which involves the exploitation of persons for commercial sex or forced labor and often subjects victims to force fraud and coercion; and,

WHEREAS, while many victims of human trafficking are forced to work in prostitution or the sexual entertainment industry, trafficking also occurs in forms of labor exploitation, such as domestic servitude and restaurant, janitorial, sweatshop, factory and agricultural work; and,

WHEREAS, traffickers use various techniques to instill fear in victims to keep them enslaved such as isolation, threats of imprisonments and deportation, confiscation of passports, visas or other identification documents and threats of violence towards their families; and,

WHEREAS, Florida law authorizes municipalities to enforce posting of human trafficking public awareness signs in certain establishments; and,

WHEREAS, the Administrative Official reviewed the proposed amendment to the Land Development Code and recommends approval, as set forth in the Staff Analysis and Recommendation dated February 20, 2019 and incorporated into this Ordinance by reference; and

WHEREAS, the Town Council appointed the Planning and Zoning Board as the Local Planning Agency (LPA) for the Town pursuant to Section 163.3174, Florida Statutes; and

WHEREAS, on February 20, 2019, after conducting a properly noticed public hearing, the Planning and Zoning Board, acting in its capacity as the Local Planning Agency, acted in accordance with state law, and in specific compliance with Section 163.3174, Florida Statutes and reviewed and recommended approval to the Miami Lakes Town Council; and

WHEREAS, on March 12, 2019, after conducting a properly noticed public hearing and considering the recommendations of the public, the Local Planning Agency, and the Administrative

Official, the Town Council moved the proposed amendment on first reading for second reading and consideration of adoption; and

WHEREAS, The Town Council finds that the proposed amendment is consistent with the Town of Miami Lakes Comprehensive Plan and the criteria for evaluation of an amendment to the Land Development Code found in Subsection 13-306(b) of the Town Code; and

WHEREAS, on _____, 2019, after conducting a properly noticed public hearing and considering the recommendations of the public, the Local Planning Agency, and the Administrative Official, the Town Council finds it in the public interest to adopt the proposed ordinance.

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, HEREBY ORDAINS AS FOLLOWS.

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

Section 2. Findings. After considering Staff's report, both submitted in writing and presented orally and the public, the Town Council finds, pursuant to Subsection 13-306(b) of the Town Code, that the proposed amendment is consistent with the Town of Miami Lakes Comprehensive Plan and the criteria for evaluation of an amendment to the Land Development Code found at Subsection 13-306(b) of the Town Code as provided for in the Staff Recommendation and Analysis Report.

Section 3. Approval. The Town Council hereby adopts the amendment as provided at Exhibit "A"

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 this Ordinance shall be included in the Town Code.

Section 7. Effective date. This Ordinance shall become effective immediately upon adoption.

[THIS SPACE INTENTIONALLY LEFT BLANK]

FIRST READING

The foregoing ordinance was offered by Councilmember _____ who moved its adoption on first reading. The motion was seconded by Councilmember _____ and upon being put to a vote, the vote was as follows:

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

Passed on first reading this _____ day of March, 2019.

[THIS SPACE INTENTIONALLY LEFT BLANK]

SECOND READING

The foregoing ordinance was offered by Councilmember _____ who moved its adoption on second reading. The motion was seconded by Councilmember _____ and upon being put to a vote, the vote was as follows:

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

Passed and adopted on second reading this _____ day of _____, 2019.

Manny Cid
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

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

EXHIBIT A

CHAPTER 13. – LAND DEVELOPMENT CODE

* * *

ARTICLE IV. – ZONING DISTRICT REGULATIONS

* * *

DIVISION 21. – ADDITIONAL BUSINESS, COMMERCIAL, INDUSTRIAL AND OTHER USE REGULATIONS

* * *

Sec. 13-799.8. - Human trafficking public awareness signs.

- 1) Employers at each of the following establishments shall display a human trafficking public awareness sign in a conspicuous location where other labor and employment signs are displayed, which is clearly visible to the employees of these businesses or establishments:
 - a) Restaurants, alcoholic beverage establishments, night clubs and any other entertainment or food service establishments; and
 - b) Public lodging establishments, classified as a hotel, motel, non-transient apartment, transient apartment, bed and breakfast inn, timeshare project, or vacation rentals; and
 - c) Any business or establishment operating as a specialty salon performing nail, beauty services; and
 - d) A business or establishment that offers massage or bodywork services for compensation that is not owned by a health care practitioner regulated pursuant to Florida Statute Chapter 456 and defined in Florida Statute § 456.001;
 - e) Urgent care centers, facilities or clinics that provide urgent care medicine or services, and may be commonly referenced as urgent care, convenient care, walk-in care or immediate care centers, whether operated by brand name corporations or non-brand name corporations, or other business entities.
- 2) The required human trafficking public awareness sign must be printed in a size consistent with, and must substantially state in English and Spanish the following as set forth in Florida Statutes § 787.29(4)

“If you or someone you know is being forced to engage in an activity and cannot leave – whether it is prostitution, housework, farm work, factory work, retail work, restaurant work or any other activity – call the National Human Trafficking Resource Center at 1-888-373-7888 or text INFO or HELP to 233-733 to access help and services. Victims of slavery and human trafficking are protected under United States and Florida Law.”
- 3) Design specifics regarding color, graphics, and additional verbiage may be adopted via Resolution.

- 4) The code compliance department, in conjunction with the police department, shall enforce the provisions of this section and upon conviction of such offense, be punished by a fine not to exceed \$500.00 provided in F.S. § 775.083. A continued violation shall be considered a separate offense for each day.
- 5) The violation issued for this offense, will be consistent with those violation notices issued by the city pursuant to section 21-31.5 of the Code of Miami-Dade County.
- 6) Citations may be appealed Town's Special Master.



Department of Planning, Zoning and Code Compliance
6601 Main Street • Miami Lakes, Florida 33014
Office: (305) 364-6100 • Website: www.miamilakes-fl.gov

Staff Analysis and Recommendation

To: Honorable Mayor and Members of the Council
From: Edward Pidermann, Town Manager
Subject: Human Trafficking Public Awareness Signs
Date: April 2, 2019

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

A. BACKGROUND

On September 1, 2015, the Town Council of the Town of Miami Lakes directed the Town Manager to explore provisions that address prevention of human trafficking.

On January 27, 2018, the Town held a lecture event in which a variety of speakers presented information related to different areas of human trafficking, geared toward raising community awareness on the subject.

On February 20, 2019 the Planning Board of the Town of Miami Lakes, acting in its capacity of Local Planning Agency, voted to advise approval of this ordinance, with recommendations to extend the requirement to post to all businesses within the town, and that the text be displayed in Spanish and Creole, in addition to the Asian languages provided in the sample sign.

On March 1, 2019, the Town Council moved this item on first reading.

The proposed amendment to the Land Development Code provides for signage in certain commercial establishments in order to inform possible victims of human trafficking of help that is available to them through non-governmental organizations that specialize in the rescue, and rehabilitation of victims.

B. STAFF RECOMMENDATION

Based on the analysis provided below and other factors contained in this report, Staff recommends approval of the ordinance adding *Sec. 13-799.8. - Human trafficking public awareness signs* to the Land Development Code, providing for the requirement that specific commercial uses within the town boundaries post the required sign in full view of employees.

C. ANALYSIS

The Land Development Code provides that all proposed amendments to the LDC shall be evaluated by the Administrative Official, the Local Planning Agency and the Town Council, and that, in evaluating the proposed amendment, the criteria in Subsection 13-306(b) shall be considered. All portions of this report are hereby incorporated into all portions of this analysis. The following is a staff analysis of the criteria as applied to this ordinance.

Whether the proposal is consistent with the Comprehensive Plan, including the adopted infrastructure minimum levels of service standards and the concurrency management program.

Analysis: See Section “A,” Background, of this report. The proposed ordinance complies with the following polices of the Comprehensive Development Master Plan. Explanations follow each Policy.

Policy 1.2.4: Develop a code enforcement system in the new Code that is proactive in ensuring that the high standards, which are the hallmark of Miami Lakes, are maintained, and the personnel are very responsive to resident and business owner inquiries. In addition, ensure that the system allows for the mitigation and/or correction of adverse nuisance impacts, such as noise, odor and/or dust, on residential neighborhoods caused by any existing commercial and industrial operations.

The proposed ordinance provides for fines and penalties for any business that does not display the required signage and ensures that the Zoning and Code enforcement Department can inspect and cite business accordingly.

Policy 1.2.10: The Town shall use the Land Development Code and code enforcement procedures to actively pursue and encourage methods to avoid the occurrence of blight. If areas do become blighted, the Town will undertake steps to renew or redevelop the blighted areas.

The proposed ordinance provides for enforcement pursuant to Chapter 8, of the Code of ordinances.

Finding: Complies

2. Whether the proposal is in conformance with all applicable requirements of this Code of Ordinances, including this chapter.

Analysis: See Section “A”, Background, of this report. The proposed is complementary to the recent approval of Section 13-311 as presented in Section A above.

Finding: Complies.

3. Whether, and the extent to which, land use and development conditions have changed since the effective date of the existing regulations, and whether such changes support or work against the proposed change in land use policy.

Analysis: See Section “A”, Background, and Criterion 2 of this report.

Finding: Complies.

4. Whether, and the extent to which, the proposal would result in any incompatible land uses, considering the type and location of uses involved, the impact on adjacent or neighboring properties, consistency with existing development, as well as compatibility with existing and proposed land use.

Analysis: The amendment does not change the permitted uses within the zoning districts.

Finding: Complies.

5. Whether, and the extent to which, the proposal would result in demands on transportation systems, public facilities and services, exceeding the capacity of such facilities and services, existing or programmed, including schools, transportation, water and wastewater services, solid waste disposal, drainage, water supply, recreation, education, emergency services, and similar necessary facilities and services.

Analysis: The proposed ordinance does not impact the above systems.

Finding: Complies.

6. Whether, and the extent to which, the proposal would result in adverse impacts on the natural environment, including consideration of wetland protection, preservation of any groundwater aquifers, wildlife habitats, and vegetative communities.

Analysis: The proposed ordinance does not impact the above systems.

Finding: Complies.

7. Whether, and the extent to which, the proposal would adversely affect the property values in the affected area, or adversely affect the general welfare.

Analysis: See Section “A”, Background, and Criterion 2 of this report. The proposed amendment serves a compelling governmental interest to reduce the incidence of human trafficking and provide useful and timely information to any potential victims.

Finding: Complies.

8. **Whether the proposal would result in an orderly and compatible land use pattern. Any positive and negative effects on such pattern shall be identified.**

Analysis: The proposed amendment does not change the permitted use of land.

Finding: Complies.

9. **Whether the proposal would be in conflict with the public interest, and whether it is in harmony with the purpose and intent of this chapter.**

Analysis: See Section “A”, Background, and Criterion 2 of this report. No portion of the proposed amendment is in conflict with the existing regulations of the LDC.

Finding: Complies.

10. **Other matters which the Local Planning Agency or the Town Council, in its legislative discretion, may deem appropriate.**

Analysis: See Summary Section and all portions of this analysis. The Local Planning Agency and the Town Council may consider other appropriate factors to determine whether the proposed amendment is appropriate and consistent with the public interest.

Finding: As determined by the Town Council.

Be Free

If you or someone you know is being **forced** to engage in an activity and **cannot leave**: Whether it is prostitution, housework, farm work, factory work, retail work, restaurant work, or any other activity—Call the **NATIONAL HUMAN TRAFFICKING RESOURCE CENTER** at **1-888-373-7888** or Text **INFO** or **HELP** to **233-733** to access help and services. Victims of slavery and human trafficking are protected under United States and Florida Law.

ANONYMOUS AND CONFIDENTIAL

Sé Libre

Si a usted, o a alguien que conoce, lo están **forzando** a hacer algo y **no lo dejan ir**: ya sea prostitución, trabajo doméstico, agrícola, de fábrica, en una tienda, en un restaurante o cualquier otra actividad, Llame al **CENTRO NACIONAL DE RECURSOS CONTRA LA TRATA DE PERSONAS** al **1-888-373-7888** o envíe un mensaje de texto al **233-733** con la palabra **INFO** o **HELP** para tener acceso a asistencia y servicios. Las víctimas de esclavitud y tráfico de personas están protegidas por las leyes de los Estados Unidos y la Florida.

ANONIMO Y CONFIDENCIAL

Dwe Lib

Si oumenm oswa yon moun ou konnen yo **te fòse** yo angaje nan yon aktivite epi **yo pa ka kite**: si li se pwostitisyon, travay nan kay, travay fèm, travay faktori, travay Yo Vann an Detay, travay restoran, oswa nenpòt lòt aktivite-Rele **NATIONAL HUMAN TRAFFICKING RESOURCE CENTER** nan **1-888-373-7888** oswa Tèks **INFO** oswa **HELP** pou **233-733** jwenn aksè nan èd ak sèvis yo. Viktim esklavaj ak trafik moun pwoteje anba Lwa Etazini ak Florid.

ANONYMOUS AK KONFIDANSYÈL

1-888-373-7888

Text: BeFree (233-733)



获取自由

如果你或者你认识的人正被迫参与某活动，无法离开：无论是卖淫，做家务，农业劳动，工厂作业，零售工作，餐厅工作或者任何其他活动 - 请致电 **NATIONAL HUMAN TRAFFICKING RESOURCE CENTER** (国家打击人口贩运资源中心)，联系电话：**1-888-373-7888**，或者编辑短信**INFO** (信息) 或**HELP** (帮助) 发送到**233-733**来寻求帮助和服务。奴役和人口贩卖的受害者都受到美国和佛罗里达州的法律保护。

匿名且保密



Town of Miami Lakes

자유로워지십시오

만약 당신과 지인이 다음 활동에 강제로 투입되어 떠날 자유가 없다면: 매춘, 집안일, 농장일, 공장일, 소매일, 식당일 등 어떤 일이든지 **NATIONAL HUMAN TRAFFICKING RESOURCE CENTER** (국립인신매매정보센터)인 **1-888-373-7888** 로 전화 또는 **233-733** 으로 **INFO**(정보) 또는 **HELP**(도움) 를 문자메세지로 보내어 도움과 서비스를 받으세요. 노예와 인신매매의 피해자는 미국과 플로리다주 법에 따라 보호 받을 수 있습니다.

익명과 기밀이 보장됩니다.

เป็นอิสระ

หากคุณหรือใครสักคนที่คุณรู้จักกำลังอยู่ใต้กิจกรรมที่ถูกบังคับ ไม่เต็มใจ และไม่สามารถหลีกเลี่ยงได้ ไม่ว่าจะเป็นการค้าประเวณี แรงงานงานบ้าน แรงงานเกษตร แรงงานในโรงงาน แรงงานร้านค้า แรงงานในร้านอาหาร หรือกิจกรรมอื่นใด - โปรดโทรแจ้ง **NATIONAL HUMAN TRAFFICKING RESOURCE CENTER** ที่ **1-888-373-7888** หรือส่งข้อความ **INFO** หรือ **HELP** ไปที่ **233-733** เพื่อเข้ารับการให้บริการความช่วยเหลือ ผู้ที่เป็นเหยื่อจากการเป็นทาสและการค้ามนุษย์จะได้รับคุ้มครองภายใต้กฎหมายสหรัฐอเมริกาและกฎหมายรัฐฟลอริดา

โดยนิรนามและเป็นความลับไม่เปิดเผย

ORDINANCE NO. 19-___

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

WHEREAS, human trafficking is a form of modern-day slavery, which involves the exploitation of persons for commercial sex or forced labor and often subjects victims to force fraud and coercion; and,

WHEREAS, while many victims of human trafficking are forced to work in prostitution or the sexual entertainment industry, trafficking also occurs in forms of labor exploitation, such as domestic servitude and restaurant, janitorial, sweatshop, factory and agricultural work; and,

WHEREAS, traffickers use various techniques to instill fear in victims to keep them enslaved such as isolation, threats of imprisonments and deportation, confiscation of passports, visas or other identification documents and threats of violence towards their families; and,

WHEREAS, Florida law authorizes municipalities to enforce posting of human trafficking public awareness signs in certain establishments; and,

WHEREAS, the Administrative Official reviewed the proposed amendment to the Land Development Code and recommends approval, as set forth in the Staff Analysis and Recommendation dated February 20, 2019 and incorporated into this Ordinance by reference; and

WHEREAS, the Town Council appointed the Planning and Zoning Board as the Local Planning Agency (LPA) for the Town pursuant to Section 163.3174, Florida Statutes; and

WHEREAS, on February ____, 2019, after conducting a properly noticed public hearing, the Planning and Zoning Board, acting in its capacity as the Local Planning Agency, acted in accordance with state law, and in specific compliance with Section 163.3174, Florida Statutes and reviewed and recommended approval to the Miami Lakes Town Council; and

WHEREAS, on ____, 2019, after conducting a properly noticed public hearing and considering the recommendations of the public, the Local Planning Agency, and the Administrative Official, the Town

Council moved the proposed amendment on first reading for second reading and consideration of adoption; and

WHEREAS, The Town Council finds that the proposed amendment is consistent with the Town of Miami Lakes Comprehensive Plan and the criteria for evaluation of an amendment to the Land Development Code found in Subsection 13-306(b) of the Town Code; and

WHEREAS, on _____, 2019, after conducting a properly noticed public hearing and considering the recommendations of the public, the Local Planning Agency, and the Administrative Official, the Town Council finds it in the public interest to adopt the proposed ordinance.

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, HEREBY ORDAINS AS FOLLOWS.

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

Section 2. Findings. After considering Staff's report, both submitted in writing and presented orally and the public, the Town Council finds, pursuant to Subsection 13-306(b) of the Town Code, that the proposed amendment is consistent with the Town of Miami Lakes Comprehensive Plan and the criteria for evaluation of an amendment to the Land Development Code found at Subsection 13-306(b) of the Town Code as provided for in the Staff Recommendation and Analysis Report.

Section 3. Approval. The Town Council hereby adopts the amendment as provided at Exhibit "A"

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 this Ordinance shall be included in the Town Code.

Section 7. Effective date. This Ordinance shall become effective immediately upon adoption.

[THIS SPACE INTENTIONALLY LEFT BLANK]

FIRST READING

The foregoing ordinance was offered by Councilmember _____ who moved its adoption on first reading. The motion was seconded by Councilmember _____ and upon being put to a vote, the vote was as follows:

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

Passed on first reading this _____ day of March, 2019.

[THIS SPACE INTENTIONALLY LEFT BLANK]

SECOND READING

The foregoing ordinance was offered by Councilmember _____ who moved its adoption on second reading. The motion was seconded by Councilmember _____ and upon being put to a vote, the vote was as follows:

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

Passed and adopted on second reading this _____ day of _____, 2019.

Manny Cid
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

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

EXHIBIT A

CHAPTER 13 LAND DEVELOPMENT CODE

* * *

ARTICLE IV. – ZONING DISTRICT REGULATIONS

* * *

DIVISION 21. - ADDITIONAL BUSINESS, COMMERCIAL, INDUSTRIAL AND OTHER USE REGULATIONS

* * *

Sec. 13-799.8. - Human trafficking public awareness signs.

- 1) Employers at each of the following establishments shall display a human trafficking public awareness sign in a conspicuous location (the conspicuous location should be where other labor and employment signs are displayed), which is clearly visible to the employees of these businesses or establishments:
 - a) Restaurants, alcoholic beverage establishments, night clubs and any other entertainment or food service establishments; and
 - b) Public lodging establishments, classified as a hotel, motel, non-transient apartment, transient apartment, bed and breakfast inn, timeshare project, or vacation rentals; and
 - c) Any business or establishment operating as a specialty salon performing nail, beaut services; and
 - d) A business or establishment that offers massage or bodywork services for compensation that is not owned by a health care practitioner regulated pursuant to Florida Statute Chapter 456 and defined in Florida Statute § 456.001;
 - e) Urgent care centers, facilities or clinics that provide urgent care medicine or services, and may be commonly referenced as urgent care, convenient care, walk-in care or immediate care centers, whether operated by brand name corporations or non-brand name corporations, or other business entities.
- 2) The required human trafficking public awareness sign must be printed in a size consistent with, and must substantially state in English and Spanish the following as set forth in Florida Statutes § 787.29(4)

“If you or someone you know is being forced to engage in an activity an cannot leave – whether it is prostitution, housework, farm work, factory work, retain work, restaurant work or any other activity – call the National Human Trafficking Resource Center at 1-888-373-7888 or text INFO or HELP to 233-733 to access help and services. Victims of slavery and human trafficking are protected under United States and Florida Law.”
- 3) Design specifics regarding color, graphics, and additional verbiage may be adopted via Resolution.
- 4) The code compliance department, in conjunction with the police department, shall enforce the provisions of this section and upon conviction of such offense, be punished by a fine not to exceed

\$500.00 provided in F.S. § 775.083. A continued violation for each day shall be considered a separate offense.

- 5) The violation issued for this offense, will be consistent with those violation notices issued by the city pursuant to section 21-31.5 of the Code of Miami-Dade County.
- 6) Citations may be appealed Town's Special Master.



Department of Planning, Zoning and Code Compliance
6601 Main Street • Miami Lakes, Florida 33014
Office: (305) 364-6100 • Website: www.miamilakes-fl.gov

Staff Analysis and Recommendation

To: Honorable Chair and Members of the Local Planning Agency
From: Susana Alonso, AICP, Principal Planner
Subject: Human Trafficking Public Awareness Signs
Date: February 20, 2019

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

A. BACKGROUND

On September 1, 2015, the Town Council of the Town of Miami Lakes directed the Town Manager to explore provisions that address prevention of human trafficking.

On January 27, 2018, the Town held a lecture event in which a variety of speakers presented information related to different areas of human trafficking, geared toward raising community awareness on the subject.

The proposed amendment to the Land Development Code provides for signage in certain commercial establishments in order to inform possible victims of human trafficking of help that is available to them through non-governmental organizations that specialize in the rescue, and rehabilitation of victims.

B. STAFF RECOMMENDATION

Based on the analysis provided below and other factors contained in this report, Staff recommends approval of the ordinance adding *Sec. 13-799.8. - Human trafficking public awareness signs* to the Land Development Code, providing for the requirement that specific businesses uses within the town boundaries post the required sign in full view of employees.

C. ANALYSIS

The Land Development Code provides that all proposed amendments to the LDC shall be evaluated by the Administrative Official, the Local Planning Agency and the Town Council, and that, in evaluating the proposed amendment, the criteria in Subsection 13-306(b) shall be considered. All portions of this report are hereby incorporated into all portions of this analysis. The following is a staff analysis of the criteria as applied to this ordinance.

Whether the proposal is consistent with the Comprehensive Plan, including the adopted infrastructure minimum levels of service standards and the concurrency management program.

Analysis: See Section “A,” Background, of this report. The proposed ordinance complies with the following policies of the Comprehensive Development Master Plan. Explanations follow each Policy.

Policy 1.2.4: Develop a code enforcement system in the new Code that is proactive in ensuring that the high standards, which are the hallmark of Miami Lakes, are maintained, and the personnel are very responsive to resident and business owner inquiries. In addition, ensure that the system allows for the mitigation and/or correction of adverse nuisance impacts, such as noise, odor and/or dust, on residential neighborhoods caused by any existing commercial and industrial operations.

The proposed ordinance provides for fines and penalties for any business that does not display the required signage and ensures that the Zoning and Code enforcement Department can inspect and cite business accordingly.

Policy 1.2.10: The Town shall use the Land Development Code and code enforcement procedures to actively pursue and encourage methods to avoid the occurrence of blight. If areas do become blighted, the Town will undertake steps to renew or redevelop the blighted areas.

The proposed ordinance provides for enforcement pursuant to Chapter 8, of the Code of ordinances.

Finding: Complies

2. Whether the proposal is in conformance with all applicable requirements of this Code of Ordinances, including this chapter.

Analysis: See Section “A”, Background, of this report. The proposed is complementary to the recent approval of Section 13-311 as presented in Section A above.

Finding: Complies.

3. Whether, and the extent to which, land use and development conditions have changed since the effective date of the existing regulations, and whether such changes support or work against the proposed change in land use policy.

Analysis: See Section “A”, Background, and Criterion 2 of this report.

Finding: Complies.

- 4. Whether, and the extent to which, the proposal would result in any incompatible land uses, considering the type and location of uses involved, the impact on adjacent or neighboring properties, consistency with existing development, as well as compatibility with existing and proposed land use.**

Analysis: The amendment does not change the permitted uses within the zoning districts.

Finding: Complies.

- 5. Whether, and the extent to which, the proposal would result in demands on transportation systems, public facilities and services, exceeding the capacity of such facilities and services, existing or programmed, including schools, transportation, water and wastewater services, solid waste disposal, drainage, water supply, recreation, education, emergency services, and similar necessary facilities and services.**

Analysis: The proposed ordinance does not impact the above systems.

Finding: Complies.

- 6. Whether, and the extent to which, the proposal would result in adverse impacts on the natural environment, including consideration of wetland protection, preservation of any groundwater aquifers, wildlife habitats, and vegetative communities.**

Analysis: The proposed ordinance does not impact the above systems.

Finding: Complies.

- 7. Whether, and the extent to which, the proposal would adversely affect the property values in the affected area, or adversely affect the general welfare.**

Analysis: See Section “A”, Background, and Criterion 2 of this report. The proposed amendment serves a compelling governmental interest to reduce the incidence of human trafficking and provide useful and timely information to any potential victims.

Finding: Complies.

- 8. Whether the proposal would result in an orderly and compatible land use pattern. Any positive and negative effects on such pattern shall be identified.**

Analysis: The proposed amendment does not change the permitted use of land.

Finding: Complies.

- 9. Whether the proposal would be in conflict with the public interest, and whether it is in harmony with the purpose and intent of this chapter.**

Analysis: See Section “A”, Background, and Criterion 2 of this report. No portion of the proposed amendment is in conflict with the existing regulations of the LDC.

Finding: Complies.

10. Other matters which the Local Planning Agency or the Town Council, in its legislative discretion, may deem appropriate.

Analysis: See Summary Section and all portions of this analysis. The Local Planning Agency and the Town Council may consider other appropriate factors to determine whether the proposed amendment is appropriate and consistent with the public interest.

Finding: As determined by the Town Council.



Town of Miami Lakes

Notice of Public Hearing

NOTICE IS HEREBY GIVEN that the Planning and Zoning Board, of the Town of Miami Lakes, Florida, acting in its capacity as the Town's Local Planning Agency, is to consider and provide a recommendation to, the Town Council of the Town of Miami Lakes, at a public hearing on **Wednesday, February 20, 2019 at 6:30 PM, or as soon thereafter as the same may be heard, at the Town Hall Chambers, 6601 Main Street, Miami Lakes, Florida 33014**, the following ordinance to the Town's Code.

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

All persons interested may appear in person, by attorney or agent, by letter or by email at pz@miamilakes-fl.gov and express objection or approval. All documentation pertaining to this item(s) 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 Planning and Zoning Board with respect to any matter considered at this meeting, such person will 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.

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) 364-6100 no later than two (2) days before the proceedings for assistance.

Gina Inguanzo
Town Clerk

be free

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ANONYMOUS AND CONFIDENTIAL

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เป็นอิสระ

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โดยนิรนามและเป็นความลับไม่เปิดเผย

1-888-373-7888 text BEFREE (233-733)



Posted pursuant to Palm Beach County Ordinance 2015-029 and s. 787.29 F.S.



**NATIONAL
HUMAN
TRAFFICKING
HOTLINE**

Human trafficking is modern-day slavery,
and it's happening right here in the United States.

You can help.

1-888-373-7888

CONFIDENTIAL | TOLL-FREE | 24/7

www.HumanTraffickingHotline.org

Interpreters available

CALL THE HOTLINE TO:

- ① Get help.
- ② Report a tip.
- ③ Find services.
- ④ Learn about your options.

Victims are forced to provide labor or commercial sex in many situations, including the following venues/industries:

SEX TRAFFICKING

Hotel-Based Commercial Sex
 Fake Massage Businesses
 Street-Based Commercial Sex
 Residential Brothels
 Truck Stops
 Escort Services

LABOR TRAFFICKING

Domestic Work
 Agriculture
 Travelling Sales Crew
 Health & Beauty Services
 Restaurants
 Construction

This publication was made possible in part through Grant Number 90ZV0102 from the Office on Trafficking in Persons, Administration for Children and Families, U.S. Department of Health and Human Services (HHS). Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Office on Trafficking in Persons, Administration for Children and Families, or HHS.



be free

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sé libre

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ANÓNIMO Y CONFIDENCIAL



qwe lib

Si oumenm oswa yon moun ou konnen gen moun kap fòse l pou l fè yon bagay epi li pa kapap sòti ladann bagay sa a: Ke se pwositisyon, travay nan kay, travay nan jaden, travay nan faktori, travay nan kote kap vann an detay, travay restoran, oswa ankenn lòt bagay – Rele the **SANT RESOUS NASYONAL POU EDE MOUN KE YAP FÒSE FÈ TRAVAY LI PA VLE FÈ** nan **1-888-373-7888** oswa **tèks INFO** oswa **HELP** nan **233-733** pou jwen èd ak lòt bagay ou bezwen. Gen pwoteksyon sou lwa etazini ak nan Florid pou moun ki viktim esklavag ak moun yap fòse fè travay yo pa vle fè.

ANONIM AK KONFIDANSYÈL

1-888-373-7888

text BEEFREE (233-733)





Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Raul Gastesi, Town Attorney
Subject: Amendment to Attorney Selection Process
Date: 4/9/2019

Recommendation:

It is recommended that the Town Council adopt the following Ordinance providing modifications to Section 2.56 of the Town Code.

Background:

On February 5, 2019, Councilmember Joshua Dieguez proposed changes to section 2.56, of the Town Code to provide for a two month RFP process with Town resident input, followed by a two month deliberation process by the Town Council, in the event the Town Attorneys office is vacant. This process specifically addresses the process for the hiring of an outside law firm, the current model.

ATTACHMENTS:

Description

Attorney Selection Process

ORDINANCE NO. 19-_____

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

WHEREAS, on May 2, 2017, the Town of Miami Lakes (the “Town”) adopted Ordinance, 17-204, which created the Town Manager Selection and Appointment; and

WHEREAS, on January 15, 2019 the Town Council discussed and provided direction to the Town Attorney to draft changes to the to the Town Manager Selection process in order to streamline the selection process; and

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

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, 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 amends Chapter 2, Article III, Section 2.55, of the Town Code as set forth in **Exhibit “A”** hereto, which is incorporated herein.

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

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

Section 5. Inclusion in the Town Code. It is the intention of the Town Council, and it is hereby ordained, that the provisions of this Ordinance shall 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

FIRST READING

The foregoing ordinance was offered by Councilmember _____ who moved its adoption on first reading. The motion was seconded by Councilmember _____ and upon being put to a vote, the vote was as follows:

- Mayor Manny Cid _____
- Vice Mayor Nelson Rodriguez _____
- Councilmember Carlos O. Alvarez _____
- Councilmember Luis Collazo _____
- Councilmember Joshua Dieguez _____
- Councilmember Jeffery Rodriguez _____
- Councilmember Marilyn Ruano _____

Passed and adopted on first reading this _____ day of March, 2019.

THIS SPACE INTENTIONALLY LEFT BLANK

SECOND READING

The foregoing ordinance was offered by Councilmember _____ who moved its adoption on first reading. The motion was seconded by Councilmember _____ and upon being put to a vote, the vote was as follows:

- Mayor Manny Cid _____
- Vice Mayor Nelson Rodriguez _____
- Councilmember Carlos O. Alvarez _____
- Councilmember Luis Collazo _____
- Councilmember Joshua Dieguez _____
- Councilmember Jeffery Rodriguez _____
- Councilmember Marilyn Ruano _____

Passed and adopted on first reading this _____ day of March, 2019.

Manny Cid
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

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

EXHIBIT “A”¹

Article III. OFFICERS AND EMPLOYEES

[...]

Section 2.55. - Town Manager

[...]

(c) *Selection*

[...]

(2) *Resolution adopting the Town Council workshop findings and appointing a Town Manager Selection Advisory Committee.* After the conclusion of the Town Council workshop, a resolution shall be adopted by the Town Council, at the next scheduled Town Council Meeting which shall include the findings of the workshop. Additionally, each Council Member shall appoint a resident of the Town of Miami Lakes, who shall have resided in the Town for a period of no less than two years, to serve as a member of a Town Manager Selection Advisory Committee. The Town Attorney, or the Town Attorney’s designee, shall serve as a non-voting member of the Town Manager Selection Advisory Committee to provide guidance and serve as a liaison between the committee and the Town.

(4) *Selection and Retention of a Search Firm: The Town Council shall authorize staff to retain the services of a Search Firm to review potential Town Manager Candidates and prepare a list of fifteen (15) qualified candidates to be evaluated by the Town Manager Selection Advisory Committee. ~~The Town Attorney and the search firm, if any, otherwise, the Town HR liason will review all applications to ensure the applicants conformity to the minimum qualifications for the position of Town Manager and forward all conforming applications to the Selection Committee.~~ The Town Manager Selection Advisory Committee may interview some or all candidates with conforming application and present a short list of ~~five to~~ seven candidates, composed of five (5) with two (2) alternates, to the Town Council. Once the fifteen (15) candidates have been identified, the entire process should conclude within four (4) months. The Town Council shall take into consideration the Town Manager Selection Advisory Committee’s suggestion; however, the Town Council may consider other candidates that may or may not have been interviewed or considered by the Town Manager Selection Advisory Committee.*

¹ Additions to the text are shown in underline and deletions from the text are shown in ~~strikethrough~~.



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Edward Pidermann, Town Manager
Subject: Town Manager Selection Process
Date: 4/9/2019

Recommendation:

It is recommended that the Town adopt the proposed amendments to the Town of Miami Lakes' Town Manager Selection Process.

Background:

During the January 2019 Town Council Meeting, the Town Council discussed a new business item presented by Councilmember Joshua Dieguez regarding amendments to Section 2.55 of the Town Code, to provide for changes to the Town Manager Selection process in order to stream line the process and change the name of the Town Resident Committee to the Town Manager Selection Advisory Board.

ATTACHMENTS:

Description

Town Manager Selection Process

ORDINANCE NO. 19-_____

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

WHEREAS, on May 2, 2017, the Town of Miami Lakes (the “Town”) adopted Ordinance, 17-204, which created the Town Manager Selection and Appointment; and

WHEREAS, on January 15, 2019 the Town Council discussed and provided direction to the Town Attorney to draft changes to the to the Town Manager Selection process in order to streamline the selection process; and

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

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, 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 amends Chapter 2, Article III, Section 2.55, of the Town Code as set forth in **Exhibit “A”** hereto, which is incorporated herein.

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

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

Section 5. Inclusion in the Town Code. It is the intention of the Town Council, and it is hereby ordained, that the provisions of this Ordinance shall 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

FIRST READING

The foregoing ordinance was offered by Councilmember _____ who moved its adoption on first reading. The motion was seconded by Councilmember _____ and upon being put to a vote, the vote was as follows:

- Mayor Manny Cid _____
- Vice Mayor Nelson Rodriguez _____
- Councilmember Carlos O. Alvarez _____
- Councilmember Luis Collazo _____
- Councilmember Joshua Dieguez _____
- Councilmember Jeffery Rodriguez _____
- Councilmember Marilyn Ruano _____

Passed and adopted on first reading this _____ day of March, 2019.

THIS SPACE INTENTIONALLY LEFT BLANK

SECOND READING

The foregoing ordinance was offered by Councilmember _____ who moved its adoption on first reading. The motion was seconded by Councilmember _____ and upon being put to a vote, the vote was as follows:

- Mayor Manny Cid _____
- Vice Mayor Nelson Rodriguez _____
- Councilmember Carlos O. Alvarez _____
- Councilmember Luis Collazo _____
- Councilmember Joshua Dieguez _____
- Councilmember Jeffery Rodriguez _____
- Councilmember Marilyn Ruano _____

Passed and adopted on first reading this _____ day of March, 2019.

Manny Cid
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

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

EXHIBIT “A”¹

Article III. OFFICERS AND EMPLOYEES

[...]

Section 2.55. - Town Manager

[...]

(c) *Selection*

[...]

(2) *Resolution adopting the Town Council workshop findings and appointing a Town Manager Selection Advisory Committee.* After the conclusion of the Town Council workshop, a resolution shall be adopted by the Town Council, at the next scheduled Town Council Meeting which shall include the findings of the workshop. Additionally, each Council Member shall appoint a resident of the Town of Miami Lakes, who shall have resided in the Town for a period of no less than two years, to serve as a member of a Town Manager Selection Advisory Committee. The Town Attorney, or the Town Attorney’s designee, shall serve as a non-voting member of the Town Manager Selection Advisory Committee to provide guidance and serve as a liaison between the committee and the Town.

(4) *Selection and Retention of a Search Firm:* The Town Council shall authorize staff to retain the services of a Search Firm to review potential Town Manager Candidates and prepare a list of fifteen (15) qualified candidates to be evaluated by the Town Manager Selection Advisory Committee. ~~The Town Attorney and the search firm, if any, otherwise, the Town HR liason will review all applications to ensure the applicants conformity to the minimum qualifications for the position of Town Manager and forward all conforming applications to the Selection Committee.~~ The Town Manager Selection Advisory Committee may interview some or all candidates with conforming application and present a short list of ~~five to~~ seven candidates, composed of five (5) with two (2) alternates, to the Town Council. Once the fifteen (15) candidates have been identified, the entire process should conclude within four (4) months. The Town Council shall take into consideration the Town Manager Selection Advisory Committee’s suggestion; however, the Town Council may consider other candidates that may or may not have been interviewed or considered by the Town Manager Selection Advisory Committee.

¹ Additions to the text are shown in underline and deletions from the text are shown in ~~strikethrough~~.



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Town Manager, Edward Pidermann
Subject: Picnic Park West Playground Improvements
Date: 4/9/2019

Recommendation:

It is recommended that the Town Council authorize the Town Manager to award contracts for the purchase and installation of Playground Safety Surface, New Swing Shade Structure, and a expression swing set at Miami Lakes Picnic Park West located at 15151 NW 82 AVE to Robertson Industries and Play-Power Inc not to exceed budgeted funds.

Background:

At the Council Meeting held on February 5, 2019, Councilman Carlos Alvarez made a motion to move \$75,000 from the FY 18-19 Carry-forward Budget amendment to fund the resurfacing of the playground at Picnic Park West which was approved via Ordinance 2019-237. Furthermore, as part of the Manager's Report at the following Council Meeting held on March 12, 2019, town staff provided an update on this project and shared that estimates for surfacing were lower than anticipated and presented the possibility of adding additional elements including a shade structure for the swing set, an additional universal ADA accessible and standard expression swing set with the bay.

In accordance with Section 7 of the Procurement Ordinance, the Town is recommending to "piggyback" NJPA Contract #030117-LTS awarded to Play Power for both the purchase/installation of Shade Structure and Swing Bay and City of Miami Contract #783382-24 awarded to Robertson Industries for the purchase and installation of Playground Safety Surface. Town Staff conducted market analysis and determined that the pricing under these contracts is the most advantageous procurement method available to the Town.

The total cost of this project with all elements listed above is \$85,966.66. Funds will be transferred from the Picnic Park West General Fund budget to cover the overage (\$10,966).

ATTACHMENTS:

Description

Resolution

Exhibit "A" Robertson

Exhibit "B" Play Power

RESOLUTION NO. 19-_____

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

WHEREAS, the Town of Miami Lakes (the "Town") has an immediate need for resurfacing of playground areas in order to ensure safety of its users at Picnic Park West; and

WHEREAS, on February 5, 2019, during the Town Council Meeting, Councilmember Carlos O. Alvarez motioned to move \$75,000.00 from the Fiscal Year 2018-19 Carry Forward Budget Amendment to fund the resurfacing of the playground at Picnic Park West, which was approved via Ordinance 2019-237; and

WHEREAS, on March 12, 2019, during the Town Council Meeting, Town Staff reported that estimates for resurfacing were lower than expected and suggested the addition of a shade structure and an ADA acceddible swing set; and

WHEREAS, Section 7 of the Town of Miami Lakes Ordinance 12-142 ("the Town's Procurement Ordinance") authorizes the purchase of goods and services from current contracts of other public, governmental, state/federal funded or non-profit entities, where the contracts have resulted from a formal competitive procurement process ("Piggy Back Contracts"); and

WHEREAS, the Town has discovered existing contracts, that were formally procured by the City of Miami and National Joint Powers Alliance (“NJPA”), also known as Sourcewell, for the resurfacing of the playground area and the installation of a shade structure and swingset, respectively; and

WHEREAS, in order to provide the Town the ability to access competitively priced playground resurfacing repair services and the installation of a shade structure and swingset, the Town Manager recommends Piggy Backing the City of Miami’s existing contract, attached hereto as Exhibit “A”, and Piggy Backing NJPA contract for the installation of a shade structure and swingset, attached hereto as Exhibit “B”; and

WHEREAS, the completion of both projects will require an expenditure of \$85,966.66; and

WHEREAS, Section 4 of Ordinance 2018-230 authorizes the Town Council to modify any department, category line, total or line item of the Budget by Resolution so long as the modification does not exceed the Town’s total budgeted funds for the Fiscal Year 2018-2019; and

WHEREAS, in order to cover the budgetary gap for this project, funds in the amount of \$10,966.00 will be transferred from the Picnic Park West General Fund to Capital Funds in order to complete this project; and

WHEREAS, the Town Council approves of the Town Manager’s recommendations and approves access the City of Miami Contract Number 783382-24, awarded to Robertson Industries for the purchase and installation of resurfacing equipment, and access to NJPA Contract Cumber 030117-LTS awarded to Play-Power, Inc. for the purchase and installation of a shade structure and swing bay.

**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 Contracts. The Town Council hereby approves the access to the City of Miami's Contract Number 783382-24 with Robertson Industries, Inc. for Rubber Resurfacing as included herein as Exhibit "A," and NJPA Contract Number 030117-LTS with Play-Power, Inc. for the purchase and installation of a shade structure and swing bay as included herein as Exhibit "B."

Section 3. Authorization of Town Officials. 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 City of Miami Contract Number 783382-24 with Robertson Industries, Inc. and NJPA Contract Number 030117-LTS with Play-Power, Inc. for the purchase and installation of a shade structure and swing bay.

Section 4. Authorization to Transfer Funds. The Town Manager and/or his designee are authorized to take all steps to implement the transfer of funds from the Picnic Park West General Fund to the Capital Funds in order to fund the contracts attached hereto as Exhibit "A" and Exhibit "B."

Section 5. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Town Manager by the Town's Procurement Ordinance, the Town Manager is authorized to expend budgeted funds to implement the terms and conditions of this Resolution, City of Miami Contract Number 783382-24 with Robertson Industries, Inc., and

NJPA Contract Number 030117-LTS with Play-Power, Inc. for the purchase and installation of a shade structure and swing bay.

Section 6. **Execution of the Contract.** The Town Manager is authorized to execute the Contracts in substantially the same form attached herein as Exhibits “A” with Robertson Industries, Inc. and Play-Power, Inc. in substantially the same form as attached herein as Exhibit “B.”

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

THIS SPACE INTENTIONALLY LEFT BLANK

Passed and adopted this _____ day of _____, 2019.

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

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

Manny Cid
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

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

EXHIBIT A

EXHIBIT B



Agreement

I. Parties

This Agreement, 2019-23 is made this ____ day of _____ 2019, by and between **Robertson Industries, Inc. ("Contractor")**, located at 2414 W 12th St. Ste 5, Tempe, AZ 85281 and the Town of Miami Lakes ("Town"), located at 6601 Main Street, Miami Lakes, FL 33014.

II. Recitals

Whereas the Town desires to enter into an agreement with Contractor for playground resurfacing services in an amount not to exceed budgeted funds; and

Whereas Contractor has agreed to provide said services to the Town in accordance with its contract with the City of Miami, dated August 30, 2018, except to the extent otherwise provided herein; and

Whereas the Town of Miami Lakes, with the Town Manager acting in accordance with Section 7 of the Town's Procurement Code, will enter into an agreement with Contractor, in accordance with the terms of Contract 783382(24), which is attached hereto as Exhibit "A" and made a part of this Agreement.

Therefore, both parties agree as follows:

III. Incorporation of Recitals

The provisions and recitals set forth above are hereby referred to and incorporated herein and made a part of this Agreement by reference.

IV. Products and Services

Contractor shall provide playground resurfacing services to the Town in accordance with the terms of the above referenced Contract. All other terms and conditions of said contract, a copy of which is attached hereto as Exhibit "A", are incorporated herein by reference, except to the extent otherwise provided herein.

V. Contract Modifications

The following contract modifications shall be made to the Agreement between the Town and Contractor from the Contract:

CONTRACT NUMBER

The Town of Miami Lakes' Playground Resurfacing agreement will be referenced as Contract #2019-23.



EFFECTIVE DATE

Month _____ Day _____ of 2019

SUBCONTRACTORS

Contractor shall not subcontract any of the Work to be performed under this Contract without prior approval of the Project Manager.

INVOICING

Contractor shall provide the Town with an invoice once per month for the goods delivered in the prior month. At a minimum the invoice must contain the following information:

- Name and address of the Contractor
- Purchase Order number
- Contract number
- Date of invoice
- Invoice numbers (Invoice numbers cannot be repeated)
- Work performed
- Timeframe covered by the invoice
- Location of Work performed
- Additional Services price allowed by Change Order and/or written agreement
- Total Value of invoice

Failure to include the above information will delay payment. 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 shall 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.

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Contractor shall be compensated at the prices specified in the Bid Form of the Contract.

INSURANCE

The Town of Miami Lakes shall be shown as the additional insured under the required insurance. Copies of such insurance must be provided to the Town prior to the commencement of any Work under this Agreement.

REPRESENTATION ON AUTHORITY OR PARTIES/SIGNATORIES



Each person signing this Agreement on behalf of an entity represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

VI. Points of Contact

The points of contact for the Town shall be:

Contract Management: Nathalie Garcia or designee, Procurement Specialist
(305) 364-6100 ext. 1166 GarciaN@miamilakes-fl.gov

Project Manager: Daniel Angel or Designee, Operations Business Manager
(305) 364-6100 ext. 1131 AngelD@miamilakes-fl.gov

The point of contact for **Contractor** shall be:

Name: Glenn Haab, email: ghaab@toturf.com
Title: FL Sales Mgr, phone: 954-882-1366

Robertson Industries Inc

Contractor

Town of Miami Lakes

Richard Hawley
Signature

Edward Pidermann, Town Manager

Richard Hawley
Name (Print)

VP of Sales
Title

Attest:

Gina Inguanzo, Town Clerk



CORPORATE RESOLUTION

WHEREAS, Robertson Industries Inc, Inc. desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the Agreement 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 VP of Sales,
(type title of officer)

Richard Hawley, 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 Agreement to which this resolution is attached.

DATED this 18th day of March, 2019.

Corporate Secretary

(Corporate Seal)



Exhibit "A"
CONTRACT 783382(24)
Poured-In-Place Rubber Surface Repair Services

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

City of Miami

CONTRACT AWARD

Procurement Department

IFB NO.: 783382(24)
DESCRIPTION: POURED-IN-PLACE RUBBER SURFACE REPAIR SERVICES
TERM OF CONTRACT: THREE (3) YEARS WITH THE OPTION TO RENEW FOR THREE (3) ADDITIONAL ONE (1) YEAR PERIODS
CONTRACT PERIOD: AUGUST 30, 2018 THROUGH AUGUST 29, 2021
COMMODITY CODE: 91394-00

SECTION #1 – VENDOR AWARD

Robertson Industries, Inc.
2414 W. 12th Street, Suite 5
Tempe, AZ 85281
Contact: Gleen Haab
Phone: (954) 882-1366
Email: ghaab@totturf.com

Leadex Corporation
1581 NW 88th Avenue
Doral, FL 33172
Contact: Frank Fonseca
Phone: (305) 266-2028
Email: frank@leadexcorp.com

SECTION #2 – AWARD/BACKGROUND INFORMATION/APPLICABLE ORDINANCES/NOTES

C.C. AWARD DATE:	JULY 26, 2018	AMENDED AMOUNT:	N/A
RESOLUTION NO:	18-0342	INSURANCE REQUIREMENTS:	YES
FILE ID:	4230	PERFORMANCE BOND:	N/A
ANNUAL CONTRACT AMOUNT:	N/A	APPLICABLE ORDINANCES:	N/A

Notes: CONTRACT PERIOD: AUGUST 30, 2018 THROUGH AUGUST 29, 2021

SECTION #3 – REQUESTING DEPARTMENT

CITY OF MIAMI, DEPARTMENT OF PARKS AND RECREATION
Contract Administrator: Vladimir Jeannot
Phone: (305) 416-1780

SECTION #4 – PROCURING AGENCY

CITY OF MIAMI, DEPARTMENT OF PROCUREMENT
Buyer: Victoria Giraldo
Phone: (305) 416-1916

Prepared By: Aimee Gandarilla, 8/15/18

A CONTRACT AWARD SHEET INSTRUCTIONAL GUIDE TO ASSIST YOU WITH THE INFORMATION CONTAINED HEREIN IS AVAILABLE IN THE ISUPPLIER INFORMATION SECTION OF OUR WEBPAGE AT: WWW.MIAMIGOV.COM/PROCUREMENT

**Installation / Maintenance / Repair of Poured-In-Place Rubber Surfacing System
 BID PRICING SHEET**

Item No.	Description	Unit Of Measure	200 sq ft to 1000 sq ft	1001 sq ft to 2000 sq ft	2001 sq ft to 3000 sq ft	3001 sq ft to 4000 sq ft	4001 sq ft to 5500 sq ft
1	0.5" wear course retop over existing PIP surfacing	Sq Ft	7.29	6.89	6.68	6.63	6.19
2	1.5" Re-New retop (1" buffings + new 0.5" wear course) install over existing PIP surfacing	Sq Ft	13.50	12.50	12.00	10.95	9.95
3	Maintenance Roll Coat (Aromatic) includes 100 Sq. Ft. of wear course repairs per pad	Sq Ft	6.90	6.50	6.25	6.00	5.75

Patch repairs

		Up to 200 sq ft		201 to 350 sq ft	
4	1/2" wear course patch work	Sq Ft	29.20	17.75	

Edge repairs

		Up to 100 LFT		101 to 250 LFT		251 to 350 LFT	
5	edge repair up to 12" wide	LFT (linear feet)	32.75	29.75	26.50		

Misc

		Up to 250 LFT		Over 250 LFT	
6	4" x 6" concrete curbing	LFT	17.50	15.50	

Labor Rate

		Per Hour Rate	
7	Installation/Repair Labor Rate	Hour	65.00

* Labor rate includes all materials, labor, tools, equipment, transportation, etc. and all things necessary to execute, complete, and deliver the work requested by the User Department.

LES DEX Corporation
[Signature] 4/10/18

Robertson Industries Inc

9422

**Installation / Maintenance / Repair of Poured-in-Place Rubber Surfacing System
 BID PRICING SHEET**

Item No.	Description	Unit Of Measure	200 sq ft to 1000 sq ft	1001 sq ft to 2000 sq ft	2001 sq ft to 3000 sq ft	3001 sq ft to 4000 sq ft	4001 sq ft to 5500 sq ft
1	0.5" wear course retop over existing PIP surfacing	Sq Ft	*9.65	*7.37	*6.40	*6.04	*5.75
2	1.5" Re-New retop (1" buffings + new 0.5" wear course) install over existing PIP surfacing	Sq Ft	*13.74	*11.81	*10.66	*10.25	*9.98
3	Maintenance Roll Coat (Aromatic) includes 100 Sq. Ft. of wear course repairs per pad	Sq Ft	*16.23	*4.48	*3.15	*2.68	*2.30

Patch repairs

				Up to 200 sq ft	201 to 350 sq ft
4	1/2" wear course patch work	Sq Ft		*28.99	*22.15

Edge repairs

				Up to 100 LFT	101 to 250 LFT	251 to 350 LFT
5	edge repair up to 12" wide	LFT (linear feet)		*46.48	*35.92	*20.50

Misc

				Up to 250 LFT	Over 250 LFT
6	4" x 6" concrete curbing	LFT		*18.75	*17.65

Labor Rate

				Per Hour Rate
7	Installation/Repair Labor Rate	Hour		N/A <i>included in ABOVE</i>

* Labor rate includes all materials, labor, tools, equipment, transportation, etc. and all things necessary to execute, complete, and deliver the work requested by the User Department.



Miami
FL

Resolution
R-18-0342

A RESOLUTION OF THE MIAMI CITY COMMISSION ACCEPTING THE BIDS RECEIVED APRIL 10, 2018, PURSUANT TO INVITATION FOR BID ("IFB") NO. 783382, TO ESTABLISH A PRE-QUALIFIED POOL, FOR POURED-IN-PLACE RUBBER SURFACING REPAIR SERVICES FROM ROBERTSON INDUSTRIES, INC. ("ROBERTSON"), AND LEADDEX CORPORATION ("LEADDEX"), THE TWO MOST (2) RESPONSIVE AND RESPONSIBLE BIDDERS, FOR THE PARKS AND RECREATION DEPARTMENT ("PARKS"), ON AN AS-NEEDED BASIS, FOR AN INITIAL PERIOD OF THREE (3) YEARS, WITH THE OPTION TO RENEW FOR THREE (3) ADDITIONAL ONE (1) YEAR PERIODS; ALLOCATING FUNDS FROM THE PARKS GENERAL FUND AND OTHER FUNDING SOURCES, SUBJECT TO THE AVAILABILITY OF FUNDS AND BUDGETARY APPROVAL AT THE TIME OF NEED; AUTHORIZING THE CITY MANAGER TO ADD SUPPLIERS TO THE CONTRACT AS DEEMED NECESSARY BY THE CITY; FURTHER AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE ALL OTHER DOCUMENTS, INCLUDING ANY AMENDMENTS, RENEWALS, AND EXTENSIONS, SUBJECT TO ALLOCATIONS, APPROPRIATIONS, AND BUDGETARY APPROVAL HAVING BEEN PREVIOUSLY MADE, AND IN COMPLIANCE WITH APPLICABLE PROVISIONS OF THE CODE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED, ("CITY CODE"), INCLUDING THE CITY OF MIAMI'S PROCUREMENT ORDINANCE, ANTI-DEFICIENCY ACT, AND FINANCIAL INTEGRITY PRINCIPLES, ALL AS SET FORTH IN CHAPTER 18 OF THE CITY CODE, IN A FORM ACCEPTABLE TO THE CITY ATTORNEY, AND IN COMPLIANCE WITH APPLICABLE REGULATIONS, AS MAY BE NECESSARY FOR SAID PURPOSE.

Information

Department: Department of Parks and Recreation
Sponsors:
Category: Procurement Resolutions Category

Attachments

- Agenda Summary and Legislation
- 4230 Memo - Manager's Approval
- 4230 Corporate Detail
- 4230 Bid Responses
- 4230 Invitation for Bid

Financial Impact

\$275,000 Annually (Approximately \$1,650,000 for six (6) years in the aggregate) General Account No: General Fund and other funding sources

Body/Legislation

WHEREAS, the City of Miami ("City") Parks has a need for poured-in-place rubber surfacing repair services; and

WHEREAS, on March 16, 2018, the Department of Procurement ("Procurement") issued Invitation for Bid ("IFB") No. 783382 to establish a pre-qualified pool for poured-in-place rubber surfacing repair services on an as needed basis;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated as if fully set forth in this Section.

Section 2. The bids received April 10, 2018, pursuant to IFB No. 783382, to establish a pre-qualified pool for the purchase of poured-in-place rubber surfacing repair services from Robertson Industries, Inc. ("Robertson") and Leadex Corporation ("Leadex"), the two most (2) responsive and responsible bidders, on an as-needed basis, for an initial period of three (3) years, with the option to renew for three (3) additional one (1) year periods, are accepted.

Section 3. Funds to be allocated from the Parks General Fund and other funding sources, subject to the availability of funds and budgetary approval at the time of need.

Section 4. The City Manager is authorized[1] to negotiate and execute all other documents, including any amendments, renewals, and extensions, subject to allocations, appropriations, and budgetary approval having been previously made, and in compliance with applicable provisions of the Code of the City of Miami, Florida, as amended, ("City Code"), including, the City's Procurement Ordinance, Anti-Deficiency Act, and Financial Integrity Principles, all as set forth in Chapter 18 of the City Code, in a form acceptable to the City Attorney, and in compliance with applicable regulations, as may be necessary for said purpose.

Section 5. The City Manager is further authorized¹ to add suppliers to the contract as deemed necessary by the City.

Section 6. This Resolution shall become effective immediately upon its adoption and signature of the Mayor.[2]

[1] The herein authorization is further subject to compliance with all requirements that may be imposed by the City Attorney, including but not limited to, those prescribed by applicable City Charter and City Code provisions.

[2] If the Mayor does not sign this Resolution, it shall become effective at the end of ten (10) calendar days from the date it was passed and adopted. If the Mayor vetoes this Resolution, it shall become effective immediately upon override of the veto by the City Commission.

Select Language ▼

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AGENDA ITEM SUMMARY FORM

File ID: #4230

Date: 06/07/2018

Requesting Department: Department of Parks and Recreation

Commission Meeting Date: 07/26/2018

Sponsored By:

District Impacted: All

Type: Resolution

Subject: Invitation for Bid - Poured-In-Place Rubber Surface Repair Services

Purpose of Item:

The nature of this item is to establish a resolution of the Miami City Commission, pursuant to IFB 783382 to establish a Pre-qualified Pool for poured-in-place rubber surface repair services for the Parks and Recreation Department ("Parks"), on an as needed basis, with various vendors Robertson Industries, Inc., ("Robertson") and Leadex Corporation ("Leadex"), for an initial contract term of three (3) years, with the option to renew for three (3) additional one (1) year periods. Authorizing the City Manager to add suppliers to the contract as deemed necessary by the City. Further authorizing the City Manager to negotiate and execute all other documents, including any amendments, renewals, and extensions, subject to allocations, appropriations and budgetary approval having been previously made, and in compliance with applicable provisions of the Code of the City of Miami, Florida, as amended, ("City Code"), including, the City of Miami's Procurement Ordinance, Anti-deficiency Act, and Financial Integrity Principles, all as set forth in Chapter 18 of the City Code, in a form acceptable to the City Attorney, and in compliance with applicable regulations, as may be necessary for said purpose.

Background of Item:

On March 16, 2018, the Procurement Department ("Procurement") issued IFB No. 783382. As required by the Procurement Code, the IFB was advertised and issued online. On April 10, 2018, at the bid closing, three (3) bids were received. All bids were evaluated; one bid from No-Fault Group, Inc. was deemed non-responsive for qualifying their pricing. Procurement is recommending award for the Pre-qualified Pool to Robertson, and Leadex, which met all requirements, per bid specifications. The estimated contract amount is \$275,000 annually, and \$1,650,000 for all six (6) years in the aggregate.

Budget Impact Analysis

Item is an Expenditure
Item is NOT Related to Revenue
Item is NOT funded by Bonds

Total Fiscal Impact:

\$275,000 Annually (Approximately \$1,650,000 for six (6) years in the aggregate)

General Account No: General Fund and other funding sources

Reviewed By

Department of Parks and Recreation	Kevin M Kirwin	Department Head Review	Completed	06/08/2018 8:38 AM
Office of Management and Budget	Luis Hernandez-Torres	Budget Analyst Review	Completed	06/18/2018 3:22 PM
Office of Management and Budget	Christopher M Rose	Budget Review	Completed	06/19/2018 1:11 PM
Department of Procurement	Annie Perez	Procurement Review	Completed	06/25/2018 9:04 AM
City Manager's Office	Nzeribe Ihekweba	Assistant City Manager Review	Completed	06/26/2018 3:38 PM
Legislative Division	Valentin J Alvarez	Legislative Division Review	Completed	06/26/2018 3:38 PM
City Manager's Office	Miriam Arcia	City Manager Review	Completed	06/27/2018 11:40 AM
Office of the City Attorney	Valentin J Alvarez	Deputy City Attorney Review	Skipped	06/29/2018 11:16 AM
Office of the City Attorney	Victoria Méndez	Approved Form and Correctness	Completed	06/29/2018 11:33 AM
City Commission	Todd B. Hannon	Meeting	Pending	07/26/2018 9:00 AM



City of Miami
Legislation
Resolution

City Hall
3500 Pan American Drive
Miami, FL 33133
www.miamigov.com

File Number: 4230

Final Action Date:

A RESOLUTION OF THE MIAMI CITY COMMISSION ACCEPTING THE BIDS RECEIVED APRIL 10, 2018, PURSUANT TO INVITATION FOR BID ("IFB") NO. 783382, TO ESTABLISH A PRE-QUALIFIED POOL, FOR POURED-IN-PLACE RUBBER SURFACING REPAIR SERVICES FROM ROBERTSON INDUSTRIES, INC. ("ROBERTSON"), AND LEADDEX CORPORATION ("LEADDEX"), THE TWO MOST (2) RESPONSIVE AND RESPONSIBLE BIDDERS, FOR THE PARKS AND RECREATION DEPARTMENT ("PARKS"), ON AN AS-NEEDED BASIS, FOR AN INITIAL PERIOD OF THREE (3) YEARS, WITH THE OPTION TO RENEW FOR THREE (3) ADDITIONAL ONE (1) YEAR PERIODS; ALLOCATING FUNDS FROM THE PARKS GENERAL FUND AND OTHER FUNDING SOURCES, SUBJECT TO THE AVAILABILITY OF FUNDS AND BUDGETARY APPROVAL AT THE TIME OF NEED; AUTHORIZING THE CITY MANAGER TO ADD SUPPLIERS TO THE CONTRACT AS DEEMED NECESSARY BY THE CITY; FURTHER AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE ALL OTHER DOCUMENTS, INCLUDING ANY AMENDMENTS, RENEWALS, AND EXTENSIONS, SUBJECT TO ALLOCATIONS, APPROPRIATIONS, AND BUDGETARY APPROVAL HAVING BEEN PREVIOUSLY MADE, AND IN COMPLIANCE WITH APPLICABLE PROVISIONS OF THE CODE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED, ("CITY CODE"), INCLUDING THE CITY OF MIAMI'S PROCUREMENT ORDINANCE, ANTI-DEFICIENCY ACT, AND FINANCIAL INTEGRITY PRINCIPLES, ALL AS SET FORTH IN CHAPTER 18 OF THE CITY CODE, IN A FORM ACCEPTABLE TO THE CITY ATTORNEY, AND IN COMPLIANCE WITH APPLICABLE REGULATIONS, AS MAY BE NECESSARY FOR SAID PURPOSE.

WHEREAS, the City of Miami ("City") Parks has a need for poured-in-place rubber surfacing repair services; and

WHEREAS, on March 16, 2018, the Department of Procurement ("Procurement") issued Invitation for Bid ("IFB") No. 783382 to establish a pre-qualified pool for poured-in-place rubber surfacing repair services on an as needed basis;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated as if fully set forth in this Section.

Section 2. The bids received April 10, 2018, pursuant to IFB No. 783382, to establish a pre-qualified pool for the purchase of poured-in-place rubber surfacing repair services from Robertson Industries, Inc. ("Robertson") and Leadex Corporation ("Leadex"), the two most (2) responsive and responsible bidders, on an as-needed basis, for an initial period of three (3) years, with the option to renew for three (3) additional one (1) year periods, are accepted.

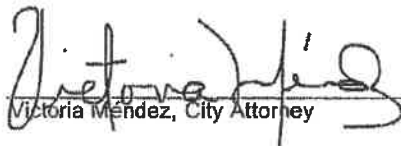
Section 3. Funds to be allocated from the Parks General Fund and other funding sources, subject to the availability of funds and budgetary approval at the time of need.

Section 4. The City Manager is authorized¹ to negotiate and execute all other documents, including any amendments, renewals, and extensions, subject to allocations, appropriations, and budgetary approval having been previously made, and in compliance with applicable provisions of the Code of the City of Miami, Florida, as amended, ("City Code"), including, the City's Procurement Ordinance, Anti-Deficiency Act, and Financial Integrity Principles, all as set forth in Chapter 18 of the City Code, in a form acceptable to the City Attorney, and in compliance with applicable regulations, as may be necessary for said purpose.

Section 5. The City Manager is further authorized¹ to add suppliers to the contract as deemed necessary by the City.

Section 6. This Resolution shall become effective immediately upon its adoption and signature of the Mayor.²

APPROVED AS TO FORM AND CORRECTNESS:


Victoria Méndez, City Attorney 6/29/2018

¹ The herein authorization is further subject to compliance with all requirements that may be imposed by the City Attorney, including but not limited to, those prescribed by applicable City Charter and City Code provisions.

² If the Mayor does not sign this Resolution, it shall become effective at the end of ten (10) calendar days from the date it was passed and adopted. If the Mayor vetoes this Resolution, it shall become effective immediately upon override of the veto by the City Commission.



City of Miami

Procurement Department

Miami Riverside Center

444 SW 2nd Avenue, 6th Floor

Miami, Florida 33130

Web Site Address: www.miamigov.com/procurement

Number:	783382
Title:	Invitation for Bid for Poured-In-Place Rubber Surface Repair Services
Issue Date/Time:	16-MAR-2018
Closing Date/Time:	04/10/2018 @ 11:00:00
Pre-Bid/Pre-Proposal Conference:	Voluntary
Pre-Bid/Pre-Proposal Date/Time:	March 28,2018 at 10:00 a.m.
Pre-Bid/Pre-Proposal Location:	City of Miami MRC Building 6th floor South.
Deadline for Request for Clarification:	Monday, April 2,2018 at 2:00 p.m.
Contracting Officer:	Giraldo, Victoria
Hard Copy Submittal Location:	City of Miami - City Clerk 3500 Pan American Drive Miami FL 33133 US
Contracting Officer E-Mail Address:	VictoriaGiraldo@miamigov.com
Contracting Officer Facsimile:	305-400-5361

Certification Statement

Please quote on this form, if applicable, net prices for the item(s) listed. Return signed original and retain a copy for your files. Prices should include all costs, including transportation to destination. The City reserves the right to accept or reject all or any part of this submission. Prices should be firm for a minimum of 180 days following the time set for closing of the submissions.

In the event of errors in extension of totals, the unit prices shall govern in determining the quoted prices.

We (I) certify that we have read your solicitation, completed the necessary documents, and propose to furnish and deliver, F.O.B. DESTINATION, the items or services specified herein.

~~The undersigned hereby certifies that neither the contractual party nor any of its principal owners or personnel have been convicted of any of the violations, or debarred or suspended as set in section 18-107 or Ordinance No. 12271.~~

All exceptions to this submission have been documented in the section below (refer to paragraph and section).

EXCEPTIONS:

We (I) certify that any and all information contained in this submission is true; and we (I) further certify that this submission is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a submission for the same materials, supplies, equipment, or service, and is in all respects fair and without collusion or fraud. We (I) agree to abide by all terms and conditions of this solicitation and certify that I am authorized to sign this submission for the submitter. Please print the following and sign your name:

PROPOSER NAME: Robertson Industries, Inc
ADDRESS: 2414 W. 12th St, Ste 5, Tempe, AZ 85281
PHONE: 800-858-0519 FAX: 602-340-0402
EMAIL: ghaab@toturf.com CELL(Optional): 954-882-1366
SIGNED BY: Phaul Hawley
TITLE: VP of Sales DATE: 3-19-19

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM SHALL DISQUALIFY THIS RESPONSE.

Line: 1

Description: **BIDDERS ARE NOT REQUIRED TO ENTER A UNIT PRICE ON THIS LINE. BIDDERS SHALL SUBMIT THEIR BID PRICES UTILIZING ATTACHMENT B - BID PRICE SHEET, LOCATED UNDER THE HEADER AND ATTACHMENTS SECTION OF THIS SOLICITATION IN THE ISUPPLIER SOURCING SYSTEM.**

Category: 91394-00

Unit of Measure: Dollar

Unit Price: \$ _____

Number of Units: 1

Total: \$ _____

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Terms and Conditions

1. General Conditions

1.1. GENERAL TERMS AND CONDITIONS

Intent: The General Terms and Conditions described herein apply to the acquisition of goods/equipment/services with an estimated aggregate cost of \$25,000.00 or more.

Definition: A formal solicitation is defined as issuance of an Invitation for Bids, Request for Proposals, Request for Qualifications, or Request for Letters of Interest pursuant to the City of Miami Procurement Code and/or Florida Law, as amended. Formal Solicitation and Solicitation shall be defined in the same manner herein.

1.1. ACCEPTANCE OF GOODS OR EQUIPMENT - Any good(s) or equipment delivered under this formal solicitation, if applicable, shall remain the property of the seller until a physical inspection and actual usage of the good is made, and thereafter is accepted as satisfactory to the City. It must comply with the terms herein and be fully in accordance with specifications and of the highest quality. In the event the goods/equipment supplied to the City are found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the Contractor and return the product to the Contractor at the Contractor's expense.

1.2. ACCEPTANCE OF OFFER - The signed or electronic submission of your solicitation response shall be considered an offer on the part of the bidder/proposer; such offer shall be deemed accepted upon issuance by the City of a purchase order.

1.3. ACCEPTANCE/REJECTION - The City reserves the right to accept or reject any or all responses or parts of after opening/closing date and request re-issuance on the goods/services described in the formal solicitation. In the event of such rejection, the Director of Purchasing shall notify all affected bidders/proposers and make available a written explanation for the rejection. The City also reserves the right to reject the response of any bidder/proposer who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time contracts of a similar nature, and who is not in a position to perform the requirements defined in this formal solicitation. The City further reserves the right to waive any irregularities or minor informalities or technicalities in any or all responses and may, at its discretion, re-issue this formal solicitation.

1.4. ADDENDA - It is the bidder's/proposer's responsibility to ensure receipt of all Addenda. Addenda are available at the City's website at: <http://www.ci.miami.fl.us/procurement>

1.5. ALTERNATE RESPONSES WILL NOT BE CONSIDERED.

1.6. ASSIGNMENT - Contractor agrees not to subcontract, assign, transfer, convey, sublet, or otherwise dispose of the resulting Contract, or any or all of its right, title or interest herein, without City of Miami's prior written consent.

1.7. ATTORNEY'S FEES - In connection with any litigation, mediation and arbitration arising out of this Contract, each party shall bear their own attorney's fees through and including appellate litigation and any post-judgment proceedings.

1.8. AUDIT RIGHTS AND RECORDS RETENTION - The Successful Bidder/Proposer agrees to provide access at all reasonable times to the City, or to any of its duly authorized representatives, to any books, documents, papers, and records of Contractor which are directly pertinent to this formal solicitation, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Bidder/Proposer shall maintain and retain any and all of

the books, documents, papers and records pertinent to the Contract for three (3) years after the City makes final payment and all other pending matters are closed. Contractor's failure to or refusal to comply with this condition shall result in the immediate cancellation of this contract by the City.

1.9. AVAILABILITY OF CONTRACT STATE-WIDE - Any Governmental, not-for-profit or quasi-governmental entity in the State of Florida, may avail itself of this contract and purchase any and all goods/services, specified herein from the successful bidder(s)/proposer(s) at the contract price(s) established herein, when permissible by federal, state, and local laws, rules, and regulations.

Each Governmental, not-for-profit or quasi-governmental entity which uses this formal solicitation and resulting bid contract or agreement will establish its own contract/agreement, place its own orders, issue its own purchase orders, be invoiced there from and make its own payments, determine shipping terms and issue its own exemption certificates as required by the successful bidder(s)/proposer(s).

1.10. AWARD OF CONTRACT:

- A.** The Formal Solicitation, Bidder's/Proposer's response, any addenda issued, and the purchase order shall constitute the entire contract, unless modified in accordance with any ensuing contract/agreement, amendment or addenda.
- B.** The award of a contract where there are Tie Bids will be decided by the Director of Purchasing or designee in the instance that Tie Bids can't be determined by applying Florida Statute 287.087, Preference to Businesses with Drug-Free Workplace Programs.
- C.** The award of this contract may be preconditioned on the subsequent submission of other documents as specified in the Special Conditions or Technical Specifications. Bidder/Proposer shall be in default of its contractual obligation if such documents are not submitted in a timely manner and in the form required by the City. Where Bidder/Proposer is in default of these contractual requirements, the City, through action taken by the Purchasing Department, will void its acceptance of the Bidder's/Proposer's Response and may accept the Response from the next lowest responsive, responsible Bidder or Proposal most advantageous to the City or re-solicit the City's requirements. The City, at its sole discretion, may seek monetary restitution from Bidder/Proposer and its bid/proposal bond or guaranty, if applicable, as a result of damages or increased costs sustained as a result of the Bidder's/Proposer's default.
- D.** The term of the contract shall be specified in one of three documents which shall be issued to the successful Bidder/Proposer. These documents may either be a purchase order, notice of award and/or contract award sheet.
- E.** The City reserves the right to automatically extend this contract for up to one hundred twenty (120) calendar days beyond the stated contract term in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated, and/or awarded. If the right is exercised, the City shall notify the Bidder/Proposer, in writing, of its intent to extend the contract at the same price, terms and conditions for a specific number of days. Additional extensions over the first one hundred twenty (120) day extension may occur, if, the City and the Successful Bidder/Proposer are in mutual agreement of such extensions.
- F.** Where the contract involves a single shipment of goods to the City, the contract term shall conclude upon completion of the expressed or implied warranty periods.
- G.** The City reserves the right to award the contract on a split-order, lump sum or individual-item basis, or such combination as shall best serve the interests of the City unless otherwise specified.
- H.** A Contract/Agreement may be awarded to the Bidder/Proposer by the City Commission based upon the minimum qualification requirements reflected herein. As a result of a RFP, RFQ, or RFLI, the City reserves the right to execute or not execute, as applicable, an Agreement with the Proposer, whichever is determined to be in the

City's best interests. Such agreement will be furnished by the City, will contain certain terms as are in the City's best interests, and will be subject to approval as to legal form by the City Attorney.

1.11. BID BOND/ BID SECURITY - A cashier's or certified check, or a Bid Bond signed by a recognized surety company that is licensed to do business in the State of Florida, payable to the City of Miami, for the amount bid is required from all bidders/proposers, if so indicated under the Special Conditions. This check or bond guarantees that a bidder/proposer will accept the order or contract/agreement, as bid/proposed, if it is awarded to bidder/proposer. Bidder/Proposer shall forfeit bid deposit to the City should City award contract/agreement to Bidder/Proposer and Bidder/Proposer fails to accept the award. The City reserves the right to reject any and all surety tendered to the City. Bid deposits are returned to unsuccessful bidders/proposers within ten (10) days after the award and successful bidder's/proposer's acceptance of award. If sixty (60) days have passed after the date of the formal solicitation closing date, and no contract has been awarded, all bid deposits will be returned on demand.

1.12. RESPONSE FORM (HARDCOPY FORMAT) - All forms should be completed, signed and submitted accordingly.

1.13. BID SECURITY FORFEITED LIQUIDATED DAMAGES - Failure to execute an Agreement and/or file an acceptable Performance Bond, when required, as provided herein, shall be just cause for the annulment of the award and the forfeiture of the Bid Security to the City, which forfeiture shall be considered, not as a penalty, but in mitigation of damages sustained. Award may then be made to the next lowest responsive, responsible Bidder or Proposal most advantageous to the City or all responses may be rejected.

1.14. BRAND NAMES - If and wherever in the specifications brand names, makes, models, names of any manufacturers, trade names, or bidder/proposer catalog numbers are specified, it is for the purpose of establishing the type, function, minimum standard of design, efficiency, grade or quality of goods only. When the City does not wish to rule out other competitors' brands or makes, the phrase "OR EQUAL" is added. When bidding/proposing an approved equal, Bidders/Proposers will submit, with their response, complete sets of necessary data (factory information sheets, specifications, brochures, etc.) in order for the City to evaluate and determine the equality of the item(s) bid/proposed. The City shall be the sole judge of equality and its decision shall be final. Unless otherwise specified, evidence in the form of samples may be requested if the proposed brand is other than specified by the City. Such samples are to be furnished after formal solicitation opening/closing only upon request of the City. If samples should be requested, such samples must be received by the City no later than seven (7) calendar days after a formal request is made.

1.15. CANCELLATION - The City reserves the right to cancel all formal solicitations before its opening/closing. In the event of bid/proposal cancellation, the Director of Purchasing shall notify all prospective bidders/proposers and make available a written explanation for the cancellation.

1.16. CAPITAL EXPENDITURES - Contractor understands that any capital expenditures that the firm makes, or prepares to make, in order to deliver/perform the goods/services required by the City, is a business risk which the contractor must assume. The City will not be obligated to reimburse amortized or unamortized capital expenditures, or to maintain the approved status of any contractor. If contractor has been unable to recoup its capital expenditures during the time it is rendering such goods/services, it shall not have any claim upon the City.

1.17. CITY NOT LIABLE FOR DELAYS - It is further expressly agreed that in no event shall the City be liable for, or responsible to, the Bidder/Proposer/Consultant, any sub-contractor/sub-consultant, or to any other person for, or on account of, any stoppages or delay in the work herein provided for by injunction or other legal or equitable proceedings or on account of any delay for any cause over which the City has no control.

1.18. COLLUSION - Bidder/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 items/services or with the City of Miami's Purchasing Department or initiating department. The Bidder/Proposer certifies that its response is fair, without control, collusion, fraud or other illegal action. Bidder/Proposer certifies that it is in compliance with the Conflict of Interest and Code of Ethics Laws. The City will investigate all potential situations where collusion may have occurred and the City reserves the right to reject any and all bids/responses where collusion may have occurred.

1.19. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS - Contractor understands that contracts between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, records keeping, etc. City and Contractor agree to comply with and observe all applicable laws, codes and ordinances as that may in any way affect the goods or equipment offered, including but not limited to:

- A. Executive Order 11246, which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, the following: employment practices, rate of pay or other compensation methods, and training selection.
- B. Occupational, Safety and Health Act (OSHA), as applicable to this Formal Solicitation.
- C. The State of Florida Statutes, Section 287.133(3)(A) on Public Entity Crimes.
- D. Environment Protection Agency (EPA), as applicable to this Formal Solicitation.
- E. Uniform Commercial Code (Florida Statutes, Chapter 672).
- F. Americans with Disabilities Act of 1990, as amended.
- G. National Institute of Occupational Safety Hazards (NIOSH), as applicable to this Formal Solicitation.
- H. National Forest Products Association (NFPA), as applicable to this Formal Solicitation.
- I. City Procurement Ordinance City Code Section 18, Article III.
- J. Conflict of Interest, City Code Section 2-611;61.
- K. Cone of Silence, City Code Section 18-74.
- L. The Florida Statutes Sections 218.73 and 218.74 on Prompt Payment.

Lack of knowledge by the bidder/proposer will in no way be a cause for relief from responsibility. Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s).

Copies of the City Ordinances may be obtained from the City Clerk's Office.

1.20. CONE OF SILENCE - Pursuant to Section 18-74 of the City of Miami Code, a "Cone of Silence" is imposed upon each RFP, RFQ, RFLI, or IFB after advertisement and terminates at the time the City Manager issues a written recommendation to the Miami City Commission. The Cone of Silence shall be applicable only to Contracts for the provision of goods and services and public works or improvements for amounts greater than \$200,000. The Cone of Silence prohibits any communication regarding RFPs, RFQs, RFLI or IFBs (bids) between, among others:

Potential vendors, service providers, bidders, lobbyists or consultants and the City's professional staff including, but not limited to, the City Manager and the City Manager's staff; the Mayor, City Commissioners, or their respective staffs and any member of the respective selection/evaluation committee.

The provision does not apply to, among other communications:

Oral communications with the City purchasing staff, provided the communication is limited strictly to matters of process or procedure already contained in the formal solicitation document; the provisions of the Cone of Silence do not apply to oral communications at duly noticed site visits/inspections, pre-proposal or pre-bid conferences, oral presentations before selection/evaluation committees, contract negotiations during any duly noticed public meeting, or public presentations made to the Miami City Commission during a duly noticed public meeting; or communications in writing or by email at any time with any City employee, official or member of the City Commission unless specifically prohibited by the applicable RFP, RFQ, RFLI or IFB (bid) documents (See Section 2.2. of the Special Conditions); or communications in connection with the collection of industry comments or the performance of market research regarding a particular RFP, RFQ, RFLI OR IFB by City Purchasing staff.

Proposers or bidders must file a copy of any written communications with the Office of the City Clerk, which shall be made available to any person upon request. The City shall respond in writing and file a copy with the Office of the City Clerk (clerks@miamigov.com), which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Office of the City Clerk.

In addition to any other penalties provided by law, violation of the Cone of Silence by any proposer or bidder shall render any award voidable. A violation by a particular Bidder, Proposer, Offeror, Respondent, lobbyist or consultant shall subject same to potential penalties pursuant to the City Code. Any person having personal knowledge of a violation of these provisions shall report such violation to the State Attorney and/or may file a complaint with the Ethics Commission. Proposers or bidders should reference Section 18-74 of the City of Miami Code for further clarification.

This language is only a summary of the key provisions of the Cone of Silence. Please review City of Miami Code Section 18-74 for a complete and thorough description of the Cone of Silence. You may contact the City Clerk at 305-250-5360, to obtain a copy of same.

1.21. CONFIDENTIALITY - As a political subdivision, the City of Miami is subject to the Florida Sunshine Act and Public Records Law. If this Contract/Agreement contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

1.22. CONFLICT OF INTEREST – Bidders/Proposers, by responding to this Formal Solicitation, certify that to the best of their knowledge or belief, no elected/appointed official or employee of the City of Miami is financially interested, directly or indirectly, in the purchase of goods/services specified in this Formal Solicitation. Any such interests on the part of the Bidder/Proposer or its employees must be disclosed in writing to the City. Further, you must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in your firm.

A. Bidder/Proposer further agrees not to use or attempt to use any knowledge, property or resource which may be within his/her/its trust, or perform his/her/its duties, to secure a special privilege, benefit, or exemption for himself/herself/itself, or others. Bidder/Proposer may not disclose or use information not available to members of the general public and gained by reason of his/her/its position, except for information relating exclusively to governmental practices, for his/her/its personal gain or benefit or for the personal gain or benefit of any other person or business entity.

B. Bidder/Proposer hereby acknowledges that he/she/it has not contracted or transacted any business with the City or any person or agency acting for the City, and has not appeared in representation of any third party before any board, commission or agency of the City within the past two years. Bidder/Proposer further warrants that he/she/it is not related, specifically the spouse, son, daughter, parent, brother or sister, to: (i) any member of the commission; (ii) the mayor; (iii) any city employee; or (iv) any member of any board or agency of the City.

C. A violation of this section may subject the Bidder/Proposer to immediate termination of any professional services agreement with the City, imposition of the maximum fine and/or any penalties allowed by law.

Additionally, violations may be considered by and subject to action by the Miami-Dade County Commission on Ethics.

1.23. COPYRIGHT OR PATENT RIGHTS – Bidders/Proposers warrant that there has been no violation of copyright or patent rights in manufacturing, producing, or selling the goods shipped or ordered and/or services provided as a result of this formal solicitation, and bidders/proposers agree to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

1.24. COST INCURRED BY BIDDER/PROPOSER - All expenses involved with the preparation and submission of Responses to the City, or any work performed in connection therewith shall be borne by the Bidder(s)/Proposer(s).

1.25. DEBARMENT AND SUSPENSIONS (Sec 18-107)

(a) Authority and requirement to debar and suspend. After reasonable notice to an actual or prospective Contractual Party, and after reasonable opportunity for such party to be heard, the City Manager, after consultation with the Chief Procurement Officer and the city attorney, shall have the authority to debar a Contractual Party, for the causes listed below, from consideration for award of city Contracts. The debarment shall be for a period of not fewer than three years. The City Manager shall also have the authority to suspend a Contractual Party from consideration for award of city Contracts if there is probable cause for debarment, pending the debarment determination. The authority to debar and suspend contractors shall be exercised in accordance with regulations which shall be issued by the Chief Procurement Officer after approval by the City Manager, the city attorney, and the City Commission.

(b) Causes for debarment or suspension. Causes for debarment or suspension include the following:

- (1) Conviction for commission of a criminal offense incident to obtaining or attempting to obtain a public or private Contract or subcontract, or incident to the performance of such Contract or subcontract.
- (2) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty.
- (3) Conviction under state or federal antitrust statutes arising out of the submission of Bids or Proposals.
- (4) Violation of Contract provisions, which is regarded by the Chief Procurement Officer to be indicative of nonresponsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a Contract or to perform within the time limits provided in a Contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension.
- (5) Debarment or suspension of the Contractual Party by any federal, state or other governmental entity.
- (6) False certification pursuant to paragraph (c) below.
- (7) Found in violation of a zoning ordinance or any other city ordinance or regulation and for which the violation remains noncompliant.
- (8) Found in violation of a zoning ordinance or any other city ordinance or regulation and for which a civil penalty or fine is due and owing to the city.
- (9) Any other cause judged by the City Manager to be so serious and compelling as to affect the

responsibility of the Contractual Party performing city Contracts.

(c) Certification. All Contracts for goods and services, sales, and leases by the city shall contain a certification that neither the Contractual Party nor any of its principal owners or personnel have been convicted of any of the violations set forth above or debarred or suspended as set forth in paragraph (b)(5).

(d) Debarment and suspension decisions. Subject to the provisions of paragraph (a), the City Manager shall render a written decision stating the reasons for the debarment or suspension. A copy of the decision shall be provided promptly to the Contractual Party, along with a notice of said party's right to seek judicial relief.

1.26. 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 on a contract to provide goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit response on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.27. DEFAULT/FAILURE TO PERFORM - The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Bidder/Proposer to accept the award, to furnish required documents, and/or to fulfill any portion of this contract within the time stipulated.

Upon default by the successful Bidder/Proposer to meet any terms of this agreement, the City will notify the Bidder/Proposer of the default and will provide the contractor three (3) days (weekends and holidays excluded) to remedy the default. Failure on the contractor's part to correct the default within the required three (3) days shall result in the Contract being terminated and upon the City notifying in writing the contractor of its intentions and the effective date of the termination. The following shall constitute default:

- A. Failure to perform the work or deliver the goods/services required under the Contract and/or within the time required or failing to use the subcontractors, entities and personnel as identified and set forth, and to the degree specified in the Contract.
- B. Failure to begin the work under this Contract within the time specified.
- C. Failure to perform the work with sufficient workers and equipment or with sufficient materials to ensure timely completion.
- D. Neglecting or refusing to remove materials or perform new work where prior work has been rejected as nonconforming with the terms of the Contract.
- E. Becoming insolvent, being declared bankrupt, or committing any act of bankruptcy or insolvency, or making an assignment for the benefit of creditors, if the insolvency, bankruptcy, or assignment renders the successful Bidder/Proposer incapable of performing the work in accordance with and as required by the Contract.
- F. Failure to comply with any of the terms of the Contract in any material respect.

All costs and charges incurred by the City as a result of a default or a default incurred beyond the time limits stated, together with the cost of completing the work, shall be deducted from any monies due or which may become due on this Contract.

1.28. DETERMINATION OF RESPONSIVENESS - Each Response will be reviewed to determine if it is responsive to the submission requirements outlined in the Formal Solicitation. A "responsive" response is one which follows the requirements of the formal solicitation, includes all documentation, is submitted in the format outlined in the formal solicitation, is of timely submission, and has appropriate signatures as required on each document. Failure

to comply with these requirements may deem a Response non-responsive.

A. Responsible Bidder shall mean a bidder/proposer who has submitted a bid/proposal and who has the capability, as determined under the City Procurement Ordinance, in all respects to fully perform the contract requirements, and the integrity and reliability of which give reasonable assurance of good faith and performance.

1.29. DISCOUNTS OFFERED DURING TERM OF CONTRACT - Discount Prices offered in the response shall be fixed after the award by the Commission, unless otherwise specified in the Special Terms and Conditions. Price discounts off the original prices quoted in the response will be accepted from successful Bidder(s)/Proposer(s) during the term of the contract. Such discounts shall remain in effect for a minimum of 120 days from approval by the City Commission. Any discounts offered by a manufacturer to Bidder/Proposer will be passed on to the City.

1.30. DISCREPANCIES, ERRORS, AND OMISSIONS - Any discrepancies, errors, or ambiguities in the Formal Solicitation or addenda (if any) should be reported in writing to the City's Purchasing Department. Should it be found necessary, a written addendum will be incorporated in the Formal Solicitation and will become part of the purchase agreement (contract documents). The City will not be responsible for any oral instructions, clarifications, or other communications.

A. Order of Precedence - Any inconsistency in this formal solicitation shall be resolved by giving precedence to the following documents, the first of such list being the governing documents.

- 1) Addenda (as applicable)
- 2) Specifications
- 3) Special Conditions
- 4) General Terms and Conditions

1.31. EMERGENCY / DISASTER PERFORMANCE - In the event of a hurricane or other emergency or disaster situation, the successful vendor shall provide the City with the commodities/services defined within the scope of this formal solicitation at the price contained within vendor's response. Further, successful vendor shall deliver/perform for the city on a priority basis during such times of emergency.

1.32. ENTIRE BID CONTRACT OR AGREEMENT - The Bid Contract or Agreement consists of this City of Miami Formal Solicitation and specifically this General Conditions Section, Contractor's Response and any written agreement entered into by the City of Miami and Contractor in cases involving RFPs, RFQs, and RFLIs, and represents the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all other negotiations, understanding and representations, if any, made by and between the parties. To the extent that the agreement conflicts with, modifies, alters or changes any of the terms and conditions contained in the Formal Solicitation and/or Response, the Formal Solicitation and then the Response shall control. This Contract may be modified only by a written agreement signed by the City of Miami and Contractor.

1.33. ESTIMATED QUANTITIES - Estimated quantities or estimated dollars are provided for your guidance only. No guarantee is expressed or implied as to quantities that will be purchased during the contract period. The City is not obligated to place an order for any given amount subsequent to the award of this contract. Said estimates may be used by the City for purposes of determining the low bidder or most advantageous proposer meeting specifications. The City reserves the right to acquire additional quantities at the prices bid/proposed or at lower prices in this Formal Solicitation.

1.34. EVALUATION OF RESPONSES

A. Rejection of Responses

The City may reject a Response for any of the following reasons:

- 1) Bidder/Proposer fails to acknowledge receipt of addenda;
- 2) Bidder/Proposer mistates or conceals any material fact in the Response ;
- 3) Response does not conform to the requirements of the Formal Solicitation;
- 4) Response requires a conditional award that conflicts with the method of award;
- 5) Response does not include required samples, certificates, licenses as required; and,
- 6) Response was not executed by the Bidder's/Proposer(s) authorized agent.

The foregoing is not an all inclusive list of reasons for which a Response may be rejected. The City may reject and re-advertise for all or any part of the Formal Solicitation whenever it is deemed in the best interest of the City.

B. Elimination From Consideration

- 1) A contract shall not be awarded to any person or firm which is in arrears to the City upon any debt or contract, or which is a defaulter as surety or otherwise upon any obligation to the City.
- 2) A contract may not be awarded to any person or firm which has failed to perform under the terms and conditions of any previous contract with the City or deliver on time contracts of a similar nature.
- 3) A contract may not be awarded to any person or firm which has been debarred by the City in accordance with the City's Debarment and Suspension Ordinance.

C. Determination of Responsibility

- 1) Responses will only be considered from entities who are regularly engaged in the business of providing the goods/equipment/services required by the Formal Solicitation. Bidder/Proposer must be able to demonstrate a satisfactory record of performance and integrity; and, have sufficient financial, material, equipment, facility, personnel resources, and expertise to meet all contractual requirements. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established entity in line with the best industry practices in the industry as determined by the City.
- 2) The City may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Bidder/Proposer, including past performance (experience) with the City or any other governmental entity in making the award.
- 3) The City may require the Bidder(s)/Proposer(s) to show proof that they have been designated as an authorized representative of a manufacturer or supplier which is the actual source of supply, if required by the Formal Solicitation.

1.35. EXCEPTIONS TO GENERAL AND/OR SPECIAL CONDITIONS OR SPECIFICATIONS -

Exceptions to the specifications shall be listed on the Response and shall reference the section. Any exceptions to the General or Special Conditions shall be cause for the bid (IFB) to be considered non-responsive. It also may be cause for a RFP, RFQ, or RFLI to be considered non-responsive; and, if exceptions are taken to the terms and conditions of the resulting agreement it may lead to terminating negotiations.

1.36. F.O.B. DESTINATION - Unless otherwise specified in the Formal Solicitation, all prices quoted/proposed by the bidder/proposer must be F.O.B. DESTINATION, inside delivery, with all delivery costs and charges included in the bid/proposal price, unless otherwise specified in this Formal Solicitation. Failure to do so may be cause for rejection of bid/proposal.

1.37. FIRM PRICES - The bidder/proposer warrants that prices, terms, and conditions quoted in its response will be firm throughout the duration of the contract unless otherwise specified in the Formal Solicitation. Such prices will remain firm for the period of performance or resulting purchase orders or contracts, which are to be performed

or supplied over a period of time.

1.38. FLORIDA MINIMUM WAGE - The Constitution of the State of Florida, Article X, Section 24, states that employers shall pay employee wages no less than the minimum wage for all hours worked in Florida. Accordingly, it is the contractor's and its' subcontractor(s) responsibility to understand and comply with this Florida constitutional minimum wage requirement and pay its employees the current established hourly minimum wage rate, which is subject to change or adjusted by the rate of inflation using the consumer price index for urban wage earners and clerical workers, CPI-W, or a successor index as calculated by the United States Department of Labor. Each adjusted minimum wage rate calculated shall be determined and published by the Agency Workforce Innovation on September 30th of each year and take effect on the following January 1st.

At the time of responding, it is bidder/proposer and his/her subcontractor(s), if applicable, full responsibility to determine whether any of its employees may be impacted by this Florida Law at any given point in time during the term of the contract. If impacted, bidder/proposer must furnish employee name(s), job title(s), job description(s), and current pay rate(s). Failure to submit this information at the time of submitting a response constitute successful bidder's/proposer's acknowledgement and understanding that the Florida Minimum Wage Law will not impact its prices throughout the term of contract and waiver of any contractual price increase request(s). The City reserves the right to request and successful bidder/proposer must provide for any and all information to make a wage and contractual price increase(s) determination.

1.39. GOVERNING LAW AND VENUE - The validity and effect of this Contract shall be governed by the laws of the State of Florida. The parties agree that any action, mediation or arbitration arising out of this Contract shall take place in Miami-Dade County, Florida. In any action or proceeding each party shall bear their own respective attorney's fees.

1.40. HEADINGS AND TERMS - The headings to the various paragraphs of this Contract have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the expressed terms and provisions hereof.

1.41. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) - Any person or entity that performs or assists the City of Miami with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the City of Miami Privacy Standards. HIPAA mandates for privacy, security and electronic transfer standards, which include but are not limited to:

- A. Use of information only for performing services required by the contract or as required by law;
- B. Use of appropriate safeguards to prevent non-permitted disclosures;
- C. Reporting to the City of Miami of any non-permitted use or disclosure;
- D. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;
- E. Making Protected Health Information (PHI) available to the customer;
- F. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
- G. Making PHI available to the City of Miami for an accounting of disclosures; and
- H. Making internal practices, books and records related to PHI available to the City of Miami for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/ Proposer must give its customers written notice of its privacy information

practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

1.42 INDEMNIFICATION - Contractor shall indemnify, hold/save harmless and **defend** at its own costs and expense the City, its officials, officers, agents, directors, and employees, from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract and will indemnify, hold harmless and defend the City, its officials, officers, agents, directors and employees against, any civil actions, statutory or similar claims, injuries or damages arising or resulting from the permitted work, even if it is alleged that the City, its officials and/or employees were negligent. These indemnifications shall survive the term of this Contract. In the event that any action or proceeding is brought against City by reason of any such claim or demand, Contractor shall, upon written notice from City, resist and defend such action or proceeding by counsel satisfactory to City. The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at City's option, any and all claims of liability and all suits and actions of every name and description which may be brought against City whether performed by Contractor, or persons employed or utilized by Contractor.

This indemnity will survive the cancellation or expiration of the Contract. This indemnity will be interpreted under the laws of the State of Florida, including without limitation and which conforms to the limitations of §725.06 and/or §725.08, Fla. Statutes, as amended from time to time as applicable.

Contractor shall require all Sub-Contractor agreements to include a provision that they will indemnify the City.

The Contractor agrees and recognizes that the City shall not be held liable or responsible for any claims which may result from any actions or omissions of the Contractor in which the City 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 City in no way assumes or shares any responsibility or liability of the Contractor or Sub-Contractor, under this Agreement.

1.43. FORMATION AND DESCRIPTIVE LITERATURE --Bidders/Proposer must furnish all information requested in the spaces provided in the Formal Solicitation. Further, as may be specified elsewhere, each Bidder/Proposer must submit for evaluation, cuts, sketches, descriptive literature, technical specifications, and Material Safety Data Sheets (MSDS) as required, covering the products offered. Reference to literature submitted with a previous response or on file with the Buyer will not satisfy this provision.

1.44. INSPECTIONS - The City may, at reasonable times during the term hereof, inspect Contractor's facilities and perform such tests, as the City deems reasonably necessary, to determine whether the goods and/or services required to be provided by the Contractor under this Contract conform to the terms and conditions of the Formal Solicitation. Contractor shall make available to the City all reasonable facilities and assistance to facilitate the performance of tests or inspections by City representatives. All tests and inspections shall be subject to, and made in accordance with, the provisions of the City of Miami Ordinance No. 12271 (Section 18-79), as same may be amended or supplemented from time to time.

1.45. INSPECTION OF RESPONSE - Responses received by the City pursuant to a Formal Solicitation will not be made available until such time as the City provides notice of a decision or intended decision or within 30 days after bid closing, whichever is earlier. Bid/Proposal results will be tabulated and may be furnished upon request via fax or e-mail to the Sr. Procurement Specialist issuing the Solicitation. Tabulations also are available on the City's

Web Site following recommendation for award.

1.46. INSURANCE - Within ten (10) days after receipt of Notice of Award, the successful Contractor, shall furnish Evidence of Insurance to the Purchasing Department, if applicable. Submitted evidence of coverage shall demonstrate strict compliance to all requirements listed on the Special Conditions entitled "Insurance Requirements". The City shall be listed as an "Additional Insured."

~~Issuance of a Purchase Order is contingent upon the receipt of proper insurance documents. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Solicitation the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the City. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Solicitation within fifteen (15) calendar days after receipt Notice of Award, the contractor shall be in default of the contractual terms and conditions and shall not be awarded the contract. Under such circumstances, the Bidder/Proposer may be prohibited from submitting future responses to the City. Information regarding any insurance requirements shall be directed to the Risk Administrator, Department of Risk Management, at 444 SW 2nd Avenue, 9th Floor, Miami, Florida 33130, 305-416-1604.~~

The Bidder/Proposer shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in effect for the duration of the contractual period; including any and all option terms that may be granted to the Bidder/Proposer.

1.47. INVOICES - Invoices shall contain purchase order number and details of goods and/or services delivered (i.e. quantity, unit price, extended price, etc); and in compliance with Chapter 218 of the Florida Statutes (Prompt Payment Act).

1.48. LOCAL PREFERENCE

A. City Code Section 18-85, states, "when a responsive, responsible non-local bidder submits the lowest bid price, and the bid submitted by one or more responsive, responsible local bidders who maintain a local office, as defined in Section 18-73, is within fifteen percent (15%) of the price submitted by the non-local bidder, then that non-local bidder and each of the aforementioned responsive, responsible local bidders shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local bidder. Contract award shall be made to the lowest responsive, responsible bidder submitting the lowest best and final bid. In the case of a tie in the best and final bid between a local bidder and a non-local bidder, contract award shall be made to the local bidder."

B. City Code Section 18-86, states, "the RFP, RFLI or RFQ, as applicable, may, in the exercise of the reasonable professional discretion of the City Manager, director of the using agency, and the Chief Procurement Officer, include a five (5%) percent evaluation criterion in favor of proposers who maintain a local office, as defined in Section 18-73. In such cases, this five (5%) percent evaluation criterion in favor of proposers who maintain a local office will be specifically defined in the RFP, RFLI or RFQ, as applicable; otherwise, it will not apply.

1.49. MANUFACTURER'S CERTIFICATION - The City reserves the right to request from bidders/proposers a separate Manufacturer's Certification of all statements made in the bid/proposal. Failure to provide such certification may result in the rejection of bid/proposal or termination of contract/agreement, for which the bidder/proposer must bear full liability.

1.50. MODIFICATIONS OR CHANGES IN PURCHASE ORDERS AND CONTRACTS - No contract or understanding to modify this Formal Solicitation and resultant purchase orders or contracts, if applicable, shall be binding upon the City unless made in writing by the Director of Purchasing of the City of Miami, Florida through the issuance of a change order, addendum, amendment, or supplement to the contract, purchase order or award sheet

as appropriate.

1.51. NO PARTNERSHIP OR JOINT VENTURE - Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between the City of Miami and Contractor, or to create any other similar relationship between the parties.

1.52. NONCONFORMANCE TO CONTRACT CONDITIONS - Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services or by other appropriate testing Laboratories as determined by the City. The data derived from any test for compliance with specifications is public record and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered not conforming to specifications may be rejected and returned at Bidder's/Proposer's expense. These non-conforming items not delivered as per delivery date in the response and/or Purchase Order may result in bidder/proposer being found in default in which event any and all re-procurement costs may be charged against the defaulted contractor. Any violation of these stipulations may also result in the supplier's name being removed from the City of Miami's Supplier's list.

1.53. NONDISCRIMINATION - Bidder/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 formal solicitation. Furthermore, Bidder/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.

In connection with the conduct of its business, including performance of services and employment of personnel, Bidder/Proposer shall not discriminate against any person on the basis of race, color, religion, disability, age, sex, marital status or national origin. All persons having appropriate qualifications shall be afforded equal opportunity for employment.

1.54. NON-EXCLUSIVE CONTRACT/ PIGGYBACK PROVISION - At such times as may serve its best interest, the City of Miami reserves the right to advertise for, receive, and award additional contracts for these herein goods and/or services, and to make use of other competitively bid (governmental) contracts, agreements, or other similar sources for the purchase of these goods and/or services as may be available.

It is hereby agreed and understood that this formal solicitation does not constitute the exclusive rights of the successful bidder(s)/proposer(s) to receive all orders that may be generated by the City in conjunction with this Formal Solicitation.

In addition, any and all commodities, equipment, and services required by the City in conjunction with construction projects are solicited under a distinctly different solicitation process and shall not be purchased under the terms, conditions and awards rendered under this solicitation, unless such purchases are determined to be in the best interest of the City.

1.55. OCCUPATIONAL LICENSE - Any person, firm, corporation or joint venture, with a business location in the City of Miami and is submitting a Response under this Formal Solicitation shall meet the City's Occupational License Tax requirements in accordance with Chapter 31.1, Article I of the City of Miami Charter. Others with a location outside the City of Miami shall meet their local Occupational License Tax requirements. A copy of the license must be submitted with the response; however, the City may at its sole option and in its best interest allow the Bidder/Proposer to supply the license to the City during the evaluation period, but prior to award.

1.56. ONE PROPOSAL - Only one (1) Response from an individual, firm, partnership, corporation or joint venture will be considered in response to this Formal Solicitation.

1.57. OWNERSHIP OF DOCUMENTS - It is understood by and between the parties that any documents, records, files, or any other matter whatsoever which is given by the City to the successful Bidder/Proposer pursuant to this formal solicitation shall at all times remain the property of the City and shall not be used by the Bidder/Proposer for any other purposes whatsoever without the written consent of the City.

1.58. PARTIAL INVALIDITY - If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

1.59. PERFORMANCE/PAYMENT BOND - A Contractor may be required to furnish a Performance/Payment Bond as part of the requirements of this Contract, in an amount equal to one hundred percent (100%) of the contract price.

1.60. PREPARATION OF RESPONSES (HARDCOPY FORMAT) - Bidders/Proposers are expected to examine the specifications, required delivery, drawings, and all special and general conditions. All bid/proposed amounts, if required, shall be either typewritten or entered into the space provided with ink. Failure to do so will be at the Bidder's/Proposer's risk.

A. Each Bidder/Proposer shall furnish the information required in the Formal Solicitation. The Bidder/Proposer shall sign the Response and print in ink or type the name of the Bidder/Proposer, address, and telephone number on the face page and on each continuation sheet thereof on which he/she makes an entry, as required.

B. If so required, the unit price for each unit offered shall be shown, and such price shall include packaging, handling and shipping, and F.O.B. Miami delivery inside City premises unless otherwise specified. Bidder/Proposer shall include in the response all taxes, insurance, social security, workmen's compensation, and any other benefits normally paid by the Bidder/Proposer to its employees. If applicable, a unit price shall be entered in the "Unit Price" column for each item. Based upon estimated quantity, an extended price shall be entered in the "Extended Price" column for each item offered. In case of a discrepancy between the unit price and extended price, the unit price will be presumed correct.

C. The Bidder/Proposer must state a definite time, if required, in calendar days for delivery of goods and/or services.

D. The Bidder/Proposer should retain a copy of all response documents for future reference.

E. All responses, as described, must be fully completed and typed or printed in ink and must be signed in ink with the firm's name and by an officer or employee having authority to bind the company or firm by his/her signature. Bids/Proposals having any erasures or corrections must be initialed in ink by person signing the response or the response may be rejected.

F. Responses are to remain valid for at least 180 days. Upon award of a contract, the content of the Successful Bidder's/Proposer's response may be included as part of the contract, at the City's discretion.

G. The City of Miami's Response Forms shall be used when Bidder/Proposer is submitting its response in hardcopy format. Use of any other forms will result in the rejection of the response. IF SUBMITTING HARDCOPY FORMAT, THE ORIGINAL AND THREE (3) COPIES OF THESE SETS OF FORMS, UNLESS OTHERWISE SPECIFIED, AND ANY REQUIRED ATTACHMENTS MUST BE RETURNED TO THE CITY OR YOUR RESPONSE MAY BE DEEMED NON-RESPONSIVE.

1.61. PRICE ADJUSTMENTS - Any price decrease effectuated during the contract period either by reason of

market change or on the part of the contractor to other customers shall be passed on to the City of Miami.

1.62. PRODUCT SUBSTITUTES - In the event a particular awarded and approved manufacturer's product becomes unavailable during the term of the Contract, the Contractor awarded that item may arrange with the City's authorized representative(s) to supply a substitute product at the awarded price or lower, provided that a sample is approved in advance of delivery and that the new product meets or exceeds all quality requirements.

1.63. CONFLICT OF INTEREST, AND UNETHICAL BUSINESS PRACTICE PROHIBITIONS -

~~Contractor represents and warrants to the City that it has not employed or retained any person or company employed~~ by the City to solicit or secure this Contract and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Contract.

1.64. PROMPT PAYMENT - Bidders/Proposers may offer a cash discount for prompt payment; however, discounts shall not be considered in determining the lowest net cost for response evaluation purposes.

Bidders/Proposers are required to provide their prompt payment terms in the space provided on the Formal Solicitation. If no prompt payment discount is being offered, the Bidder/Proposer must enter zero (0) for the percentage discount to indicate no discount. If the Bidder/Proposer fails to enter a percentage, it is understood and agreed that the terms shall be 2% 20 days, effective after receipt of invoice or final acceptance by the City, whichever is later.

When the City is entitled to a cash discount, the period of computation will commence on the date of delivery, or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. If a discount is part of the contract, but the invoice does not reflect the existence of a cash discount, the City is entitled to a cash discount with the period commencing on the date it is determined by the City that a cash discount applies.

Price discounts off the original prices quoted on the Price Sheet will be accepted from successful bidders/proposers during the term of the contract.

1.65. PROPERTY - Property owned by the City of Miami is the responsibility of the City of Miami. Such property furnished to a Contractor for repair, modification, study, etc., shall remain the property of the City of Miami. Damages to such property occurring while in the possession of the Contractor shall be the responsibility of the Contractor. Damages occurring to such property while in route to the City of Miami shall be the responsibility of the Contractor. In the event that such property is destroyed or declared a total loss, the Contractor shall be responsible for replacement value of the property at the current market value, less depreciation of the property, if any.

1.66. PROVISIONS BINDING - Except as otherwise expressly provided in the resulting Contract, all covenants, conditions and provisions of the resulting Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

1.67. PUBLIC ENTITY CRIMES - A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses on leases of real property to a public entity, 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 any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.68. PUBLIC RECORDS - Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and City of Miami Code, Section 18, Article III, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. Contractor shall additionally comply with the provisions of Section 119.0701, Florida Statutes, entitled "Contracts; public records". Contractor's failure or refusal to comply with the provision of this section shall result in the immediate cancellation of this Contract by the City.

1.69. QUALITY OF GOODS, MATERIALS, SUPPLIES, PRODUCTS, AND EQUIPMENT - All materials used in the manufacturing or construction of supplies, materials, or equipment covered by this solicitation shall be new. The items bid/proposed must be of the latest make or model, of the best quality, and of the highest grade of workmanship, unless as otherwise specified in this Solicitation.

1.70. QUALITY OF WORK/SERVICES - The work/services performed must be of the highest quality and workmanship. Materials furnished to complete the service shall be new and of the highest quality except as otherwise specified in this Solicitation.

1.71. REMEDIES PRIOR TO AWARD (Sec. 18-106) - If prior to Contract award it is determined that a formal solicitation or proposed award is in violation of law, then the solicitation or proposed award shall be cancelled by the City Commission, the City Manager or the Chief Procurement Officer, as may be applicable, or revised to comply with the law.

1.72. RESOLUTION OF CONTRACT DISPUTES (Sec. 18-105)

(a) Authority to resolve Contract disputes. The City Manager, after obtaining the approval of the city attorney, shall have the authority to resolve controversies between the Contractual Party and the city which arise under, or by virtue of, a Contract between them; provided that, in cases involving an amount greater than \$25,000, the City Commission must approve the City Manager's decision. Such authority extends, without limitation, to controversies based upon breach of Contract, mistake, misrepresentation or lack of complete performance, and shall be invoked by a Contractual Party by submission of a protest to the City Manager.

(b) Contract dispute decisions. If a dispute is not resolved by mutual consent, the City Manager shall promptly render a written report stating the reasons for the action taken by the City Commission or the City Manager which shall be final and conclusive. A copy of the decision shall be immediately provided to the protesting party, along with a notice of such party's right to seek judicial relief, provided that the protesting party shall not be entitled to such judicial relief without first having followed the procedure set forth in this section.

1.73. RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS (Sec. 18-104)

(a) Right to protest. The following procedures shall be used for resolution of protested solicitations and awards except for purchases of goods, supplies, equipment, and services, the estimated cost of which does not exceed \$25,000.

Protests thereon shall be governed by the Administrative Policies and Procedures of Purchasing.

1. Protest of Solicitation.

i. Any prospective proposer who perceives itself aggrieved in connection with the solicitation of a Contract may protest to the Chief Procurement Officer. A written notice of intent to file a protest shall be filed with the Chief Procurement Officer within three days after the Request for Proposals, Request for Qualifications or Request for Letters of Interest is published in a newspaper of general circulation. A notice of intent to file a protest is considered filed when received by the Chief Procurement Officer; or

ii. Any prospective bidder who intends to contest the Solicitation Specifications or a solicitation may protest to the Chief Procurement Officer. A written notice of intent to file a protest shall be filed with the Chief Procurement Officer within three days after the solicitation is published in a newspaper of general circulation. A notice of intent to file a protest is considered filed when received by the Chief Procurement Officer.

2. Protest of Award.

i. A written notice of intent to file a protest shall be filed with the Chief Procurement Officer within two days after receipt by the proposer of the notice of the City Manager's recommendation for award of Contract, which will be posted on the City of Miami Purchasing Department website, in the Supplier Corner, Current Solicitations and Notice of Recommendation of Award Section. The notice of the City Manager's recommendation can be found by selecting the details of the solicitation and is listed as Recommendation of Award Posting Date and Recommendation of Award To fields. If "various" is indicated in the Recommendation of Award To field, the Bidder/Proposer must contact the buyer for that solicitation to obtain the suppliers name. It shall be the responsibility of the Bidder/Proposer to check this section of the website daily after responses are submitted to receive the notice; or

ii. Any actual Responsive and Responsible Bidder whose Bid is lower than that of the recommended bidder may protest to the Chief Procurement Officer. A written notice of intent to file a protest shall be filed with the Chief Procurement Officer within two days after receipt by the bidder of the notice of the city's determination of non responsiveness or non responsibility. The receipt by bidder of such notice shall be confirmed by the city by facsimile or electronic mail or U.S. mail, return receipt requested. A notice of intent to file a protest is considered filed when received by the Chief Procurement Officer.

iii. A written protest based on any of the foregoing must be submitted to the Chief Procurement Officer within five (5) days after the date the notice of protest was filed. A written protest is considered filed when received by the Chief Procurement Officer.

The written protest may not challenge the relative weight of the evaluation criteria or the formula for assigning points in making an award determination.

The written protest shall state with particularity the specific facts and law upon which the protest of the solicitation or the award is based, and shall include all pertinent documents and evidence and shall be accompanied by the required Filing Fee as provided in subsection (f). This shall form the basis for review of the written protest and no facts, grounds, documentation or evidence not contained in the protester's submission to the Chief Procurement Officer at the time of filing the protest shall be permitted in the consideration of the written protest.

No time will be added to the above limits for service by mail. In computing any period of time prescribed or allowed by this section, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or legal holiday in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. Intermediate Saturdays, Sundays and legal holidays shall be excluded in the computation of the time for filing.

(b) Authority to resolve protests. The Chief Procurement Officer shall have the authority, subject to the approval of the City Manager and the city attorney, to settle and resolve any written protest. The Chief Procurement Officer shall obtain the requisite approvals and communicate said decision to the protesting party and shall submit said decision to the City Commission within 30 days after he/she receives the protest. In cases involving more than \$25,000, the decision of the Chief Procurement Officer shall be submitted for approval or disapproval thereof to the City Commission after a favorable recommendation by the city attorney and the City Manager.

(c) Compliance with filing requirements. Failure of a party to timely file either the notice of intent to file a protest or

the written protest, together with the required Filing Fee as provided in subsection (f), with the Chief Procurement Officer within the time provided in subsection (a), above, shall constitute a forfeiture of such party's right to file a protest pursuant to this section. The protesting party shall not be entitled to seek judicial relief without first having followed the procedure set forth in this section

(d) Stay of Procurements during protests. Upon receipt of a written protest filed pursuant to the requirements of this section, the city shall not proceed further with the solicitation or with the award of the Contract until the protest is resolved by the Chief Procurement Officer or the City Commission as provided in subsection (b) above, unless the City Manager makes a written determination that the solicitation process or the Contract award must be continued without delay in order to avoid an immediate and serious danger to the public health, safety or welfare.

(e) Costs. All costs accruing from a protest shall be assumed by the protestor.

(f) Filing Fee. The written protest must be accompanied by a filing fee in the form of a money order or cashier's check payable to the city in an amount equal to one percent of the amount of the Bid or proposed Contract, or \$5000.00, whichever is less, which filing fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. If a protest is upheld by the Chief Procurement Officer and/or the City Commission, as applicable, the filing fee shall be refunded to the protestor less any costs assessed under subsection (e) above. If the protest is denied, the filing fee shall be forfeited to the city in lieu of payment of costs for the administrative proceedings as prescribed by subsection (e) above.

1.74. SAMPLES - Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, bidder(s)/proposer(s) will be notified to remove samples, at their expense, within 30 days after notification. Failure to remove the samples will result in the samples becoming the property of the City.

1.75. SELLING, TRANSFERRING OR ASSIGNING RESPONSIBILITIES - Contractor shall not sell, assign, transfer or subcontract at any time during the term of the Contract, or any part of its operations, or assign any portion of the performance required by this contract, except under and by virtue of written permission granted by the City through the proper officials, which may be withheld or conditioned, in the City's sole discretion.

1.76. SERVICE AND WARRANTY - When specified, the bidder/proposer shall define all warranty, service and replacements that will be provided. Bidders/Proposer must explain on the Response to what extent warranty and service facilities are available. A copy of the manufacturer's warranty, if applicable, should be submitted with your response.

1.77. SILENCE OF SPECIFICATIONS - The apparent silence of these specifications and any supplemental specification as to any detail or the omission from it of detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship and services is to be first quality.

All interpretations of these specifications shall be made upon the basis of this statement.

If your firm has a current contract with the State of Florida, Department of General Services, to supply the items on this solicitation, the bidder/proposer shall quote not more than the contract price; failure to comply with this request will result in disqualification of bid/proposal.

1.78. SUBMISSION AND RECEIPT OF RESPONSES - Responses shall be submitted electronically via the Oracle System or responses may be submitted in hardcopy format to the City Clerk, City Hall, 3500 Pan American Drive, Miami, Florida 33133-5504, at or before, the specified closing date and time as designated in the IFB, RFP, RFQ, or RFLI. NO EXCEPTIONS. Bidders/Proposers are welcome to attend the solicitation closing; however, no

award will be made at that time.

A. Hardcopy responses shall be enclosed in a sealed envelope, box package. The face of the envelope, box or package must show the hour and date specified for receipt of responses, the solicitation number and title, and the name and return address of the Bidder/Proposer. Hardcopy responses not submitted on the requisite Response Forms may be rejected. Hardcopy responses received at any other location than the specified shall be deemed non-responsive.

Directions to City Hall:

FROM THE NORTH: I-95 SOUTH UNTIL IT TURNS INTO US1. US1 SOUTH TO 27TH AVE., TURN LEFT, PROCEED SOUTH TO SO. BAYSHORE DR. (3RD TRAFFIC LIGHT), TURN LEFT, 1 BLOCK TURN RIGHT ON PAN AMERICAN DR. CITY HALL IS AT THE END OF PAN AMERICAN DR. PARKING IS ON RIGHT.

FROM THE SOUTH: US1 NORTH TO 27TH AVENUE, TURN RIGHT, PROCEED SOUTH TO SO. BAYSHORE DR. (3RD TRAFFIC LIGHT), TURN LEFT, 1 BLOCK TURN RIGHT ON PAN AMERICAN DR. CITY HALL IS AT THE END OF PAN AMERICAN DR. PARKING IS ON RIGHT.

B. Facsimile responses will not be considered.

C. Failure to follow these procedures is cause for rejection of bid/proposal.

D. The responsibility for obtaining and submitting a response on or before the close date is solely and strictly the responsibility of Bidder/Proposer. The City of Miami is not responsible for delays caused by the United States mail delivery or caused by any other occurrence. Responses received after the solicitation closing date and time will be returned unopened, and will not be considered for award.

E. Late responses will be rejected.

F. All responses are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

G. Modification of responses already submitted will be considered only if received at the City before the time and date set for closing of solicitation responses. All modifications must be submitted via the Oracle System or in writing. Once a solicitation closes (closed date and/or time expires), the City will not consider any subsequent submission which alters the responses.

H. If hardcopy responses are submitted at the same time for different solicitations, each response must be placed in a separate envelope, box, or package and each envelope, box or package must contain the information previously stated in 1.82.A.

1.79. TAXES - The City of Miami is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request. Notwithstanding, Bidders/Proposers should be aware of the fact that all materials and supplies which are purchased by the Bidder/Proposer for the completion of the contract is subject to the Florida State Sales Tax in accordance with Section 212.08, Florida Statutes, as amended and all amendments thereto and shall be paid solely by the Bidder/Proposer.

1.80. TERMINATION - The City Manager on behalf of the City of Miami reserves the right to terminate this contract by written notice to the contractor effective the date specified in the notice should any of the following apply:

A. The contractor is determined by the City to be in breach of any of the terms and conditions of the contract.

B. The City has determined that such termination will be in the best interest of the City to terminate the contract for

its own convenience;

C. Funds are not available to cover the cost of the goods and/or services. The City's obligation is contingent upon the availability of appropriate funds.

1.81. TERMS OF PAYMENT - Payment will be made by the City after the goods and/or services awarded to a Bidder/Proposer have been received, inspected, and found to comply with award specifications, free of damage or defect, and properly invoiced. No advance payments of any kind will be made by the City of Miami.

Payment shall be made after delivery, within 45 days of receipt of an invoice and authorized inspection and acceptance of the goods/services and pursuant to Section 218.74, Florida Statutes and other applicable law.

1.82. TIMELY DELIVERY - Time will be of the essence for any orders placed as a result of this solicitation. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on their Response. Deliveries are to be made during regular City business hours unless otherwise specified in the Special Conditions.

1.83. TITLE - Title to the goods or equipment shall not pass to the City until after the City has accepted the goods/equipment or used the goods, whichever comes first.

1.84. TRADE SECRETS EXECUTION TO PUBLIC RECORDS DISCLOSURE- All Responses submitted to the City are subject to public disclosure pursuant to Chapter 119, Florida Statutes. An exception may be made for "trade secrets."

If the Response contains information that constitutes a "trade secret", all material that qualifies for exemption from Chapter 119 must be submitted in a separate envelope, clearly identified as "TRADE SECRETS EXCEPTION," with your firm's name and the Solicitation number and title marked on the outside.

Please be aware that the designation of an item as a trade secret by you may be challenged in court by any person. By your designation of material in your Response as a "trade secret" you agree to indemnify and hold harmless the City for any award to a plaintiff for damages, costs or attorney's fees and for costs and attorney's fees incurred by the City by reason of any legal action challenging your claim.

1.85. UNAUTHORIZED WORK OR DELIVERY OF GOODS- Neither the qualified Bidder(s)/Proposer(s) nor any of his/her employees shall perform any work or deliver any goods unless a change order or purchase order is issued and received by the Contractor. The qualified Bidder(s)/Proposer(s) shall not be paid for any work performed or goods delivered outside the scope of the contract or any work performed by an employee not otherwise previously authorized.

1.86. USE OF NAME - The City is not engaged in research for advertising, sales promotion, or other publicity purposes. No advertising, sales promotion or other publicity materials containing information obtained from this Solicitation are to be mentioned, or imply the name of the City, without prior express written permission of the City Manager or the City Commission.

1.87. VARIATIONS OF SPECIFICATIONS - For purposes of solicitation evaluation, bidders/proposers must indicate any variances from the solicitation specifications and/or conditions, no matter how slight. If variations are not stated on their Response, it will be assumed that the product fully complies with the City's specifications.

2. Special Conditions

2.1. PURPOSE

The purpose of this Solicitation is to establish a contract, for rubber surfacing installation services, as specified herein, from a source(s), fully compliant with the terms, conditions and stipulations of the solicitation.

2.2. DEADLINE FOR RECEIPT OF REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION

Any questions or clarifications concerning this solicitation shall be submitted by email or facsimile to the Procurement Department, Attn: Victoria Giraldo; fax: (305) 400-5361 or email: VictoriaGiraldo@miamigov.com, and a copy filed with the Office of the City Clerk, pursuant to Section 1.20. **Cone of Silence.** The solicitation title and number shall be referenced on all correspondence. All questions must be received no later than Monday, April 2, 2018 at 2:00 p.m.. All responses to questions will be sent to all prospective bidders/proposers in the form of an addendum. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.**

2.3. METHOD OF AWARD

The City reserves the right to make multiple awards if it is in the best interest of the City. If a multiple award is given, request for Task Order assignments will be made on the basis of the unit prices submitted and the availability of the bidders work unit to the schedule set by the City of Miami. The City will however, before selecting the vendor from whom to order, utilize the best bid dependent upon availability at the time, as required during the contract period.

2.4. TERM OF CONTRACT

The Contract shall commence upon the date of notice of award and shall be effective for three (3) years with the option to renew for three (3) additional one (1) year periods, subject to the availability of funds for succeeding fiscal years.

Continuation of the contract beyond the initial period is a City prerogative; not a right of the Successful Bidder(s). This prerogative will be exercised only when such continuation is clearly in the best interest of the City.

2.5. CONDITIONS FOR RENEWAL

Each renewal of this contract is subject to the following:

- (1) Continued satisfactory performance compliance with the specifications, terms and conditions established herein.
- (2) Availability of funds

2.6. EQUITABLE ADJUSTMENT

The Procurement Department may, in its sole discretion, make an equitable adjustment in the contract terms and/or

pricing if pricing or availability of supply is affected by extreme or unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to circumstances beyond the Successful Bidder(s) control, (2) the volatility affects the marketplace or industry, not just the particular contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Successful Bidder(s) that continued performance of the contract would result in a substantial loss. Successful Bidder(s) may have to supply documentation to justify any requested percentage increase in cost to the City of Miami.

2.7. NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for payments due under this contract, then the City, upon written notice to the Successful Bidder(s) or his assignee of such occurrence, shall have the unqualified right to terminate the contract without any penalty or expense to the City. No guarantee, warranty or representation is made that any project(s) will be awarded to any firm(s).

2.8. BIDDERS MINIMUM REQUIREMENTS

Bids will be considered only from firms that are regularly engaged in the business of providing goods and/or services as described in this Bid; that have a record of performance for three (3) years; and that have adequate financial support, equipment and organization to insure that they can satisfactorily provide the goods and/or services if awarded a Contract under the terms and conditions herein stated. Bidder shall:

- (1) Not have any member, officer, or stockholder that is in arrears or is in default of any debt or contract involving the City, is a defaulter surety otherwise, upon any obligation to the City, and/or has failed to perform faithfully on any previous contract with the City.
- (2) Have no record of pending lawsuits or criminal activities, and have never been declared bankrupt within the last three (3) years.

2.9. INSURANCE REQUIREMENTS

INDEMNIFICATION

Successful Bidder shall pay on behalf of, indemnify and save City and its officials harmless, from and against any and all claims, liabilities, losses, and causes of action, which may arise out of Successful Bidder's performance under the provisions of the contract, including all acts or omissions to act on the part of Successful Bidder, including any person performing under this Contract for or on Successful Bidder's behalf, provided that any such claims, liabilities, losses and causes of such action are not attributable to the negligence or misconduct of the City and, from and against any orders, judgments or decrees which may be entered and which may result from this Contract, unless attributable to the negligence or misconduct of the City, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim, or the investigation thereof.

The Successful Bidder shall furnish to City of Miami, c/o Procurement Department, 444 SW 2nd Avenue, 6th Floor, Miami, Florida 33130, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

Commercial General Liability**A. Limits of Liability**

Bodily Injury and Property Damage Liability	
Each Occurrence	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations	\$ 1,000,000
Personal and Advertising Injury	\$1,000,000

B. Endorsements Required

City of Miami listed as an additional insured
 Primary Insurance Clause Endorsement
 Premises and Operations Liability
 Contingent and Contractual Exposures

Business Automobile Liability**A. Limits of Liability**

Bodily Injury and Property Damage Liability
 Combined Single Limit
 Any Auto, Owned or Scheduled Autos
 Including Hired, Borrowed or Non-Owned Autos
 Any One Accident \$ 1,000,000

B. Endorsements Required

City of Miami listed as an additional insured

Worker's Compensation

Limits of Liability
 Statutory: State of Florida
 Waiver of Subrogation

A. Employer's Liability

- \$100,000 for bodily injury caused by an accident, each accident.
- \$100,000 for bodily injury caused by disease, each employee
- \$500,000 for bodily injury caused by disease, policy limit

B. Umbrella Liability

- Each Occurrence \$1,000,000
- Policy Aggregate \$1,000,000

City of Miami listed as additional insured. Policy is excess follow form over all applicable liability policies listed herein.

BINDERS ARE UNACCEPTABLE.

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

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The Company must be rated no less than "A" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and/or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

NOTE: CITY BID NUMBER AND/OR TITLE OF BID MUST APPEAR ON EACH CERTIFICATE.

Compliance with the foregoing requirements shall not relieve the Successful Bidder of his liability and obligation under this section or under any other section of this Agreement.

—If insurance certificates are scheduled to expire during the contractual period, the Bidder shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of ten (10) calendar days in advance of such expiration.

—In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the City shall:

(4) Suspend the contract until such time as the new or renewed certificates are received by the City in the manner prescribed in the Invitation To Bid.

(5) The City may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the Bidder in conjunction with the General and Special Terms and Conditions of the Bid.

The Successful Bidder shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option terms that may be granted to the Successful Bidder.

2.10. PRE-BID CONFERENCE

A Voluntary pre-bid conference will be held on March 28, 2018 at 10:00 a.m., at City of Miami MRC Building 6th floor South. During this conference, a discussion of the requirements of the solicitation will occur. The purpose of the pre-bid conference is to allow potential Bidders an opportunity to present questions to staff and obtain clarification of the requirements of the solicitation documents. Each potential Bidder is required, prior to submitting a Bid, to acquaint itself thoroughly with any and all conditions and/or requirements that may in any manner affect the work to be performed. ~~No allowances will be made because of lack of knowledge of these conditions.~~

All questions and answers adversely affecting the scope of work/specifications of the bid will be included in an addendum and sent immediately following the conference to all the attendees.

2.11. PROJECT MANAGER

Upon award, Successful Bidder(s) shall report and work directly with Vladimir Jeannot, or designee, who shall be designated as the Project Manager(s) for the City.

2.12. CONTRACTOR TO BE REPRESENTED

The Successful Bidder(s) at all times must either be personally present at the worksite or be represented at the worksite by a responsible agent or agents designated by the Successful Bidder(s) in written notice to the City prior to the beginning of work. Such notification shall include pertinent data such as addresses, phone numbers, etc., where said agent or agents may be contacted at any time of the day or night. The agent or agents shall be clothed with full authority to act for the Successful Bidder(s) in all cases, and to carry out any instructions relative to the work may be given by the City.

2.13. SUPERVISION

Successful Bidder(s) shall employ a competent supervisor, at no additional cost to the City, who shall be in charge of project and monitor the quality of the work and performance of the Successful Bidder's personnel during the progress of the project. The supervisor shall be the primary representative for the Successful Bidder(s) and all communications given to and all decisions made by the supervisor shall be binding to the Successful Bidder(s). Notwithstanding, the supervisor shall be considered to be, at all times, an employee of the Successful Bidder(s) under its sole direction and not an employee or agent of City of Miami.

2.14. RESPONSE TIME

A ~~twenty-four (24)~~ hour response time is required. Failure to respond to a service call within the specified time may result in the successful vendor paying any and all costs associated with the repairs performed by a secondary vendor.

2.15. COMPLETION TIME

Substantial completion shall be achieved within a reasonable time period, weather permitting, from Notice to Proceed.

2.16. SPECIFICATION EXCEPTION

Any obvious error or omission in the specifications shall not be used to the benefit of the Bidder(s) but shall put the Bidder(s) on notice to inquire or identify the same from the City.

2.17. COMPLETED WORK

The City shall be notified by the Successful Bidder upon completion of work. The City shall inspect and approve completed work before authorizing payment. Work not satisfactorily completed shall be redone by the Successful Bidder at no additional charge to the City.

2.18. HOURLY LABOR RATE

The hourly rate quoted shall include full compensation for labor, equipment use, travel time, and any other cost to the Bidder. This rate is assumed to be at straight time for all labor, except as otherwise noted.

2.19. METHOD OF PAYMENT

Payment will be made upon final completion and acceptance of the project. The City will pay the contract price minus any liquidated damages and/or other damages to the Successful Bidder(s) upon final completion and acceptance. Payment will be made on partial deliveries accepted by the City when the amount due on such deliveries so warrants at the discretion of the City.

2.20. LIQUIDATED DAMAGES

Failure to complete the project in accordance with the specifications and to the satisfaction of the City within the time stated, shall result in liquidated damages being assessed. The Successful Bidder shall be subject to an assessment of liquidated damages in the amount of \$100.00 for each and every calendar day the work remains incomplete (not to exceed the total amount of the contract), as compensation due to the City for loss of use and for additional costs incurred by the City due to such noncompletion of the work. The City shall have the right to deduct said liquidated damages from any amount due or that may become due to the Successful Bidder under this agreement or to invoice the Successful Bidder for such damages if the costs incurred exceed the amount due to the Successful Bidder.

2.21. DAMAGES TO PUBLIC/PRIVATE PROPERTY

The Successful Bidder shall carry out the work with such care and methods as not to result in damage to public or private property adjacent to the work. Should any public or private property be damaged or destroyed, the Successful Bidder, at his/her expense, shall repair or make restoration as is practical and acceptable to the City and/or owners of destroyed or damaged property promptly within a reasonable length of time. (Not to exceed one month from date damage was done).

2.22. WORKMANSHIP AND MATERIALS

All parts installed and materials used in performance of this Contract shall be new and unused (of current design or manufacture). Salvage materials will not be allowed without the express consent of the City. All materials and workmanship shall be of the highest quality and shall conform to all applicable laws, statutes, codes and ordinances, so as to ensure safe and functional operation. The City shall be the sole judge as to parts and workmanship.

2.23. MATERIALS/PRODUCT QUALITY

The Successful Bidder(s) hereby acknowledges and agrees that all materials/products, except where recycled content is specifically requested, supplied by the Successful Bidder(s) in conjunction with this Bid shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials/products supplied to the City by the Successful Bidder(s) are found to be defective or do not conform to specifications, the City reserves the right to cancel the order and return such materials/products to the Successful Bidder(s) to replace the materials/products at the Successful Bidder's expense.

2.24. WARRANTY

The Successful Bidder(s) will be required to provide a warranty in which the Successful Bidder(s) agrees to repair or replace components of playground system that fail in materials or workmanship within the specified warranty period. Warranty shall not be conditioned on the City providing periodic application of sealers or other coatings, or any other maintenance, to the wear course during the warranty period. If such coatings are required during the warranty period, they shall be provided by the Successful Bidder(s) at no additional cost to the City.

2.25. USE OF PREMISES

The Successful Bidder(s) shall confine his/her equipment, apparatus, the storage of materials, and the operation of his/her workmen to the limits indicated by law, ordinances, permits, or direction of the project manager, and shall not unreasonably encumber the premises with his/her materials. The Successful Bidder(s) shall take all measures necessary to protect his/her own materials.

2.26. SAFETY MEASURES

The Successful Bidder(s) shall take all necessary precautions for the safety of employees, and shall erect and properly maintain at all times all necessary safeguards for the protection of the employees and the public. Danger signs warning against hazards created by his/her operation and work in progress must be posted.

All employees of the Successful Bidder(s) shall be expected to wear safety glasses or goggles, appropriate clothing, and hearing protection when and wherever applicable. The Successful Bidder(s) shall use only equipment that is fully operational and in safe operating order. The Successful Bidder(s) shall be especially careful when servicing property when pedestrians and/or vehicles are in close proximity - work shall cease until it is safe to proceed.

2.27. FAILURE TO PERFORM

Should it not be possible to reach the Successful Bidder(s) or supervisor and/or should remedial action not be taken within 48 hours of any failure to perform according to specifications, the City reserves the right to

declare Successful Bidder(s) in default of the contract or make appropriate reductions in the contract payment.

2.28. ADDITIONAL CONTRACTOR(S) OR SUBCONTRACTOR(S)

There are no implied or express guarantee that all Successful Bidders under this contract will receive work assignments during any given catastrophic events such as tornadoes, hurricanes, severe storms or any other public emergency. However, the City reserves the right to assign work to multiple Successful Bidders at any given point in time, add Contractor(s) who were not part of the initial award to the contract or direct Successful Bidder(s) to hire Subcontractor(s), which may or may not be part of this bid contract, to expedite the clean-up efforts of debris to restore normalcy and order to the lives of City residents, businesses, and general public in an expeditious manner.

2.29. ADDITIONS/DELETIONS OF PRODUCTS/SERVICES/LOCATIONS

Although this Solicitation identifies specific locations/services/products to be serviced, it is hereby agreed and understood that any location/services/products may be added/deleted to/from this contract at the option of the City.

When an addition to the contract is required, the successful bidder(s) under this contract shall be invited to submit price quotes for these new locations/services/products. If these quotes are comparable with market prices offered for similar services/products, they shall be added to the contract whichever is in the best interest of the City and an addendum and a separate purchase order shall be issued by the City.

2.30. TERMINATION

A. FOR DEFAULT

If Successful Bidder defaults in its performance under this Contract and does not cure the default within 30 days after written notice of default, the City Manager may terminate this Contract, in whole or in part, upon written notice without penalty to the City of Miami. In such event the Successful Bidder shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Successful Bidder was not in default or (2) the Successful Bidder's failure to perform is without his or his Subcontractor's control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City of Miami.

B. FOR CONVENIENCE

The City Manager may terminate this Contract, in whole or in part, upon 30 days prior written notice when it is in the best interest of the City of Miami. If this Contract is for supplies, products, equipment, or software, and so terminated for the convenience by the City of Miami the Successful Bidder will be compensated in accordance with an agreed upon adjustment of cost. To the extent that this Contract is for services and so terminated, the City of Miami shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

2.31. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included as part of your solicitation response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force or effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that the General

783382

Conditions and Special Conditions in this solicitation are the only conditions applicable to this solicitation and that the Bidder's authorized signature affixed to the Bidder's acknowledgment form attests to this.

3. Specifications

3.1. SPECIFICATIONS/SCOPE OF WORK

Background

There are approximately 131 park facilities located in the City of Miami. This solicitation is designed to acquire rubber surfacing services necessary to repair the City's playground areas in a timely, efficient, and safe manner. This contract will include all current and future parks of the City of Miami, as well as use by any other user department of the City.

The Successful Bidder shall:

1. Furnish all labor, materials, supplies, tools, equipment, and heavy equipment necessary to perform work as needed and as requested by the Parks and Recreation Department (Parks)
2. Provide and pay for all materials, labor, tools, equipment, safety/protection barriers, transportation, taxes, insurance, etc. and all things necessary to execute, complete, and deliver the work requested by Parks.
3. Visit the designated sites at the direction of Parks to identify and confirm the repairs requested by Parks and to provide a quote for said repair prior to scheduling work.
4. Provide and use only "new" repair parts and materials on any project. Factory "seconds", refurbished, defects, discontinued, and/or surplus aftermarket parts and supplies shall not be used.
5. Be responsible for the removal of all debris from the site. All work areas shall be left in a clean and safe condition.
6. Not use the City facility's dumpster to dispose of any debris related to the project's work.
7. Only proceed with repair/installation when existing and forecasted weather conditions permit playground surface system installation to be performed according to manufacturer's written instructions and warranty requirements.
8. Provide a warranty in which the Successful Bidder agrees to repair or replace components of playground system that fail in materials or workmanship within the specified warranty period.

Additionally:

1. The playground safety surface system shall provide for resilient, seamless rubber surface installed meeting the following requirements:
 - A. Fall protection as required by Federal and State Statutes, Standards, Regulations and any reference material noted herein.
 - B. Accessibility as required by Federal and State Statutes, Standards and Regulations.

C. Surfaces intended to serve as accessible paths of travel shall be firm, stable and slip-resistant and as required by Federal and State Statutes, Standards and Regulations.

2. Only installers approved by the safety surfacing manufacturer will be considered for qualification

~~3. Warranty shall not be conditioned on the City providing periodic application of sealers or other coatings, or any other maintenance, to the wear course during the warranty period. If such coatings are required during the warranty period, they shall be provided by the installer at no additional cost to the City.~~

Large Scale Projects and Other Materials

1. All installation projects larger than 5500 sq ft will be quoted on an as needed basis.

2. All patch repair requests over 350 sq ft will be quoted on an as needed basis.

3. All fencing that may be needed to protect the area from the public shall be quoted by Successful Bidder on a separate line item.

Note:

Any obvious error or omission in the specifications shall not be used to the benefit of the Successful Bidder(s) but shall put the Bidder(s) on notice to inquire or identify the same from Parks.

The City reserves the right to purchase parts directly to complete any projects required under this contract.



Agreement

I. Parties

This Agreement, 2019-26 is made this ____ day of _____ 2019, by and between **PlayPower, Inc. ("Contractor")**, located at 11515 Vanstory Drive #100 Huntersville, NC, 28078 and the Town of Miami Lakes ("Town"), located at 6601 Main Street, Miami Lakes, FL 33014.

II. Recitals

Whereas the Town desires to enter into an agreement with Contractor for the purchase and installation of recreation and playground equipment, accessories, and supplies in an amount not to exceed budgeted funds; and

Whereas Contractor has agreed to provide said goods and services to the Town in accordance with its contract with the NJPA, dated April 14, 2017, except to the extent otherwise provided herein; and

Whereas the Town of Miami Lakes, with the Town Manager acting in accordance with Section 7 of the Town's Procurement Code, will enter into an agreement with Contractor, in accordance with the terms of Contract 030117-LTS, which is attached hereto as Exhibit "A" and made a part of this Agreement.

Therefore, both parties agree as follows:

III. Incorporation of Recitals

The provisions and recitals set forth above are hereby referred to and incorporated herein and made a part of this Agreement by reference.

IV. Products and Services

Contractor shall provide and install recreation and playground equipment, accessories, and supplies to the Town in accordance with the terms of the above referenced Contract. All other terms and conditions of said contract, a copy of which is attached hereto as Exhibit "A", are incorporated herein by reference, except to the extent otherwise provided herein.

V. Contract Modifications

The following contract modifications shall be made to the Agreement between the Town and Contractor from the Contract:

CONTRACT NUMBER

The Town of Miami Lakes' Recreation and Playground Equipment, Accessories, and Supplies agreement will be referenced as Contract #2019-26.

6601 Main Street • Miami Lakes, Florida, 33014

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

Website: www.miamilakes-fl.gov



EFFECTIVE DATE

Month _____ Day _____ of 2019

SUBCONTRACTORS

Contractor shall not subcontract any of the Work to be performed under this Contract without prior approval of the Project Manager.

INVOICING

Contractor shall provide the Town with an invoice once per month for the goods delivered in the prior month. At a minimum the invoice must contain the following information:

- Name and address of the Contractor
- Purchase Order number
- Contract number
- Date of invoice
- Invoice numbers (Invoice numbers cannot be repeated)
- Work performed
- Timeframe covered by the invoice
- Location of Work performed
- Additional Services price allowed by Change Order and/or written agreement
- Total Value of invoice

Failure to include the above information will delay payment. 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 shall 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.

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Contractor shall be compensated at the prices specified in the Bid Form of the Contract.

INSURANCE

The Town of Miami Lakes shall be shown as the additional insured under the required insurance. Copies of such insurance must be provided to the Town prior to the commencement of any Work under this Agreement.

REPRESENTATION ON AUTHORITY OR PARTIES/SIGNATORIES

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



Each person signing this Agreement on behalf of an entity represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

VI. Points of Contact

The points of contact for the Town shall be:

Contract Management: Nathalie Garcia or designee, Procurement Specialist
(305) 364-6100 ext. 1166 GarciaN@miamilakes-fl.gov

Project Manager: Daniel Angel or Designee, Operations Business Manager
(305) 364-6100 ext. 1131 AngelD@miamilakes-fl.gov

The point of contact for **Contractor** shall be:

Name: Connie Brown, email: connieb@miracleofsouthflorida.com

Title: Sales Representative, phone: 954-520-4523

Playpower

Contractor

[Signature]

Signature

Kevin Walker

Name (Print)

Manager

Title

Town of Miami Lakes

Edward Pidermann, Town Manager

Attest:

Gina Inguanzo, Town Clerk



Exhibit "A"
CONTRACT 030117-LTS
Recreation and Playground Equipment, Accessories, and
Supplies

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

Form C

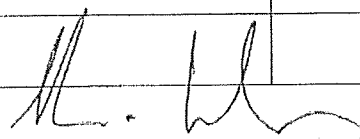
**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**




Company Name: PlayPower, Inc.

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS

Proposer's Signature:  Date: 2/23/17

NJPA's clarification on exceptions listed above:



Contract Award
RFP #030117

FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

RECREATION AND PLAYGROUND EQUIPMENT, ACCESSORIES, AND SUPPLIES

In compliance with the Request for Proposal (RFP) for RECREATION AND PLAYGROUND EQUIPMENT, ACCESSORIES, AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: PlayPower, Inc. Date: February 23, 2017

Company Address: 11515 Vanstory Drive #100

City: Huntersville State: NC Zip: 28078

Contact Person: David Sheedy Title: Director of Sales

Authorized Signature:  Kevin Walker
(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

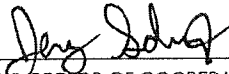
NJPA Contract #: 030117-LTS

Proposer's full legal name: PlayPower, Inc.

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be April 14, 2017 and will expire on April 14, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on April 14, 2017

NJPA Contract # 030117-LTS

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name PLAYPOWER, INC.

Authorized Signatory's Title Chief Financial Officer



VENDOR AUTHORIZED SIGNATURE

MICHAEL A. PRUSS

(NAME PRINTED OR TYPED)

Executed on April 17, 2017

NJPA Contract # 030117-LTS

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

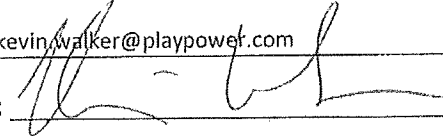
Company Name: PlayPower, Inc.

Address: 11515 Vanstory Drive #100

City/State/Zip: Huntersville, NC 28078

Telephone Number: 704-949-1600

E-mail Address: kevin.walker@playpower.com

Authorized Signature: 

Authorized Name (printed): Kevin Walker

Title: Sales Administration / Customer Service Manager

Date: Feb 23, 2017

Notarized

Subscribed and sworn to before me this 17th day of Feb., 2017

Notary Public in and for the County of Lawrence State of MO

My commission expires: April 13, 2018

Signature: 



KIM ADAMS
My Commission Expires
April 13, 2018
Lawrence County
Commission #14435117



Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: PlayPower, Inc

Questionnaire completed by: David Sheedy, Julie Davis

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?

Net 30 days upon invoicing

- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

PlayPower has partnered with National Cooperative Leasing (NCL) to offer NJPA members a complete suite of finance solutions. NCL is a current NJPA financing contract holder (#032615-NCL) and is an industry expert in municipal financing solutions. NCL will offer leasing terms from 12-120 months on transactions from \$5,000.00 and up. Traditional leasing and financing programs will be offered along with programs specifically designed for schools and governmental entities including Tax-Exempt Municipal Leases and a Purchase Order Only program. There is no ownership, common ownership, or control between PlayPower and NCL.

- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

PlayPower most often will invoice NJPA members directly which makes gathering of sales data very straightforward. Reps/dealers when billing directly are required to provide copies of purchase orders from members which will include PlayPower's NJPA contract number and the NJPA Member number. The proposed process will follow our current NJPA process that requires orders to be coded as an NJPA order at the time of submission.

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

No. The benefits of P-card procurement is most beneficial for smaller transactions. PlayPower's average playground sold exceeds \$20,000 so the real benefits of P-card would not be recognized.

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

All PlayPower products offer a world class warranty that covers both manufacturing defects and workmanship. See each of our brand's warranty certificates attached separately to this RFP submittal.

- Do your warranties cover all products, parts, and labor?

As a manufacturer of recreation and playground equipment, accessories and supplies, we warranty our materials and workmanship only. All labor, including installation and repairs can be coordinated and quoted on a case by case basis with our Representative/Distributor/ Dealer Network. A complete listing of our Representative/Distributor/ Dealer Network has been provided.

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?

There are no usage limit restrictions with our warranty. Warranty statements for all of our brands have been supplied with this RFP submittal.

- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?

Industry standards dictate that travel time is not covered under warranty. While there are some exceptions, PlayPower typically adheres to this standard.

- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?

All PlayPower brands can provide warranty repairs in all regions of the United States.

- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?

PlayPower does not warranty products and services from other manufacturers. Any products sold from other manufacturers as a turn-key solution carry a warranty provided by the original manufacturer.

- What are your proposed exchange and return programs and policies?

While the product is standard, the design of Recreation and Playground Equipment accessories and supplies is very customized. Due to this, Playpower requires a 30% restocking fee for returns and exchanges.

- 6) Describe any service contract options for the items included in your proposal.

All of PlayPower's Representatives, Distributors, Dealers and Installers are factory trained and certified to service and repair our products. All warranty and service work will be coordinated between the NJPA member and our representatives.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

A good family can make all the difference - so we would like you to meet one of the greatest families in the world: PlayPower. We lead the world in recreation equipment manufacturing - everything from commercial playgrounds, park & site amenities, fitness equipment, and shade, to floating modular boat docks and safety surfacing. All professionally supported by representatives all over North America (and the world for that matter) to meet NJPA Members' needs.

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and

product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Due to the size and scope of our product offering along with seven separate brands (companies) offered in this proposal and the discount structures varying by brand, a separate pricing discount file has been provided with this RFP submittal. Please refer to that document.

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

As stated above, due to the size and scope of our product offering along with seven separate brands (companies) offered in this proposal and the discount structures varying by brand, a separate pricing discount file has been provided with this RFP submittal. Please refer to that document.

- 10) The pricing offered in this proposal is

- a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- d. other than what the Proposer typically offers (please describe).

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

Volume Rebates (per calendar year):

- \$500,000 - \$999,999 - 1% rebate
- \$1,000,000 - \$1,499,999 - 2% rebate
- \$1,500,000+ - 3% rebate

- 12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.

This service is coordinated by our independent representative/distributor/dealer networks. In the event PlayPower is doing the billing, we simply do a pass through with no markup on these services. Each service can vary due to location, size and scope of work.

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Some projects related to our recreation and playground equipment products, accessories and supplies can be material-only procured or more often, a turn-key solution. In the event of a turnkey solution project, sourced work such as installation, curbing, sidewalks, landscaping, and any other types of non-equipment related work could be involved. This service can be coordinated by our independent representative/distributor/dealer networks. In the event PlayPower is doing the billing, we simply do a pass-through with no markup on these services. Each service can vary due to location, size and scope of work. Installation is specifically addressed in the pricing discount schedule which is provided with this RFP submittal.

14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

Any additional freight cost will be evaluated by PlayPower's shipping department and the best available rate and service will be passed on to the NJ PA member during the quote process.

15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

As is the case in the 48 contiguous United States, freight is the responsibility of the NJPA member. Additional freight charges will be evaluated by PlayPower's shipping department and the best available rate and service will be passed on to the NJ PA member during the quote process.

16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

Where it makes sense, we use **Intermodal freight transport** which involves the transportation of freight in an intermodal container or vehicle, using multiple modes of transportation (rail, truck, ship), without any handling of the freight itself when changing modes. The method reduces cargo handling, and so improves security, reduces damage and loss, and allows freight to be transported faster. Reduced costs over road trucking is the key benefit.

17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

- PlayPower's order entry system has required point and click requirements as it relates to contracts. When an order is entered, the system literally prompts the user with the question "Is this a NJPA project?" and the user is required to answer YES or NO to proceed. The order entry system also checks for minimum discount compliance.
- All NJPA orders are also reviewed manually for compliance to ensure minimum NJPA pricing discounts and are entered with a NJPA code to ensure proper reporting and administrative fee.
- In addition, management reviews total amount of NJPA sales for accuracy and in addition, evaluates representatives' performance selling the NJPA contract on an annual basis.
- NJPA sales tracking is included in PlayPower's corporate budgeting process.

18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

We propose a 1% administrative fee for all PlayPower Equipment sold. This is calculated at LIST PRICES and not discounted net sales. In addition, we propose a 1% administrative fee for all open market/turnkey solution products, work and services billed and provided to NJPA members directly from PlayPower or through our independent representative/distributor/dealer network.

Industry-Specific Questions

19) Of the following main categories, identify those in which you provide solutions: playground, recreation, aquatic/beach, and/or ice arena.

Playground equipment, recreation and aquatic/beach

20) If your RFP offering better fits within a sub-category not identified in the preceding question, identify the subcategory using the list provided in the scope section of this RFP (Sec. 3.17.1.1).

PlayPower offers solutions in all categories/sub-categories with the exception of ice arena products

21) Rank any subcategories you fit into (e.g., 1-5) based on how strongly you are positioned within each.

1. Playgrounds
2. Shade
3. Outdoor Exercise Equipment
4. Site Amenities & Site Furnishings
5. Recreation
6. Playground Surfacing
7. Bike Racks
8. Aquatic, beach, trail – Docks
9. Skate Park
10. Shelters

22) Specifically describe any manufacturing processes or material specification-related attributes that differentiate your offering from your competitors.

PlayPower creates state-of-the-art recreation, playground equipment, outdoor fitness, dock systems, contained play systems, shade, benches, tables, etc. utilizing the best in materials and processes. Just a few of our state-of-the-art innovations and features are:

- Versalok® II clamping system makes installation of components a snap. The clamp is made from up to 100% recycled aluminum alloy, and all fastening hardware is stainless steel and tamper-resistant.
- GatorGrip® - Miracle's handrails and rungs feature GatorGrip, with a texture that is friendly and reassuring to small hands.
- Flo-Coat® - Our state-of-the-art Flo-Coat® steel tubing was developed specifically for children's playground equipment, and is zinc galvanized coated inside and out for superior resistance to abrasions, scratches, salt, and the elements.
- Mira-Cote® - All metal components are finished with Mira-Cote- a durable, electrostatically applied, non-toxic, lead-free, polyester powder coating that's available in almost 30 colors.
- Mira-Therm® - All decks, steps, ramps, and bridges, as well as a variety of complementary items, are coated with Mira-Therm®, our proprietary brand of polyvinyl chloride (PVC) containing UV stabilizers, color pigments, and flame retardants. Mira-Therm® coated punched steel with folded edges provides quick drainage, with holes too small for fingers.
- Naturtek - Our exclusive material is the most realistic natural imitation in the marketplace. It not only looks real, but feels real. That's because we've been able to replicate the actual look and feel of real rocks, trees and stumps. This product is unlike any other.
- Gelefish - We've transformed the playground by fusing trend-setting designs with traditional play events that kids love. Gelefish offers a customizable design with countless possibilities of play component configurations delivering more fun-per-foot.
- EZ Dock Flotation Chambers - Simply put, our patented flotation design creates stability. When you walk on an EZ Dock, you will immediately notice the difference when compared to other floating docks. Our docks don't just float, they actually enhance steadiness thanks to the compression and suction of the hollow chambers on the underside.
- EZ Dock Connection Couplers - EZ Dock's patented connection couplers allow sections to move independently under high-stress conditions, while still providing unified firmness.

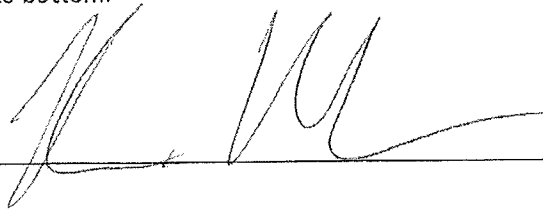
Plus, our polyethylene construction provides outstanding modularity, buoyancy, functionality and safety.

- NEOS outdoor electronic playgrounds were the first of its kind introduced in the marketplace. Our fun electronic games inspire kids of all ages to go out and play.
- PlayPod. This innovative service employs Microsoft Tag to provide 24/7 mobile access to useful information for both maintenance professionals and anyone using the equipment. PlayPod delivers a playground ownership experience unmatched in the industry. It provides instant access to individualized installation and maintenance data and customer service links as well as fun play tips. PlayPod is a value-added service that works when users download the free Tag mobile app to a smartphone.
- BIBA Play, our fun-inspired mobile smartphone play application, while fun for kids and caretakers, is a data-capture system which allows NJPA members to capture data about their playgrounds for such things as playground usage habits, like time of day, gender usage, component usage, demographics and really endless other data. This yields big insight for NJPA members regarding information about their playgrounds. No other manufacturers offers this.

23) Describe any serviceability attributes that your offered solutions contain. Please indicate which of these attributes are considered "industry-expected attributes" and which you believe are "vendor differentiators."

In coordination with our vast array of local representatives, distributors and dealers, we offer a solution for NJPA members from the design phase of their project all the way through the installation. We always design for no cost to the NJPA member which differentiates us from some other competitors. PlayCreator, our proprietary software that no other manufacturer has, allows us to design for safety and standards. Our representatives manage projects through the construction phase, whether we are coordinating that work or whether it is being coordinated by the NJPA member. Some other manufacturers work on a "supply only" basis and do not offer this. And once the project is complete, our representatives can offer maintenance. In addition, all of our outdoor play representatives and installers are Certified Playground Safety Inspectors (CPSI) and can provide safety inspections for NJPA members for all of their playgrounds, whether they were manufactured by PlayPower or not. We know what NJPA members expect and we have them covered from top to bottom.

Signature: _____



Date: _____

2/23/17



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Edward Pidermann, Town Manager
Subject: Eminent Domain
Date: 4/9/2019

Recommendation:

It is recommended that the Town grant the Town Attorney to take action to obtain a conveyance of certain private property in fee simple in order to achieve the connectivity of 59th avenue to N.W. 151 Street. Completion of this acquisition is essential to the completion of this project, and serves a necessary public purpose, consistent with Florida Law, in allowing the Town to achieve connectivity of its roadways.

Background:

Consistent with the Town's Strategic Plan, and the Town Council's directive, Town Staff facilitated a Transportation Summit to formulate comprehensive solutions to the Town's transportation challenges. The Transportation Summit included the participation of all relevant transportation agencies and identified several key strategies to improve transportation and the distribution of traffic flow in Miami Lakes. Subsequent to the Summit, the Town Council Approved Resolution No. 15-1330 to address the transportation and mobility challenges through identified strategies. One of the identified strategies was to "Extend NW 59th Avenue south to Miami Lakes Drive".

The NW 59th Avenue Extension and Redevelopment Project includes the design and construction of a bridge and roadway improvement extending NW 59th Avenue over the C-8 Canal (Canal #870609) south to NW 151st Street. Completion of the extension to NW 151 Street requires the purchase of privately held land adjacent to NW 151st Street, and the acquisition of a perpetual easement from the Miami-Dade Aviation Department which runs along the C-8 Canal.

The NW 59th Avenue Extension and Redevelopment Project is included in the Transportation Summit Community Forum Adopted Strategies, Town of Miami Lakes Adopted Comprehensive Plan, Adopted Strategic Plan, and Adopted 5-Year Capital Improvement Plan. The Project will benefit the Town, neighboring jurisdictions, Miami-Dade County, and regional industries by providing essential north-south connectivity to access businesses and commerce located on and around NW 59th Avenue, relieving traffic congestion on the State Highway System (SHS) NW 57th Avenue (Red Road), improving public infrastructure which brings economic recovery and enhancement to vacant spaces, and reducing the burden on the Miami Lakes population to travel outside Town boundaries to access local businesses, jobs, and services.

Throughout several public meetings, the Town Council has deliberated and discussed options to obtain

private property in order to allow the connectivity of N.W. 59th Avenue. Throughout the Council's deliberation, they have taken public input, and discussed the financial and beneficial impact on the Town. Accordingly, during the February 2019 meeting, the Town Council provided the Town Attorney with instructions to proceed with the Eminent Domain Process on the parcel attached hereto as Exhibit "A." A key component to begin this process is the passing of this resolution.

ATTACHMENTS:

Description

Resolution

Survey

RESOLUTION NO. 2019-_____

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

WHEREAS, the Town of Miami Lakes (the "Town") has adopted the Town's Comprehensive Plan and a Strategic Plan (the "Plan"), which promote health, safety and welfare of its residents by creating principles, guidelines, and balanced economic social, physical environmental, and fiscal development of the Town; and

WHEREAS, in accordance with Florida law and based upon studies and data, the Plan incorporates several key "Objectives" that contain goals, standards and policies for proper implementation, which are further laid out in the Town's Strategic Plan; and

WHEREAS, consistent with the Plan, the Town held a transportation summit to address and formulate comprehensive transportation solutions to the Town's transportation challenge, among them 59th avenue connectivity south to N.W. 154th street; and

WHEREAS, the N.W. 59th avenue connectivity will ease traffic woes, and allow the Town to provide essential municipal services to the North-Eastern quadrant of Town; and

WHEREAS, the N.W. 59th avenue extension project includes the design and construction of a bridge and roadway improvement extending N.W. 59th Avenue over the C-8 Canal South to N.W. 151 Street; and

WHEREAS, completion of the extension to N.W. 151 Street requires the purchase of privately held land adjacent to N.W. 151st Street, and the acquisition of land, or a perpetual easement from the Miami-Dade Aviation Department; and

WHEREAS, on January 29, 2019, the Town held a workshop to discuss the possible need to move forward with the purchase or eminent domain process of private property and discussed different purchase or eminent domain options; and

WHEREAS, during the February 2019 Town Council Meeting, the Council determined that the purchase or eminent domain of the property described in Exhibit “A,” is the most suitable to allow for the connectivity of N.W. 59th Avenue; and

WHEREAS, the Town Council finds that acquisition of fee simple title to the property described in Exhibit “A” serves a public purpose and is necessary for the connectivity of the Town’s transportation system; and

WHEREAS, the Town Council, through the process of public meetings, has considered costs, long-range area planning and, other factors relevant to acquisition; and

WHEREAS, the Town Council finds that it is necessary to take legal action and employ legal counsel, real estate appraisers, rights-of-way consultants, and other necessary experts to accomplish such acquisition; and

WHEREAS, the Town Council is authorized by Sections 166.401 and 166.411 Florida Statutes to exercise the right and power of eminent domain.

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. **Public Purpose and Necessity.** It is hereby declared that it is necessary to acquire, through negotiated conveyance or eminent domain, fee simple title to the subject property described in Exhibit “A.” It is further declared that acquisition of the subject property serves a public purpose and is necessary for the development and expansion of the Town’s transportation network by allowing connectivity of its roadways.

Section 3. **Authorization to Initiate Proceedings.** The Town Attorney and all others acting on his behalf are authorized initiate eminent domain proceedings pursuant to Chapters 73,74, and 166, Florida Statutes, and to file petitions, pleadings, affidavits, declarations of taking and any other documents authorized by Florida Statute or rule of court to accomplish the acquisition as described herein.

Section 4. **Authorization to Engage Professionals.** The Town Attorney and all others action on his behalf are authorized to contract with outside counsel, real estate appraisers, land planners, engineers title examiners and other expert witnesses and consultants in connection with eminent domain proceedings.

Section 5. **Authorization to Take other Necessary Action.** The Town Manager and Town Attorney and all others acting on their behalf are authorized to take such further actions as are reasonably required to fully accomplish the purposes hereinabove directed.

Section 6. **Effective Date.** This Resolution shall be effective immediately upon adoption.

***** This Section has been left intentionally blank *****

Passed and adopted this ____ day of April, 2019

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

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

Manny Cid
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

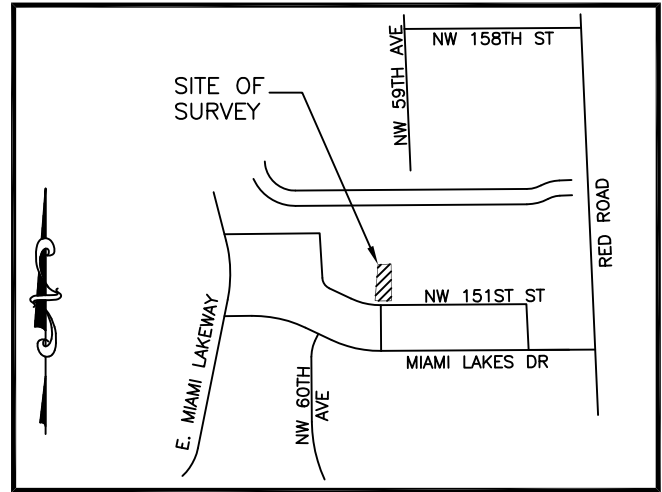
Approved as to form and legal sufficiency:

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

EXHIBIT "A"
SURVEY AND LAND DESCRIPTION

LEGEND:

- BK. BOOK
- CHK. CHECKED
- DWG. DRAWING
- L ARC LENGTH (CURVE)
- LB LICENSED BUSINESS
- M.D.C.R. MIAMI-DADE COUNTY RECORDS
- O.R.B. OFFICIAL RECORDS BOOK
- P.A. PROFESSIONAL ASSOCIATION
- P.B. PLAT BOOK
- PG. PAGE
- P.S.M. PROFESSIONAL SURVEYOR AND MAPPER
- R RADIUS (CURVE)
- SQ. FT. SQUARE FEET
- Δ DELTA/CENTRAL ANGLE (CURVE)



LOCATION SKETCH
(NOT TO SCALE)

LEGAL DESCRIPTION:

LOT 12, BLOCK 2, MIAMI LAKES INDUSTRIAL PARK SECTION FIVE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 93, PAGE 96, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

SAID LANDS LYING IN THE TOWN OF MIAMI LAKES, MIAMI-DADE COUNTY, FLORIDA. CONTAINING 36,051 SQUARE FEET MORE OR LESS.

SURVEY NOTES:

1. NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARING'S SHOWN HEREON ARE RELATIVE TO THE PLAT OF MIAMI LAKES INDUSTRIAL PARK SECTION FIVE, PLAT BOOK 93, PAGE 96, MIAMI-DADE COUNTY RECORDS. REFERENCE BEARING OF N87°00'45"E ALONG THE NORTH LINE OF BLOCK 2.
3. THIS IS NOT A SURVEY.
4. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
5. INTERIOR IMPROVEMENTS NOT SHOWN.
6. THIS SKETCH DOES NOT IDENTIFY THE LIMITS OR EXTENT OF POTENTIAL JURISDICTIONAL BOUNDARIES.
7. THE LAND DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE, BELIEF, AND INFORMATION AS DELINEATED UNDER MY DIRECTION ON MARCH 7, 2019. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KEITH AND SCHNARS, P.A.
ENGINEERS-PLANNERS-SURVEYORS

BY: DONALD A. SPICER, P.S.M.
FLORIDA REGISTRATION NO. 4677

Z:\Projects\18195\10_NW 59TH STREET\SURVEY\CAD\18195_10_LOT 12_SD.dwg

SKETCH OF DESCRIPTION

LOT 12, BLOCK 2
MIAMI LAKES INDUSTRIAL PARK
SECTION FIVE
P.B. 93, PG. 96, M.D.C.R.
TOWN OF MIAMI LAKES, MIAMI-DADE COUNTY, FLORIDA

DATE	3/7/2019
SCALE	AS SHOWN
FIELD BK.	N/A
DWG. BY	DAS
CHK. BY	RKK

DATE	REVISIONS



LB 1337
6500 NORTH ANDREWS AVENUE
FORT LAUDERDALE, FL. 33309-2132 (954)776-1616
SHEET NO. 1 OF 2 SHEETS
PROJECT NO. 18195L

TRACT "P"
MIAMI LAKES INDUSTRIAL PARK
SECTION THREE
 P.B. 85, PG. 62, M.D.C.R.
 FOLIO: 32-2024-011-0101
 OWNER: MIAMI-DADE COUNTY AVIATION DEPARTMENT

N87°00'45"E
 107.63'

FOLIO: 32-2024-015-0190
 OWNER: HORIZON PROPERTIES

LOT 11

N05°10'54"E
 295.24'

LOT 12
 (36,051 SQ. FT.)

FOLIO: 32-2024-015-0210
 OWNER: TSC INVESTMENTS, LLC
 O.R.B. 24346, PG. 2529, M.D.C.R.

FOLIO: 32-2024-015-0230
 OWNER: CORPORATE COURTS AT MIAMI LAKES, INC.
 O.R.B. 16937, PG. 2501, M.D.C.R.

N00°01'39"E
 301.84'

LOT 13

MIAMI LAKES INDUSTRIAL PARK
 BLOCK 2
SECTION FIVE
 P.B. 93, PG. 96, M.D.C.R.

$\Delta=5^{\circ}09'15''$
 $R=525.00'$
 $L=47.23'$

N89°58'21"E
 86.82'

10' UTILITY EASEMENT PER P.B. 93, PG. 96

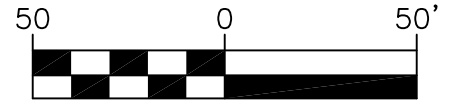
NW 151ST STREET

NW 59TH COURT

10' UTILITY EASEMENT PER P.B. 93, PG. 96



GRAPHIC SCALE



(IN FEET)

Z:\Projects\18195\10_NW 59TH STREET\SURVEY\CAD\18195_10_LOT 12_SD.dwg

SKETCH OF DESCRIPTION

LOT 12, BLOCK 2
 MIAMI LAKES INDUSTRIAL PARK
 SECTION FIVE
 P.B. 93, PG. 96, M.D.C.R.

TOWN OF MIAMI LAKES, MIAMI-DADE COUNTY, FLORIDA

DATE 3/7/2019
 SCALE AS SHOWN
 FIELD BK. N/A
 DWG. BY DAS
 CHK. BY RKK

DATE	REVISIONS

KS KEITH & SCHNARS

LB 1337
 6500 NORTH ANDREWS AVENUE
 FORT LAUDERDALE, FL. 33309-2132 (954)776-1616
 SHEET NO. 2 OF 2 SHEETS
 PROJECT NO. 18195L



Town of Miami Lakes Memorandum

To: Honorable Mayors and Councilmembers
From: Edward Pidermann, Town Manager
Subject: Authorization to Award Contract for NW 60th Avenue/Pedestrian Improvements Project
ITB 2019-06
Date: 4/9/2019

Recommendation:

It is recommended that the Town Council authorize the Town Manager to execute a contract with Florida Engineering and Development, Corp. ("Florida Engineering") for the NW 60th Avenue Bicycle/Pedestrian Improvements Project in an amount not to exceed \$1,166,535. This amount includes Florida Engineering's bid amount of \$1,060,486.26 and a contingency amount of \$106,048.74, approximately 10%, for unforeseen circumstances. Construction is anticipated to be completed within 194 days after issuance of an NTP. This is a grant funded project by the Florida Department of Transportation's Transportation Alternative Program ("FDOT TAP"). Funds are also budgeted from the Capital Projects fund.

Background:

As part of the Transportation Improvement Initiative outlined in the Town's Strategic Plan 1.1.6, the NW 60th Avenue Bicycle/Pedestrian Improvements Project is aimed to increase pedestrian mobility with the construction of bicycle lanes, sidewalks, crosswalks and ADA compliant intersections with curb ramps at Business Park East which covers the area along NW 60th Avenue from NW 139th Street to Miami Lakes Drive ("Business Park East").

This project relates to surface transportation by functioning to connect neighborhoods to a Town-wide bicycle and pedestrian green network that will link to key destinations in the Town, such as Main Street, schools, corporate centers, businesses and parks. The availability of pedestrian and bicycle facilities and amenities plays a crucial role in encouraging the use of alternative modes of travel.

The Town issued ITB 2019-06 for NW 60th Avenue Bicycle/Pedestrian Improvements Project on February 13, 2019. The ITB/RFP/RFQ was advertised in the Miami Daily Business Review, posted to DemandStar, Public Purchase, and posted in the Government Center Lobby.

To qualify for award, prospective Bidders were required to:

1. Possess a current certified license from the State of Florida as a General Contractor, or a Certificate of Competency from the Miami-Dade County's Construction Trades Qualifying Board as either a General Engineering Contractor or a Specialty Engineering Contractor;
2. Have completed a minimum of three (3) projects of a similar size, scope and complexity in the last five (5) years, where the value of each project exceeds \$750,000;
3. Be an FDOT pre-qualified contractor for work classes 7, 8, 10, 11, 12, 15, 28, 33, and 40, or include subcontractors that are FDOT pre-qualified for those work classes that the prime contractor is not pre-qualified to perform; and
4. Be capable of self-performing forty percent (40%) of the primary physical construction Work.

On the date of the bid opening/proposal deadline, March 14, 2019, we received three (3) bids from the following Bidders:

1. Continental Construction USA, LLC ("Continental") - \$1,039,235.34
2. Florida Engineering and Development Corp. ("Florida Engineering") - \$1,060,486.26
3. Metro Express, Inc. ("Metro") - \$1,064,612.40

Procurement performed a due diligence review of the bids for responsiveness and found that Continental, the lowest bidder, submitted a non-responsive bid. Continental failed to meet the minimum qualifications that required bidders to (1) have completed three (3) projects of a similar size, scope and complexity in the last five (5) years, where the value of each project exceeds \$750,000; and (2) be an FDOT pre-qualified contractor for work classes 7, 8, 10, 11, 12, 15, 28, 33, and 40, or include subcontractors that are FDOT pre-qualified for those work classes that the prime contractor is not pre-qualified to perform.

The review of Florida Engineering's bid did not reveal any material defects in the bid or in Florida Engineering's qualifications. Florida Engineering has been in business for 16 years and is licensed to do the work. Procurement did not find any issues with Florida Engineering's licenses or litigation history. Florida Engineering is currently the primary contractor for the Town's SRTS Miami Lakes Elementary School Project.

Based on our review of the bid submittals we have determined that Florida Engineering is the lowest responsive and responsible bidder and their bid prices are fair and reasonable. As such, it is recommended that the Town Council authorize the Town Manager to award a contract in an amount not to exceed \$1,166,535 to Florida Engineering and Development Corp.

ATTACHMENTS:

Description

Resolution

Agreement

RESOLUTION NO. 19-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE AWARD OF A CONTRACT FOR ITB 2019-06, NW 60TH AVENUE BICYCLE/PEDESTRIAN IMPROVEMENTS PROJECT TO FLORIDA ENGINEERING AND DEVELOPMENT CORP. IN AN AMOUNT NOT TO EXCEED \$1,165,094; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, in accordance with Section 5 of Town Ordinance 17-203, the Town issued an Invitation to Bid ("ITB") No. 2019-06 on February 13, 2019, for NW 60th Avenue Bicycle/Pedestrian Improvements Project; and

WHEREAS, the ITB was properly advertised in the Miami Daily Business Review, posted on the Town Website, Demand Star, and Public Purchase, and noticed in the Town Hall lobby; and

WHEREAS, the Town received three (3) bids by the bid deadline from Continental Construction USA, LLC, Florida Engineering and Development Corp, and Metro Express, Inc.; and

WHEREAS, based on due diligence, the Town's Procurement department determined the lowest bidder, Continental Construction USA, LLC, was non-responsive for failing to meet the minimum qualifications to be eligible for award; and

WHEREAS, the Town's Procurement department concluded that Florida Engineering and Development Corp. was the lowest responsive and responsible bidder; and

WHEREAS, Procurement recommended awarding a contract to Florida Engineering and Development Corp. in the amount of one million, one hundred sixty-five thousand, ninety-four dollars and 00/100 (\$1,165,094.00), which includes Florida Engineering and Development Corp.'s bid amount of one million, fifty-nine thousand, one hundred seventy-five dollars and 86/100 (\$1,059,175.86) plus a contingency amount of one hundred five thousand, nine hundred and eighteen dollars and 14/100 (\$105,918.14) for unforeseen circumstances or additional work; and

WHEREAS, the Town Manager concurs with Procurement's recommendation and recommends the Town Council authorize the award of a contract to Florida Engineering and Development Corp. for the construction of the NW 60th Avenue Bicycle/Pedestrian Improvements Project in an amount not to exceed one million one hundred ninety four thousand and 00/100 (\$1,165,094.00); and

WHEREAS, the Town Council approves the recommendations of the Town Manager and authorizes the Town Manager to enter into a contract with Florida Engineering and Development Corp. for the construction of the NW 60th Avenue Bicycle/Pedestrian Improvements Project in an amount not to exceed one million one hundred ninety four thousand and 00/100 (\$1,165,094).

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

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

Section 2. Approval of the Contract. The Town Council hereby approves the award of a contract to Florida Engineering and Development Corp. in substantially the same form attached herein as Exhibit “A” for the construction of the NW 60th Avenue Bicycle/Pedestrian Improvements Project in an amount not to exceed \$1,165,094.00 (hereinafter referred to as “Contract”).

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

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

Section 5. Execution of the Contract. The Town Manager is authorized to execute the Contract with Florida Engineering and Development Corp. in an amount not to exceed \$1,165,094.00 and to execute any extension and/or amendments to the Contract, subject to approval as to form and legality by the Town Attorney.

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

THIS SPACE INTENTIONALLY LEFT BLANK

Passed and adopted this _____ day of _____, 2019.

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

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

Manny Cid
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

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

EXHIBIT A

Agreement
between the
Town of Miami Lakes
and
Florida Engineering and Development Corp.
for
NW 60th Avenue Bicycle/Pedestrian Improvements Project, ITB
2019-06

**ITB FOR
NW 60th AVENUE BICYCLE/PEDESTRIAN
IMPROVEMENTS PROJECT**

ITB No. 2019-06



The Town of Miami Lakes Council:

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

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

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SECTION A. NOTICE TO BIDDERS

ITB Name: NW 60th Avenue Bicycle/Pedestrian Improvements Project

ITB No.: 2019-06

Submittals Due: 11:00 AM EST, March 14, 2019

The Town of Miami Lakes (the "Town") will be accepting sealed Bids for the Town's NW 60th Avenue Bicycle/Pedestrian Improvements Project ("Project"). Bidders are to submit one (1) marked original and two (2) physical copies of their Bid with original signatures, along with a virtual copy of the Bid on a Flash Drive. **Sealed Bids, including the Flash Drive must be received by the Town of Miami Lakes, Town Clerk at 6601 Main Street, Miami Lakes, Florida no later than 11:00 A.M. on March 14, 2019.**

This is a grant-funded project administered in coordination with FDOT District 6 Local Agency Program consisting of construction of the shared use path, milling and resurfacing of a roadway, and installation of roadway signage and pavement markings.

Scope of Work:

The Contractor must furnish all labor, materials, supplies, tools, equipment, supervision and services necessary to construct a shared use path at the project location per the attached project plans and in accordance with all applicable FDOT Design Standards, FDOT Standard Specifications, and the Americans with Disabilities Act. Contractor must furnish, install, construct, and deliver a complete project with the required maintenance and quality assurance testing as applicable to the project.

The Work includes, but is not limited to, the realignment of NW 60th Avenue from north of NW 138th St. to 150 ft. south of Miami Lakes Dr./NW 154th St. to accommodate new curb and gutter and a 10-foot wide shared use path along the west side of the corridor, the milling, resurfacing and overbuilding of the roadway, and the installation of new upgraded signing and pavement markings as required in the project plans. Porous Flexible Pavement is proposed at specific locations on the shared use path to minimize tree removal. Swales mostly behind the shared use path are provided to accommodate the runoff.

Location: NW 60th Avenue from north of NW 138th St. to 150 ft. south of Miami Lakes Dr./NW 154th St.

Minimum Qualification Requirements:

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

1. Possess a current certified license from the State of Florida as a General Contractor, or a Certificate of Competency from the Miami-Dade County's Construction Trades Qualifying Board as either a General Engineering Contractor or a Specialty Engineering Contractor;
2. Have completed a minimum of three (3) projects of a similar size, scope and complexity in the last five (5) years, where the value of each project exceeds \$750,000; and
3. Be an FDOT pre-qualified contractor for work classes 7, 8, 10, 11, 12, 15, 28, 38, and 40; and
4. Be capable of self-performing forty percent (40%) of the primary physical construction Work.

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

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

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

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

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

SECTION B. INSTRUCTIONS TO BIDDERS

B1 DEFINITION OF TERMS

1. **Basis of Design** means a specific manufacturer's product that is named; including the make or model number or other designation, establishing the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other manufacturers.
2. **Change Order** means a written document ordering a change in the Contract price or Contract time or a material change in the Work.
3. **Completed Project** means that the applicable regulatory authority has issued a Certificate of Completion.
4. **Completion Time** means the number of calendar days specified in the Contract for completion of the Project.
5. **Cone of Silence** means the time period and method of communications as required by Section 2-11.1 of the Miami-Dade County Code, which state that the Cone of Silence shall be in effect from the date the ITB is issued until the Town Manager issues a written recommendation.
6. **Construction Change Directive** means a written directive to effect changes to the Work, issued by the Consultant or the Project Manager that may affect the Contract price or time.
7. **Construction Schedule** means a schedule, as defined and required by the Contract Documents.
8. **Consultant** means a firm that has entered into a separate agreement with the Town for the provision of professional services.
9. **Contract** means the ITB and the ITB documents that have been submitted by the Contractor and the Contract Documents.
10. **Contract Documents** means the Contract as may be amended from time to time, any and all plans, specification, bonds, addendum, clarifications, directives, change orders, payments and other such documents issued under or relating to the Contract.
11. **Contractor** means the Successful Bidder who is issued a Purchase Order, Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the Town and who will be responsible for the acceptable performance of any Work and for the payment of all legal debts pertaining to the Work under the Contract.
12. **Cure** means the action taken by the Contractor promptly, after receipt of written notice from the Town of a breach of the Contract Documents, which must be performed at no cost to the Town, to repair, replace, correct, or remedy all material, equipment, or other elements of the Work or the Contract Documents affected by such breach, or to otherwise make good and eliminate such breach.
13. **Cure Period** means the period of time in which the Contractor is required to remedy deficiencies in the Work or compliance with the Contract Documents after receipt of a written Notice to Cure from the Town identifying the deficiencies and the time to Cure.
14. **Days** mean calendar days unless otherwise specifically stated in the Contract Documents.
15. **Defective Work** means (a) Work that is unsatisfactory, deficient, or damaged, does not conform to the Contract Documents, or does not meet the requirements of any inspection, test or approval, or (b) Work associated with punch list items that the Contractor fails to complete within a reasonable time after issuance of the punch list by the Project Manager.
16. **Design Documents, Plans or Sketch** means any construction plans and specifications or graphic representation included as part of the Contract.

17. **Field Directive** means a written direction from the Consultant or Project Manager directing the Contractor to proceed with Work requested by the Town, which is minor in nature and typically should not involve additional cost.
18. **Final Completion** means the date the Contractor has completed all the Work and submitted all documentation required by the Contract Documents.
19. **Inspector** means an authorized representative of the Town assigned to make necessary inspections of materials and the Work performed by the Contractor. The Town, at its sole discretion may hire a professional consultant to perform the inspections.
20. **Materials** mean goods or equipment incorporated in a Project, or used or consumed in the performance of the Work.
21. **Notice of Award** means the written letter to the Contractor notifying the Contractor that it has been awarded the Contract.
22. **Notice to Proceed** means a written letter or directive issued by the Town Manager or designee acknowledging that all conditions precedent to award have been met and directing that the Contractor may begin Work.
23. **Project** means a task or series of tasks that the Contractor must complete in accordance with the Contract Documents.
24. **Project Manager** means the individual assigned by the Town Manager or designee to manage the Project.
25. **Request For Information (RFI)** means a request from the Contractor seeking an interpretation or clarification relative to the Contract Documents. The RFI, which must be clearly marked RFI, must clearly and concisely set forth the issue(s) or item(s) requiring clarification or interpretation and why the response is required. The RFI must set forth the Contractor's interpretation or understanding of the document(s) in question, along with the reason for such understanding.
26. **Standing** means a Bidder or Proposer who believes it has been injured by the Town's action and should it prevail in its Protest would be considered the lowest responsive and responsible Bidder or most qualified Proposer and would be eligible for the award of a contract, if the Town were to award a contract as a result of a solicitation.
27. **Subcontractor** means a person, firm or corporation having a direct contract with Contractor, including one who furnishes material, equipment or services necessary to perform the Work.
28. **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.
29. **Town** means the Town Council of the Town of Miami Lakes or the Town Manager, as applicable.
30. **Town Manager** means the duly appointed chief administrative officer of the Town of Miami Lakes or his designee.
31. **Work** as used herein refers to all reasonably necessary and inferable labor, material, equipment, and services, whether or not specifically stated, to be provided by the Contractor to fulfill its obligations under the Contract Documents.

B2 BID PROCESS

B2.01 GENERAL REQUIREMENTS FOR BID PROCESS

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

B2.02 PREPARATION OF BID

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

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

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

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

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

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

B2.03 BID PREPARATION COSTS AND RELATED COSTS

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

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

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

B2.04 PRE-BID CONFERENCE

A pre-bid conference is scheduled for this solicitation at 11:00AM, on February 21, 2019 at the Town's Government Center, 6601 Main Street, Miami Lakes, FL 33014.

B2.05 QUALIFICATION OF BIDDERS

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

B2.06 EXAMINATION OF CONTRACT DOCUMENTS

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

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

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

B2.07 INTERPRETATIONS AND CLARIFICATIONS

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

B2.08 POSTPONEMENT OF BID OPENING DATE

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

B2.09 ACCEPTANCE OR REJECTION OF BIDS

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

B2.09(i) Unbalanced Bids

The Town reserves the right to reject any Bid where the line item pricing is determined to be unbalanced. Such determination will be made at the sole discretion of the Town. An Unbalanced Bid price, which will be determined at the sole discretion of the Town, includes, but is not limited

to, pricing that is not consistent with pricing in the industry or with market conditions and a comparison to the pricing submitted by other Bidders. An Unbalanced Bid typically occurs where the prices for one or more line items are too low a price to cover the actual cost to perform the Work (including overhead and profit) or too high a price where excessive profit will occur.

B2.10 WITHDRAWAL OF BID

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

B2.11 OPENING OF BIDS

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

B2.12 LOCAL PREFERENCE

This ITB is **not** subject to local preference under Town Ordinance 17-203, Section 13.

B2.13 BID BONDS

Each Bid must include a bid bond of at least 5% of the total bid price. Failure to include the bid bond will result in the bid being deemed non-responsive.

B2.14 TIE BIDS

Whenever two (2) or more bids are equal in price, the tie shall be resolved in favor of the Contractor that has been awarded and successfully completed the most construction projects under contract for the Town.

B2.15 AWARD OF CONTRACT(S)

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

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

B2.16 FDOT DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

B2.16(i) Disadvantaged Business Enterprise Affirmative Action Plan

The overall goal for the FDOT's Disadvantaged Business Enterprise (DBE) Program for FHWA assisted contracts has been set at 10.65% for federal fiscal years 2018-2020. To that end, Bidder is encouraged

have an approved DBE Affirmative Action Program Plan filed with the Equal Opportunity Office prior to award of the Contract. It is the Bidder's responsibility to update and resubmit the plan every three years. No Contract will be awarded until FDOT approves the Plan. The DBE Affirmative Action Program Plan is incorporated into and made a part of the Contract.

B2.16(ii) Required Contract and Subcontract DBE Assurance Language

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

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

B2.16(iii) Plan Requirements

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

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

B2.16(iv) DBE Records and Reports

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

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

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

- a. The procedures adopted to comply with these Specifications;
- b. The number of subordinated Contracts on Town projects awarded to DBEs;
- c. The dollar value of the Contracts awarded to DBEs;
- d. The percentage of the dollar value of all subordinated Contracts awarded to DBEs as a percentage of the total Contract amount;
- e. A description of the general categories of Contracts awarded to DBEs; and
- f. The specific efforts employed to identify and award Contracts to DBEs.

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

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

B2.16(v) Counting DBE Participation and Commercially Useful Functions

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

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

1. FDOT will count only the value of the work performed by the DBE toward DBE goals. The entire amount of the contract that is performed by the DBE's own forces (including the cost of supplies, equipment and materials obtained by the DBE for the contract work) will be counted as DBE credit.
2. FDOT will count the entire amount of fees or commissions charged by the DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services or for providing bonds or insurance specifically required for the performance of a FDOT-assisted contract, toward DBE goals, provided that FDOT determines the fees to be reasonable and not excessive as compared with fees customarily followed for similar services.
3. When the DBE subcontracts part of the work of its contract to another firm, FDOT will count the value of the subcontracted work only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
4. When a DBE performs as a participant in a joint venture, FDOT will count the portion of the dollar value of the contract equal to the distinct, clearly defined portion of the work the DBE performs with its own forces toward DBE goals.

5. The Contractors shall ensure that only expenditures to DBEs that perform a commercially useful function (CUF) in the work of a contract may be counted toward the voluntary DBE goal.
6. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.
7. Contractors wishing to use joint checks involving DBE credit must provide written notice to the District Contract Compliance Office prior to issuance of the joint check. The Contractor must also provide a copy of the notice to the DBE subcontractor and maintain a copy with the project records.
8. To determine whether a DBE is performing a commercially useful function, FDOT will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.
9. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.
10. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own workforce, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the DBE has not performed a commercially useful function.

B2.16(vi) *Bid Opportunity Reporting*

In furtherance of FDOT's DBE Program goal, Bidders must complete and include FDOT Form 375-040-62, Bid Opportunity List for Professional Consultant Services, And Commodities & Contractual Services, with their Response. Bidders should utilize this form to provide information on all firms that are participating, or attempting to participate, on this Contract.

B2.17 BID PROTEST PROCESS

Any Bidder wishing to file a protest as to the requirements or award of this ITB must do so in accordance with Town Ordinance 17-203, Section 16, which is available at http://www.miamilakes-fl.gov/index.php?option=com_content&view=article&id=67&Itemid=269.

Protests on solicitations in excess of \$15,000 shall be governed by the following procedures:

(a) Filing of Protest

1. The written protest must be filed with the Procurement Manager, with a copy to the Town Clerk, based on the following timeframes.
 - i. A prospective Bidder/Proposer who perceives that it is precluded from submitting a response to a solicitation due to the requirements of the solicitation, including the terms and conditions, specifications or drawings, may file a protest with the Procurement Manger. The protest shall be submitted to the Procurement Manager, with a copy to the Town Clerk, within four (4) business days after the solicitation is either posted on the Town's website or an announcement is placed in a newspaper, whichever is earlier.
 - ii. A prospective Bidder/Proposer who has Standing under the solicitation may protest the recommended award to the Procurement Manager. The protest

shall be submitted to the Procurement Manager, with a copy to the Town Clerk, within four (4) business days after notice has been sent to the Bidder/Proposer of the Town Manager's or Procurement Manager's, as applicable, written recommendation of award. A time stamped copy of a facsimile transmission, delivery receipt by e-mail, proof of mailing by the postal service, or private delivery service shall constitute proof of notification.

A written protest received by the Procurement Manager after the stipulated timeframe shall not be considered.

2. The written protest cannot challenge the minimum qualifications, evaluation criteria or relative weight of assigned points, or the scoring of submittals during the evaluation process based on the evaluation criteria.
 3. The written protest shall state with specificity the facts and law upon which the protest is based, and shall include all pertinent documents and evidence and shall be accompanied by the required filing fee(s) as provided below. This shall form the basis for review of the written protest and no facts, grounds, documentation or evidence not contained in the protester's submission to the Procurement Manager at the time of filing the protest shall be permitted in the consideration of the written protest or any appeal thereof.
- (b) *Authority to resolve protests.* The Procurement Manager shall have the authority to settle and resolve timely protests. During the evaluation of the protest the Procurement Manager shall have the authority to obtain written clarification of the supporting documentation and evidence from the party submitting the protest, hereinafter referred to as a "Protestor". The Procurement Manager shall have fifteen (15) business days to issue a written decision on the protest. A copy of the decision will be forwarded to the Protestor and filed with the Town Clerk.
- (c) *Appeal of Procurement Manager's written decision.* The Protestor may appeal the Procurement Manager's written decision by filing a written request of appeal to the Town Manager, with a copy to the Town Clerk, within three (3) business days of notification of the Procurement Manager's written decision. Such notification shall comply with the timeline and proof of delivery as stipulated in a(1)ii above. The Town Manager shall have fifteen (15) business days to issue a written decision on the protest, which shall be based on the pertinent documents and evidence submitted with the initial filing of the protest together with any clarifications obtained by the Procurement Manager. A copy of the decision will be forwarded to the Protestor and filed with the Town Clerk.
- (d) *Appeal of Town Manager 's written decision.* The Protestor may appeal the Town Manager's written decision to the Town Council by filing a written request for an appeal hearing to the Town Clerk, with a copy to the Town Manager, within three (3) business days of notification of the Town Manager's written decision. Such notification shall comply with the timeline and proof of delivery as stipulated in a(1)ii above. The following procedures shall apply for an appeal hearing to the Town Council:
1. The appellant shall submit a written request that an appeal hearing be scheduled before the Town Council. The request must state the basis for the request, and demonstrate that the appellant has standing to bring the appeal. The basis for demonstrating standing in order to obtain an appeal hearing before the Town Council shall be limited to:
 - i. The decision does not follow established law or legal precedent.

- ii. The decision was not based on the requirements of the solicitation.
 - iii. The decision was biased, arbitrary and/or capricious.
 - 2. The Town Clerk will place the request for an appeal hearing on the next available Town Council Agenda. Prior to the Town Council meeting the Town Manager shall provide to the Town Council a written overview of the facts of the solicitation together with the decision rendered by the Town Manager. The Town Council 's decision at this meeting will be to determine if the appellant has Standing and there is sufficient merit for the Town Council to schedule an appeal hearing on the Town Council Agenda.
 - 3. Where the Town Council determines that there is standing and sufficient merit, to hear the appeal, the Town Clerk shall schedule the appeal on the next available Town Council Agenda.
 - 4. The Town Manager will provide the Town Council with a detailed report of the solicitation, the specifics of the appellant's protest, and the details of the findings and determinations of the Procurement Manager and the Town Manager including any clarification material obtained in response to a request by the Town, prior to the appeal hearing by the Town Council. The appellant shall be provided the opportunity to make a presentation to the Town Council, which shall be limited solely to the facts and details included in the initial protest submittal and including any clarification material obtained in response to a request by the Town. The appellant shall be precluded from introducing any details, documents or information not included in the initial protest submittal except for any clarification material obtained in response to a request by the Town. The Town Council shall base its decision on the existing record and facts as set for hearing.
- (e) *Compliance with Protest Procedures.* Failure to comply with the stipulated timeframes for submission of the Notice of Intent to file a protest or the written protest, together with the required documentation and evidence, and the filing fee(s) stipulated below shall constitute the forfeiture of the Protestor's right to protest. The Protestor shall not be entitled to seek judicial relief without first having followed and fully complied with the procedures and requirements set forth in this Section.
- (f) *Costs and Filing Fees.*
- 1. **Written Protest.** The written protest must be accompanied by a filing fee in the form of a money order or cashier's check in the amount of \$100.00, where the value of award is estimated to be, or is less than \$15,000. For protests where the value of award is estimated to be, or is \$15,000 or greater the money order or cashier's check in amount equal to \$500.00 or 2% of the value of the Bid/Proposal, whichever is greater up to a maximum of \$2,500.
 - 2. **Appeal to the Town Manager.** The written appeal to the Town Manager must be accompanied by a filing fee in the form of a money order or cashier's check in the amount \$100.00, where the value of award is estimated to be or is less than \$10,000. For appeals where the value of award is estimated to be, or is \$10,000 or greater, the money order or cashier's check in amount equal to \$500.00 or 2%, whichever is greater, up to a maximum of \$2,500.
 - 3. **Appeal to the Town Council.** The written request for an appeal to the Town Council must be accompanied by a filing fee in the form of a money order or cashier's check in the amount \$500.00, or 2%, whichever is greater, up to a maximum of \$2,500.

4. Refund of Filing Fees. All costs resulting from a protest shall be borne by the Protestor. If a protest is upheld by either the Procurement Manager or Town Manager, as applicable, the filing fee shall be refunded to the Protestor less costs incurred by the Town. If the protest is denied or the request for an appeal hearing before the Town Council is denied, the filing fee shall be forfeited to the Town in lieu of payment of costs incurred by the Town.
 5. Changes to the Filing Fees. The Town may amend the filing fees from time to time upon approval of the Town Council through the budget process or by resolution.
- (g) Stay of Procurement. Upon the receipt of a written protest, the Town shall not proceed further with the solicitation pending resolution of the protest, unless the Town Manager issues a written determination that the solicitation process must continue to protect public safety, health, welfare, or the loss of funding.

B2.18 SOLICITATION SCHEDULE

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

- ITB Issued – February 11, 2019
- Deadline for Receipt of Questions – March 1, 2019 (5 days before Bids due)
- Bids Due – March 11, 2019
- Evaluation – March 11, 2019 – March 22, 2019
- Contract Award – April 9, 2019

B2.19 EXECUTION OF CONTRACT

The Bidder(s) must complete and sign the Contract Execution Form, Form CE, and include it in its Bid. The Contract Execution Form must be signed by an individual authorized to sign on behalf of the Bidder(s). The Bidder must submit proof of signing authority in the form of the Certificate of Authority form included with this ITB, or another properly executed instrument that demonstrates signing authority such as a Corporate Resolution. The Town will execute a Contract with the Bidder(s) selected to provide the work requested herein (the “Successful Bidder(s)”) within sixty (60) days of an award authorization from the Town Council, or the Town Manager’s concurrence with Procurement’s recommendation where applicable (See Town Ordinance 17-203, as amended from time to time, for guidance on the Town Manager’s signing authority).

B3 REQUIRED FORMS & AFFIDAVITS

B3.01 COLLUSION

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

B3.02 RELATIONSHIPS WITH THE TOWN AFFIDAVIT

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

B3.03 CONFLICT OF INTEREST/ANTI-KICKBACK

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

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

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

B3.04 PUBLIC RECORDS AFFIDAVIT

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

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

B3.05 PUBLIC ENTITY CRIMES ACT

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

B3.06 DRUG FREE CERTIFICATION

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

B3.07 CERTIFICATION REGARDING DEBARMENT

Prospective Bidders must complete and include in its Response FDOT Form 375-030-32, Certification Regarding Debarment, attesting that neither Bidder nor its principals or subcontractors and their principals, are currently suspended, proposed for debarment, declared ineligible, or voluntarily excluded

from participation in this transaction by the Town, the Florida Department of Transportation, or any other State or Federal department or agency. Should Bidder's status change during the solicitation process or the term of the contract with regards to debarment, suspension, or proposed debarment or suspension, then Bidder must immediately notify the Town. Failure to do so shall result in disqualification of Bidder's response, or the immediate termination of this Contract for default.

B3.08 FDOT FORMS

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

- Certification of Current Capacity – FDOT Form 525-010-46
 - Bidder must certify it has the financial capacity to complete the project. Bidders must complete Form 525-010-46 attesting such financial capacity and include with its Bid.
- Certification for Disclosure of Lobbying – FDOT Form 375-030-33
- Disclosure of Lobbying Activities – FDOT Form 375-030-34
- Certification Regarding Debarment – FDOT Form 375-030-32
- Bid Opportunity List for Professional Consultant Services, And Commodities & Contractual Services – FDOT Form 375-040-62

END OF SECTION

SECTION C. GENERAL TERMS AND CONDITIONS

C1 PRELIMINARY STEPS TO STARTING WORK

C1.01 CONTRACTOR'S PRE-START REPRESENTATION

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

C1.02 PRE-CONSTRUCTION CONFERENCE

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

C1.03 PROJECT SCHEDULE

Contractor must submit a proposed Project schedule as follows:

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

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

C1.04 SCHEDULE OF VALUES

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

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

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

C1.05 CONSTRUCTION PHOTOGRAPHS

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

C1.06 STAGING SITE

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

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

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

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

C1.07 PROJECT SIGNAGE

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

C1.08 COORDINATION WITH TOWN RESIDENTS

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

impacts residents' driveway approaches. Additionally, the Contractor may be required to attend resident informational meetings.

C2 GENERAL REQUIREMENTS

C2.01 GENERAL REQUIREMENTS

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

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

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

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

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

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

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

C2.02 RULES AND REGULATIONS

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

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

C2.03 HOURS FOR PERFORMING WORK

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

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

C2.04 SUBCONTRACTOR(S)

Subcontractor(s) is an individual or company who has a contract with the Bidder to assist in the performance of the Work required under this ITB. Subcontractor(s) will be paid through the Bidder and not paid directly by the Town. The Bidder must clearly reflect in its submittal the major Subcontractor(s) to be utilized in the performance of the Work. All subcontractors must be pre-qualified by FDOT for work

classes corresponding to the services they will provide. **Bidder is prohibited from subcontracting more than sixty percent (60%) of the Work required under this ITB.**

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

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

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

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

C2.05 CONSULTANT SERVICES

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

C2.06 AUTHORITY OF THE PROJECT MANAGER

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

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

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

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

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

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

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

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

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

C2.07 HURRICANE PREPAREDNESS

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

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

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

C2.08 INDEPENDENT CONTRACTOR

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

C2.09 THIRD PARTY BENEFICIARIES

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

C2.10 ASSIGNMENT OR SALE OF CONTRACT

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

The Contractor must notify the Project Manager prior to any Assignment of the Contract, which must be approved by the Town for the transfer of the Contract. The Town may, at its sole discretion, elect not to approve the transfer of the Contract, which will result in the Contract being terminated in accordance

with the Termination for Convenience provision of the Contract. Any transfer without Town approval will be cause for the Town to terminate this Contract for default and the Contractor will have no recourse from such termination.

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

C2.11 TIME FOR COMPLETION

Time is of the essence with regard to completion of the Work to be performed under the Contract. Delays and extensions of time may be allowed only in accordance with the provisions of the Contract. Contractor will promptly perform its duties under the Contract and will give the Work as much priority as is necessary to cause the Work to be completed on a timely basis in accordance with the Contract Documents.

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

C2.12 APPLICABLE LAW AND VENUE OF LITIGATION

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

C2.13 NON-EXCLUSIVE CONTRACT

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

C2.14 SEVERABILITY

In the event any provision of the Contract Documents is determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision will be excised from this Contract, and the remainder of the Contract Documents will continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of either party, such party may elect, at its option, to terminate the Contract in its entirety. An election to terminate the Contract based upon this provision must be made within seven (7) calendar days after the finding by the Court becomes final.

C2.15 CONTRACT DOCUMENTS CONTAINS ALL TERMS

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

C2.16 ENTIRE AGREEMENT

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

breach of any provision of the Contract Documents will not be deemed to be a waiver of any other breach of any provision of the Contract Documents.

C2.17 ROYALTIES AND PATENTS

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

C2.18 INTELLECTUAL PROPERTY

C2.18(i) Notice of Intellectual Property Interests

The Contractor's Response shall identify with specificity any and all forms of intellectual property rights that either the Contractor or any officer, shareholder, employee, consultant, or affiliate, of the Contractor, or any other entity who contributed in any measure to the substance of the Contractor's Response development, have or may have that are in whole or in part implicated in the Response. Such required intellectual property rights notice includes, but is not limited to, disclosure of any issued patents, copyrights, or licenses; pending patent, copyright or license applications; and any intellectual property rights that though not yet issued, applied for or intended to be pursued, could nevertheless otherwise be subsequently the subject of patent, copyright or license protection by the Contractor or others in the future.

C2.18(ii) Town and FDOT's Future Rights to a Response

Notwithstanding Section C2.18(i) nor any other provision of this Contract, upon acceptance of a Response, the Contractor hereby grants to the Town, or the FDOT, and their contractors a royalty-free and perpetual license under all forms of intellectual property rights to manufacture, to use, to design, to construct, to disclose, to reproduce, to prepare and fully utilize derivative works, to distribute, display and publish, in whole or in part, and to permit others to do any of the above, and to otherwise in any manner and for any purpose whatsoever do anything reasonably necessary to fully utilize any and all aspects of such Response on any and all existing and future construction projects and any other Town or FDOT projects.

Contractor shall hold harmless, indemnify and defend the Town, the State of Florida, the FDOT, and their contractors and others in privity therewith from and against any and all claims, liabilities, other obligations or losses, and reasonable expenses related thereto (including reasonable attorneys' fees), which are incurred or are suffered by any breach of the foregoing grants, and regardless of whether such intellectual property rights were or were not disclosed by the Contractor pursuant to Section C2.18(i), unless the Town or FDOT has by express written exception in the Response acceptance process specifically released the Contractor from such obligation to hold harmless, indemnify and defend as to one or more disclosed intellectual property rights.

C2.19 INTENTION OF THE TOWN

It is the intent of the Town to describe in the ITB the Work to be completed in accordance with all codes and regulations governing all the Work to be performed under this Contract. Any work, labor, materials and/or equipment that may reasonably be inferred from the Contract as being required to produce the intended results must be supplied by Contractor whether or not specifically called for in the Contract Documents. Where words, which have well-known technical or trade meanings are used to describe Work, materials or equipment, such words will be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be

specific or by implication, will mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Proposals and Contractor must comply therewith. Town will have no duties other than those duties and obligations expressly set forth within the Contract Documents.

C3 INDEMNITY, INSURANCE & BONDS

C3.01 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Town, the State of Florida, Department of Transportation and their officers and employees from liabilities, damages, losses and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in performance of this Contract.

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

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

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

C3.03 DEFENSE OF CLAIMS

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

C3.04 INSURANCE

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

C3.04(i) Worker's Compensation and Employer's Liability Insurance:

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

C3.04(ii) Employer's Liability:

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

C3.04(iii) *Comprehensive Business Automobile and Vehicle Liability Insurance:*

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

C3.04(iv) *Commercial General Liability ("CGL").*

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

1. Products and/or Completed Operations for contracts with an Aggregate Limit of **One Million Dollars (\$1,000,000)** per project. Contractor must maintain in force until at least three years after completion of all Work required under the Contract, coverage for Products and Completed Operations, including Broad Form Property Damage.
2. Personal and Advertising Injury with an aggregate limit of **One Million Dollars (\$1,000,000)**.
3. CGL Required Endorsements
 - a. Employees included as insured
 - b. Contingent Liability/Independent Contractors Coverage
 - c. Contractual Liability
 - d. Waiver of Subrogation
 - e. Premises and/or Operations
 - f. Explosion, Collapse and Underground Hazards (if not specifically covered under the policy)
 - g. Loading and Unloading
 - h. Mobile Equipment (Contractor's Equipment) whether owned, leased, borrowed or rented by Contractor or employees of the Contractor.

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

C3.04(v) *Umbrella Policy.*

Contractor must maintain an umbrella policy with an aggregate limit of **Three Million Dollars (\$3,000,000)**.

C3.04(vi) *Certificate of Insurance*

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

C3.04(vii) *Additional Insured*

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

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

C3.05 PERFORMANCE/PAYMENT BOND

Contractor must within fourteen (14) calendar days of being notified of award, furnish a Performance/Payment containing all the provisions of the attached Performance/Payment forms.

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

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

The Town must be listed as an Obligee.

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

Alternate Form of Security:

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

C3.06 SURETY QUALIFICATIONS

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

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

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

C4 SITE ISSUES

C4.01 SITE INVESTIGATION AND REPRESENTATION

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

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

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

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

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

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

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

C4.02 METHOD OF PERFORMING THE WORK

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

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

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

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

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

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

may also have Work performed by a third party contractor and deduct such cost from any monies due the Contractor.

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

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

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

C4.03 DIFFERING SITE CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C4.06 ACCESS TO WATER AND UTILITIES

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

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

C4.07 COORDINATION OF THE WORK

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

The Project Manager may assist the Contractor in coordinating the Work. However, any such assistance, or lack thereof will not form the basis for any claim for delay or increased cost.

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

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

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

C4.08 ACCESS TO THE PROJECT SITE(S)

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

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

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

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

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

C4.10 SANITARY PROVISIONS

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

C4.11 MAINTENANCE OF TRAFFIC

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

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

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

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

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

C5 SAFETY ISSUES

C5.01 SAFETY PRECAUTIONS

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

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

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

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

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

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

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

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

C5.02 TRENCH SAFETY ACT

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

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

C5.03 MATERIAL SAFETY DATA SHEETS

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

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

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

C6 PLANS, DOCUMENTS & RECORDS

C6.01 CONTRACTOR TO CHECK PLANS, SPECIFICATIONS AND DATA

Contractor must verify all dimensions, quantities and details shown on any plans, specifications or other data received from Project Manager and must notify the Project Manager of all errors, omissions and discrepancies found therein within three (3) calendar days of discovery. Contractor will not be allowed

to take advantage of any error, omission or discrepancy, as full instructions will be furnished to the Project Manager. Contractor will not be liable for damages resulting from errors, omissions or discrepancies in the Contract Documents unless Contractor recognized such error, omission or discrepancy and knowingly failed to report it to Project Manager.

C6.02 SHOP DRAWINGS AND SUBMITTALS

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

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

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

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

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

C6.03 TOWN FURNISHED DRAWINGS, SUPPLEMENTAL DRAWINGS AND INSTRUCTIONS

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

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

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

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

C6.04 AS-BUILT DRAWINGS

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

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

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

Specifications and Addenda: Legibly mark each section to record:

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

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

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

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

C6.05 RECORD SET

Contractor must maintain in a safe place one record copy and one permit set of the Contract Documents, including, but not limited to, all Drawings, Specifications, amendments, Change Orders, RFIs, and Field Directives, as well as all written interpretations and clarifications issued by the Project Manager, in good order and annotated to show all changes made during construction. The record documents must be continuously updated by Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Construction Change Directives, and Field Directives as well as all written interpretations and clarifications, and all concealed and buried installations of piping, conduit and utility services. Contractor must certify the accuracy of the updated record documents. The record documents must be clean and

all changes, corrections and dimensions must be given in a neat and legible manner in red. Upon Final Completion and as a condition precedent to Contractor's entitlement to final payment, the Record Set must be delivered to the Project Manager by the Contractor. The Record Set of Drawing must be submitted in both hard copy and as electronic plot files.

C6.06 ACCESS, REVIEW AND RELEASE OF RECORDS

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

C6.06(i) Public Records

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

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

C6.06(ii) Retention and Transfer of Public Records

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

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

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

C7 CONTRACTOR RESPONSIBILITIES

C7.01 LABOR AND MATERIALS

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

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

C7.01(i) Minimal Disturbance

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

C7.02 VEHICLES AND EQUIPMENT

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

C7.03 SUPERVISION OF THE WORK

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

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

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

C7.04 TOWN LICENSES, PERMITS AND FEES

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

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

performance of the Work. Any fees related to Town required permits in connection with this Contract will be the responsibility of the Contractor and will be reimbursed by the Town.

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

C7.05 TAXES

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

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

C7.06 REMOVAL OF UNSATISFACTORY PERSONNEL

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

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

C7.07 COMPLIANCE WITH APPLICABLE LAWS

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

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

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

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

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

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

rejection of the Invoice. The Contractor must use the Town's forms, which are available on the Town's website.

Conditional Release of Liens are not accepted by the Town.

C7.10 PURCHASE AND DELIVERY, STORAGE AND INSTALLATION

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

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

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

C7.11 E-VERIFY

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

C8 PAYMENT PROCESS

C8.01 COMPENSATION

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

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

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

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

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

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

C8.02 ESTIMATED QUANTITIES

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

C8.03 LINE ITEM PRICING

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

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

C8.04 LINE ITEM QUANTITIES

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

C8.05 ADDITIONAL LINE ITEM PRICING

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

C8.06 REIMBURSIBLE EXPENSES

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

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

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

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

C8.07 PROGRESS PAYMENTS

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

required by the Project Manager. Each application for payment shall be submitted in duplicate for approval.

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

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

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

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

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

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

C8.08 RETAINAGE & RELEASE

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

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

C9 CONTRACTOR MODIFICATIONS & DISPUTE PROCESS

C9.01 FIELD DIRECTIVE

The Project Manager may at times issue Field Directives to the Contractor based on visits to the Project Site. Such Field Directive(s) will be issued in writing and the Contractor is required to comply with the directive. Where the Contractor believes that the directive is outside the scope of the Work, the Contractor must, within 48 hours, notify the Project Manager that the work covered by the Field Directive is outside the scope of the Work. At that time the Field Directive may be rescinded by the Project Manager or the Contractor may be required to submit a request for a change to the Contract.

Where the Contractor is notified of the Town's position that the Work is within the scope and the Contractor disagrees, the Contractor may notify the Project Manager that the Contractor reserves the right to make a claim for the time and monies based on the Field Directive, in accordance with the requirements of Article C8.06. At no time will the Contractor refuse to comply with the Field Directive. Failure to comply with the Field Directive may result in a determination that the Contractor is in default of the Contract.

C9.02 CHANGE ORDERS

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

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

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

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

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

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

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

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

Contractor must utilize the Town's standard requests for change orders and change order forms unless otherwise specifically approved by the Town's Procurement Manager. The Town's Forms are available at the website address identified in Article C8.01.

C9.03 FORCE MAJEURE

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

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

C9.04 EXTENSION OF TIME

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

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

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

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

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

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

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

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

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

Where the Contractor is delayed for any period of time by two or more of the causes mentioned in Article C9.05, Excusable Delay, Non-Compensable, the Contractor will not be entitled to a separate extension for each one of the causes, only one period of extension will be granted for the delay.

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

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

C9.05 EXCUSABLE DELAY, NON-COMPENSABLE

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

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

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

C9.06 CLAIMS

Contractor will only be entitled to submit a claim after submitting its request for additional compensation or time in accordance with Articles C9.02 and C9.04 of the Contract and the request(s) have been denied or the Contractor does not agree with the decision of the Town.

Any claim for a change in the Contract time for completion of any Work, the Contract Term, or Contract price must be made by written notice by Contractor to the Town representatives identified in Article C11 within the timeframe established in Article C9.04, effective with the commencement of the event giving rise to the claim stating the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation must be provided unless the Procurement Manager allows an additional period of time to ascertain more accurate right 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 limited to, acts or neglect by any separate contractor employed by Town, fires, floods, labor disputes beyond the control of the Contractor, epidemics, abnormal weather conditions (if applicable), or acts of God.

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

The Contractor agrees to make no claim for damages for delay of any kind in the performance of the Contract Documents whether occasioned by any act or omission of the Town or any of its representatives and the Contractor agrees that any such claim will be compensated solely by an extension of time to complete performance of the Work due to an Excusable Delay as defined in Articles C9.03, and C9.05. The Contractor alone specifically assumes the risk of such delays, including, without limitation: delays in processing or approving any submittals to the Town or by the Town, or the failure to render determinations, approvals, replies, inspections, in a timely manner. Contractor will not receive monetary compensation for Town delay(s).

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

C9.07 DISPUTES AND MEDIATION

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

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

Should the initial efforts of mediation not end in a mutual resolution then the Contractor must notify in writing the Town Manager as identified in Article C11, Notices, of the claim or dispute. The Contractor must submit its dispute in writing, with all supporting documentation, to the Town's Procurement Manager. Upon receipt of said notification the Procurement Manager will review the issues relative to the claim or dispute and issue a written finding.

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

Appeal to the Town Manager for resolution is required prior to Contractor being entitled to seek judicial relief in connection therewith. Should the Contractor be entitled to compensation hereunder, the Town

Manager’s decision may be subject to approval by the Town Council. Contractor will not be entitled to seek judicial relief unless:

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

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

C9.08 CONTINUING THE WORK

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

C9.09 FRAUD AND MISREPRESENTATION

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

C9.10 STOP WORK ORDER

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

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

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

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

C9.11 MATERIALITY AND WAIVER OF BREACH

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

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

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

C9.13 CONTRACT EXTENSION

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

C10 EARLY TERMINATION & DEFAULT

C10.01 SET-OFFS, WITHHOLDING, AND DEDUCTIONS

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

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

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

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

C10.02 CONTRACTOR DEFAULT

Event of Default

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

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

C10.02(ii) *Notice of Default-Opportunity to Cure*

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

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

C10.02(iii) *Termination for Default*

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

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

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

C10.03 TERMINATION FOR CONVENIENCE

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

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

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

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

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

C10.04 FUNDS AVAILABILITY

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

C10.05 REMEDIES AVAILABLE TO THE TOWN

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

C11 NOTICES

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

For Town:

Mr. Edward Pidermann
Town Manager
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014
pidermanne@miamilakes-fl.gov

Mr. Raul Gastesi
Town Attorney
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014
rgastesi@gastesi.com

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

For Contractor:

Jose Vega
President
Florida Engineering and Development Corp.
12076 NW 98 Avenue
Hialeah Gardens, FL 33018
jose@floridaengineering.net

Space intentionally left blank

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

C12 PRIORITY OF PROVISIONS

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

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

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

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

1. Scope of Work and Specifications will govern over Plans and Drawings

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

C13 ISSUES RELATING TO THE WORK

C13.01 SUBSTITUTIONS

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

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

C13.02 INSPECTION OF THE WORK

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

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

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

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

C13.03 UNCOVERING FINISHED WORK

The Project Manager's right to make inspections includes the right to order the Contractor to uncover or take down portions of finished Work. The Project Manager will notify the Contractor in writing concerning all uncovered finished Work. Should the Work prove to be in accordance with the Contract, the uncovering or taking down and the replacing and the restoration of the parts removed will be treated as additional Work for the purpose of computing additional compensation and an extension of time.

Should the Work examined prove unsatisfactory, such uncovering, taking down, replacing and restoration will be at the expense of the Contractor. Such expenses will also include repayment to the Town for any and all expenses or costs incurred by it, including employee salaries or related cost, in connection with such uncovering, taking down, replacing and restoration at the Project site.

C13.04 DEFECTIVE OR NON-COMPLIANT WORK

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

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

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

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

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

END OF SECTION

SECTION D. SPECIAL TERMS AND CONDITIONS

D1 SCOPE OF WORK

The Contractor must furnish all labor, materials, supplies, tools, equipment, supervision and services necessary to construct a shared use path at the project location per the attached project plans and in accordance with all applicable FDOT Design Standards, FDOT Standard Specifications, and the Americans with Disabilities Act. Contractor must furnish, install, construct, and deliver a complete project with the required maintenance and quality assurance testing as applicable to the project.

The Work includes, but is not limited to, the realignment of NW 60th Avenue from north of NW 138th St. to 150' south of Miami Lakes Dr./NW 154th St. to accommodate new curb and gutter and a 10-foot wide shared use path along the west side of the corridor, the milling, resurfacing and overbuilding of the roadway, and the installation of new upgraded signing and pavement markings as required in the project plans. Porous Flexible Pavement is proposed at specific locations on the shared use path to minimize tree removal. Swales mostly behind the shared use path are provided to accommodate the runoff.

Location: NW 60th Avenue from north of NW 138th St. to 150' south of Miami Lakes Dr./NW 154th St.

D2 CONTRACT TERM

The Contract will become effective on the date it is executed by both parties and shall remain in effect until the expiration of the Warranty period(s). The Contractor shall obtain Substantial Completion of the Work within one hundred eighty (180) Days of the Notice to Proceed being issued by the Town. Contractor must obtain Final Completion within fourteen (14) Days after obtaining Substantial Completion.

D3 FDOT SPECIFICATIONS

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

D3.01 SOURCE OF SUPPLY

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

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

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

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

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

D3.01(ii) *BUY AMERICA*

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

D3.01(iii) *STATE PRODUCED MATERIALS*

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

D3.01(iv) *PUBLICLY OWNED EQUIPMENT*

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

D3.02 DISADVANTAGED BUSINESS ENTERPRISE ASSURANCE

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

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

D3.03 TITLE VI ASSURANCE - EQUAL EMPLOYMENT OPPORTUNITY

D3.03(i) *APPENDIX A*

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

1. Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the US Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be

amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the basis of race, color, national origin or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for subcontractors, including procurements of materials and equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, or sex.
4. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, order and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Florida Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Contractor under the Contract until the Contractor complies, or
 - b. cancellation, termination or suspension of the Contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor shall include the provisions of C2.03(i) and (ii) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

D3.03(ii) APPENDIX E

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

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

D3.04 ENDANGERED SPECIES ACT

The Federal Endangered Species Act requires that FDOT investigate the potential impact to a threatened or endangered species prior to initiating an activity performed in conjunction with a highway construction project. If FDOT’s investigation determines that there is a potential impact to a protected, threatened or an endangered species, FDOT will conduct an evaluation to determine what measures may be necessary to mitigate such impact. When mitigation measures and/or special conditions are necessary, these measures and conditions will be addressed in the Contract Documents or in permits.

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

These guidelines are posted at the following URL address:

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

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

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

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

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

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

Before undertaking any off-project activity associated with any federally assisted undertaking, Contractor must ensure that the proposed site does not represent a public park, recreation area, wildlife or waterfowl refuge, or a historic site (according to the results of the Cultural Resources Survey discussed in 120 6.2). If such a site is proposed, Contractor will notify the Project Manager and provide a description of the proposed off-site activity, the Financial Project ID, the location of the site by township, range, section, a county or city map showing the site location, including the access route and the name of the property. It is the Contractor's responsibility to submit justification for use of Section 4(f) property that is sufficient for FDOT and the Federal Highway Administration to make a Section 4(f) determination. Submit this notification sufficiently in advance of planned commencement of the off-site activity to allow a reasonable time for the Project Manager to conduct an investigation without delaying job progress. Do not begin any off-project activity without obtaining written clearance from the Project Manager.

D3.06 PREVAILING WAGES

Payment of predetermined minimum wages applies for this contract.

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

Wage Rate Decision Number	Associated Work
FL178	Highway

The most recent General Decision Wage Table at the time of this writing can be found in Section I, Attachments, and is provided for informational purposes only. It is the Contractor's responsibility to

obtain and comply with the most recent, applicable General Decision(s) (Wage Tables) issued at the time of Contract execution. Contractor must ensure that employees receive at least the minimum compensation applicable. Contractor must review the General Decisions for all classifications necessary to complete the project. General Decision(s) (Wage Tables) can be found through the FDOT's Office of Construction website.

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

D3.07 COMPLIANCE WITH FHWA 1273

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

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

D4 LIQUIDATED DAMAGES

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

Original Contract Amount	Daily Charge Per Calendar Day
• \$50,000 and under	\$763
• Over \$50,000 but less than \$250,000	\$958
• \$250,000 but less than \$500,000	\$1,099
• \$500,000 but less than \$2,500,000	\$1,584
• \$2,500,000 but less than \$5,000,000	\$2,811
• \$5,000,000 but less than \$10,000,000	\$3,645
• \$10,000,000 but less than \$15,000,000	\$4,217
• \$15,000,000 but less than \$20,000,000	\$4,698
• \$20,000,000 and over	\$6,323 plus 0.00005 of any amount over \$20 million (Round to nearest whole dollar)

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

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

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

D5 REQUEST FOR INFORMATION

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

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

D6 WARRANTY

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

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

All material and equipment furnished must be fully guaranteed by the Contractor against factory defects and workmanship. At no expense to the Town, the Contractor will correct any and all apparent and latent defects that may occur within the manufacturer’s standard warranty. The Contract Documents may supersede the manufacturer’s standard warranty. Manufacturer’s warranties will become effective upon Final Completion of the Project.

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

D7 SUBSTANTIAL COMPLETION, PUNCHLIST & FINAL COMPLETION

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

When the Contractor believes that the Work is substantially complete, the Contractor must request in writing that the Project Manager or Consultant inspect the Work to determine if Substantial Completion has been achieved. Where the Work requires the Contractor to obtain a Certificate of

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

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

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

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

D8 ACCEPTANCE AND FINAL PAYMENT

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

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

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

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

D9 NDPES REQUIREMENTS

Contractor must comply with the State of Florida rules and regulations for the National Pollutant Discharge Elimination System (NPDES) including but not limited to all permitting, Notices of Intent, and the Storm Water Pollution Prevention Plan (SWPPP). All costs for NPDES and SWPPP must be included in the Bid price. For further information on compliance requirements for NPDES and SWPPP

visit the State of Florida website at <http://www.dep.state.fl.us/water/stormwater/npdes/>. Contractor is responsible for obtaining, completing and paying for any required NPDES application or permits that may be required.

D10 OWNERSHIP OF THE WORK

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

D11 PERFORMANCE EVALUATION

After Final Completion, the Town will engage in a performance evaluation of the Contractor, taking into consideration Contractor's work quality, adherence to project schedules, submission of change orders, responsiveness, and any other relevant factors. For purposes of this evaluation, Contractor must cooperate with the Town and provide any information requested by the Town's Project Manager in connection with the performance evaluation.

END OF SECTION

SECTION I. ATTACHMENTS

DAVIS-BACON ACT WAGE DECISION
FL178 ISSUED JANUARY 4, 2019

General Decision Number: FL190178 01/04/2019 FL178

Superseded General Decision Number: FL20180221

State: Florida

Construction Type: Highway

County: Miami-Dade County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections

under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019

* ELEC0349-002 03/05/2018

	Rates	Fringes
ELECTRICIAN.....	\$ 33.11	12.31

SUFL2013-039 08/19/2013

	Rates	Fringes
CARPENTER.....	\$ 17.84	0.00
CEMENT MASON/CONCRETE FINISHER, Includes Form Work.....	\$ 15.49	0.00
FENCE ERECTOR.....	\$ 12.82	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 15.07	0.00
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 12.13	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Spray Nozzleman).....	\$ 11.16	0.00
INSTALLER - GUARDRAIL.....	\$ 13.43	0.00
IRONWORKER, ORNAMENTAL.....	\$ 13.48	0.00
IRONWORKER, REINFORCING.....	\$ 18.43	0.00

IRONWORKER, STRUCTURAL.....	\$ 16.42	0.00
LABORER (Traffic Control Specialist incl. placing of cones/barricades/barrels - Setter, Mover, Sweeper).....	\$ 11.59	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 12.31	0.00
LABORER: Common or General.....	\$ 10.69	0.00
LABORER: Flagger.....	\$ 12.53	0.00
LABORER: Grade Checker.....	\$ 12.41	0.00
LABORER: Landscape & Irrigation.....	\$ 9.02	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 13.91	3.50
LABORER: Pipelayer.....	\$ 15.02	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 16.24	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 12.88	0.00
OPERATOR: Boom.....	\$ 18.95	0.00
OPERATOR: Boring Machine.....	\$ 15.29	0.00
OPERATOR: Broom/Sweeper.....	\$ 13.01	0.00

OPERATOR: Bulldozer.....	\$ 16.77	0.00
OPERATOR: Concrete Finishing Machine.....	\$ 15.44	0.00
OPERATOR: Concrete Saw.....	\$ 14.43	0.00
OPERATOR: Crane.....	\$ 22.46	0.00
OPERATOR: Curb Machine.....	\$ 20.74	0.00
OPERATOR: Distributor.....	\$ 13.29	0.00
OPERATOR: Drill.....	\$ 14.78	0.00
OPERATOR: Forklift.....	\$ 16.32	0.00
OPERATOR: Gradall.....	\$ 14.71	0.00
OPERATOR: Grader/Blade.....	\$ 20.22	3.85
OPERATOR: Loader.....	\$ 15.53	0.00
OPERATOR: Mechanic.....	\$ 18.03	0.00
OPERATOR: Milling Machine.....	\$ 14.67	0.00
OPERATOR: Oiler.....	\$ 16.32	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 13.61	0.00
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver		

(Guardrail/Fences).....	\$ 14.45	0.00
OPERATOR: Roller.....	\$ 13.67	0.00
OPERATOR: Scraper.....	\$ 12.01	0.00
OPERATOR: Screed.....	\$ 14.15	0.00
OPERATOR: Tractor.....	\$ 12.19	0.00
OPERATOR: Trencher.....	\$ 14.74	0.00
PAINTER: Spray.....	\$ 16.52	0.00
SIGN ERECTOR.....	\$ 12.96	0.00
TRAFFIC SIGNALIZATION:		
Traffic Signal Installation.....	\$ 19.07	0.00
TRUCK DRIVER: Distributor		
Truck.....	\$ 14.96	2.17
TRUCK DRIVER: Dump Truck.....	\$ 12.19	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.28	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 15.07	0.00
TRUCK DRIVER: Slurry Truck.....	\$ 11.96	0.00
TRUCK DRIVER: Vector Truck.....	\$ 14.21	0.00
TRUCK DRIVER: Water Truck.....	\$ 13.17	1.60

WELDERS - Receive rate prescribed for craft performing

operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular

rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which

these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination

- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

FHWA 1273

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**LAP BIG FOUR SPECIFICATIONS FOR
EARTHWORK, CONCRETE, ASPHALT, & LANDSCAPING**

EARTHWORK AND RELATED OPERATIONS FOR LAP (OFF-SYSTEM).
(REV 1-23-12) (FA 2-27-12)

SECTION 120
EARTHWORK AND RELATED OPERATIONS FOR LAP (OFF-SYSTEM)

120-1 Description.

120-1.1 General: Perform earthwork and related operations based on the type of work specified in the Contract and the Earthwork Categories as defined below. Meet the applicable requirements for materials, equipment and construction as specified.

Earthwork and related operations consists of excavation for the construction of the roadway, excavation for structures and pipe, constructing backfill around structures and pipe, and constructing embankments as required for the roadway, ditches, and channel changes.

120-1.2 Earthwork Categories: Performance of Earthwork Operations will fall into one of the following Earthwork Categories:

120-1.2.1 Earthwork Category 1: Includes the earthwork and related operations associated with the construction of sidewalks and bike paths along with any drainage structures associated with these facilities.

120-1.2.2 Earthwork Category 2: Includes the earthwork and related operations associated with the construction of turn lanes and other non-mainline traffic lanes, widening, roadway shoulders, concrete box culverts, retaining walls, and other drainage structures on the non-mainline pavement.

120-1.2.3 Earthwork Category 3: Includes the earthwork and related operations associated with the construction of new mainline pavement, along with concrete box culverts, retaining walls, and other drainage structures on the mainline pavement.

120-2 Classes of Excavation.

120-2.1 Excavation of Unsuitable Material: Excavation of unsuitable material consists of the removal of muck, clay, rock or any other material that is unsuitable in its original position and that is excavated below the finished grading template. For stabilized bases and sand bituminous road mixes, the finished grading template is the top of the finished base, shoulders and slopes. For all other bases and rigid pavement, the finished grading template is the finished shoulder and slope lines and bottom of completed base or rigid pavement.

120-2.2 Lateral Ditch Excavation: Lateral ditch excavation consists of all excavation of inlet and outlet ditches to structures and roadway, changes in channels of streams, and ditches parallel to the roadway right-of-way. Dress lateral ditches to the grade and cross-section shown in the plans.

120-2.3 Channel Excavation: Channel excavation consists of the excavation and satisfactory disposal of all materials from the limits of the channel as shown in the plans.

120-2.4 Excavation for Structures and Pipe: Excavation for structures consists of the excavation for bridge foundations, box culverts, pipe culverts, storm sewers and all other pipe lines, retaining walls, headwalls for pipe culverts and drains, catch basins, drop inlets, manholes, and similar structures.

120-3 Excavation Requirements.

120-3.1 Excavation and Replacement of Unsuitable Materials: Where rock, muck, clay, or other material within the limits of the roadway is unsuitable in its original position, excavate such material to the cross-sections shown in the plans or indicated by the Engineer, and backfill with suitable material. Shape backfill materials to the required cross-sections. Where the removal of plastic soils below the finished earthwork grade is required, meet a construction tolerance of plus or minus 0.2 foot in depth and plus or minus 6 inches (each side) in width.

120-3.2 Lateral Ditch Excavation: Excavate inlet and outlet ditches to structures and roadway, changes in channels of streams and ditches parallel to the roadway. Dress lateral ditches to the grade and cross-section shown in the plans.

120-3.3 Channel Excavation: Excavate and dispose of all materials from the limits of the channel as shown in the plans. Excavate for bridge foundations, box culverts, pipe culverts, storm sewers and all other pipe lines, retaining walls, headwalls for pipe culverts and drains, catch basins, drop inlets, manholes, and similar structures.

120-3.4 Excavation for Structures and Pipe.

120-3.4.1 Requirements for all Excavation: Excavate foundation pits to permit the placing of the full widths and lengths of footings shown in the plans, with full horizontal beds. Do not round or undercut corners or edges of footings. Perform all excavation to foundation materials, satisfactory to the Engineer, regardless of the elevation shown on the plans. Perform all excavation in stream beds to a depth at least 4 feet below the permanent bed of the stream, unless a firm footing can be established on solid rock before such depth is reached, and excavate to such additional depth as may be necessary to eliminate any danger of undermining. Wherever rock bottom is secured, excavate in such manner as to allow the solid rock to be exposed and prepared in horizontal beds for receiving the masonry. Remove all loose and disintegrated rock or thin strata. Have the Engineer inspect and approve all foundation excavations prior to placing masonry.

120-3.4.2 Earth Excavation:

120-3.4.2.1 Foundation Material other than the Rock: When masonry is to rest on an excavated surface other than rock, take special care to avoid disturbing the bottom of the excavation, and do not remove the final foundation material to grade until just before placing the masonry. In case the foundation material is soft or mucky, the Engineer may require excavation to a greater depth and to backfill to grade with approved material.

120-3.4.2.2 Foundation Piles: Where foundation piles are used, complete the excavation of each pit before driving the piles. After the driving is completed, remove all loose and displaced material, leaving a smooth, solid, and level bed to receive the masonry.

120-3.4.2.3 Removal of Obstructions: Remove boulders, logs, or any unforeseen obstacles encountered in excavating.

120-3.4.3 Rock Excavation: Clean all rock and other hard foundation material, remove all loose material, and cut all rock to a firm surface. Either level, step vertically and horizontally, or serrate the rock, as may be directed by the Engineer. Clean out all seams, and fill them with concrete or mortar.

120-3.4.4 Pipe Trench Excavation: Excavate trenches for pipe culverts and storm sewers to the elevation of the bottom of the pipe and to a width sufficient to provide adequate working room. Remove soil not meeting the classification specified as suitable backfill material in 120-8.3.2.2 to a depth of 4 inches below the bottom of the pipe elevation. Remove rock, boulders or other hard lumpy or unyielding material to a depth of 12 inches below the

bottom of the pipe elevation. Remove muck or other soft material to a depth necessary to establish a firm foundation. Where the soils permit, ensure that the trench sides are vertical up to at least the mid-point of the pipe.

For pipe lines placed above the natural ground line, place and compact the embankment, prior to excavation of the trench, to an elevation at least 2 feet above the top of the pipe and to a width equal to four pipe diameters, and then excavate the trench to the required grade.

120-4 Disposal of Surplus and Unsuitable Material.

120-4.1 Ownership of Excavated Materials: Dispose of surplus and excavated materials as shown in the plans or, if the plans do not indicate the method of disposal, take ownership of the materials and dispose of them outside the right-of-way.

120-4.2 Disposal of Muck on Side Slopes: As an exception to the provisions of 120-4.1, when approved by the Engineer, muck (A-8 material) may be placed on the slopes, or stored alongside the roadway, provided there is a clear distance of at least 6 feet between the roadway grading limits and the muck, and the muck is dressed to present a neat appearance. In addition, this material may also be disposed of by placing it on the slopes where, in the opinion of the Engineer, this will result in an aesthetically pleasing appearance and will have no detrimental effect on the adjacent developments. Where the Engineer permits the disposal of muck or other unsuitable material inside the right-of-way limits, do not place such material in a manner which will impede the inflow or outfall of any channel or of side ditches. The Engineer will determine the limits adjacent to channels within which such materials may be disposed.

120-4.3 Disposal of Paving Materials: Unless otherwise noted, take ownership of paving materials, such as paving brick, asphalt block, concrete slab, sidewalk, curb and gutter, etc., excavated in the removal of existing pavements, and dispose of them outside the right-of-way. If the materials are to remain the property of the Agency, place them in neat piles as directed. Existing limerock base that is removed may be incorporated in the stabilized portion of the subgrade. If the construction sequence will allow, incorporate all existing limerock base into the project as allowed by the Contract Documents.

120-4.4 Disposal Areas: Where the Contract Documents require disposal of excavated materials outside the right-of-way, and the disposal area is not indicated in the Contract Documents, furnish the disposal area without additional compensation.

Provide areas for disposal of removed paving materials out of sight of the project and at least 300 feet from the nearest roadway right-of-way line of any road. If the materials are buried, disregard the 300 foot limitation.

120-5 Materials for Embankment.

120-5.1 General Requirements for Embankment Materials: Construct embankments using suitable materials excavated from the roadway or delivered to the jobsite from authorized borrow pits.

Construct the embankment using maximum particle sizes as follows:

In top 12 inches: 3 1/2 inches (in any dimension).

12 to 24 inches: 6 inches (in any dimension).

In the depth below 24 inches: not to exceed 12 inches (in any dimension) or the compacted thickness of the layer being placed, whichever is less.

Spread all material so that the larger particles are separated from each other to minimize voids between them during compaction. Compact around these rocks in accordance with 120-7.2.

When and where approved by the Engineer, larger rocks (not to exceed 18 inches in any dimension) may be placed outside the one to two slope and at least 4 feet or more below the bottom of the base. Compact around these rocks to a firmness equal to that of the supporting soil. Where constructing embankments adjacent to bridge end bents or abutments, do not place rock larger than 3 1/2 inches in diameter within 3 feet of the location of any end-bent piling.

120-5.2 Use of Materials Excavated From the Roadway and Appurtenances: Assume responsibility for determining the suitability of excavated material for use on the project in accordance with the applicable Contract Documents. Consider the sequence of work and maintenance of traffic phasing in the determination of the availability of this material.

120-5.3 Authorization for Use of Borrow: Use borrow only when sufficient quantities of suitable material are not available from roadway and drainage excavation, to properly construct the embankment, subgrade, and shoulders, and to complete the backfilling of structures and pipe. Do not use borrow material until so ordered by the Engineer, and then only use material from approved borrow pits.

120-5.3.1 Haul Routes for Borrow Pits: Provide and maintain, at no expense to the Agency, all necessary roads for hauling the borrow material. Where borrow area haul roads or trails are used by others, do not cause such roads or trails to deteriorate in condition.

Arrange for the use of all non-public haul routes crossing the property of any railroad. Incur any expense for the use of such haul routes. Establish haul routes which will direct construction vehicles away from developed areas when feasible, and keep noise from hauling operations to a minimum. Advise the Engineer in writing of all proposed haul routes.

120-5.3.2 Borrow Material for Shoulder Build-up: When so indicated in the plans, furnish borrow material with a specific minimum bearing value, for building up of existing shoulders. Blend materials as necessary to achieve this specified minimum bearing value prior to placing the materials on the shoulders. Take samples of this borrow material at the pit or blended stockpile.

120-5.4 Materials Used at Pipes, Culverts, etc.: Construct embankments over and around pipes, culverts, and bridge foundations with selected materials.

120-6 Embankment Construction.

120-6.1 General: Construct embankments in sections of not less than 300 feet in length or for the full length of the embankment.

120-6.2 Dry Fill Method:

120-6.2.1 General: Construct embankments to meet compaction requirements in 120-7 and in accordance with the acceptance program requirements in 120-9. Restrict the compacted thickness of the last embankment lift to 6 inches maximum.

As far as practicable, distribute traffic over the work during the construction of embankments so as to cover the maximum area of the surface of each layer.

Construct embankment in the dry whenever normal dewatering equipment and methods can accomplish the needed dewatering.

120-6.2.1.1 For A-3 and A-2-4 Materials with up to 15% fines:

Construct the embankment in successive layers with lifts up to a maximum compacted thickness of 12 inches. Ensure the percentage of fines passing the No. 200 US Standard sieve in the A-2-4 material does not exceed 15%.

120-6.2.1.2 For A-1 Plastic materials (As designated in FDOT Design Standard Index 505) and A-2-4 Materials with greater than 15% fines: Construct the embankment in successive layers with lifts up to a maximum compacted thickness of 6 inches.

120-6.2.1.3 Equipment and Methods: Provide normal dewatering equipment including, but not limited to, surface pumps, sump pumps and trenching/digging machinery. Provide normal dewatering methods including, but not limited to, constructing shallow surface drainage trenches/ditches, using sand blankets, sumps and siphons.

When normal dewatering does not adequately remove the water, the Engineer may require the embankment material to be placed in the water or in low swampy ground in accordance with 120-7.2.4.

120-6.2.2 Placing in Unstable Areas: Where depositing the material in water, or in low swampy ground that will not support the weight of hauling equipment, construct the embankment by dumping successive loads in a uniformly distributed layer of a thickness not greater than necessary to support the hauling equipment while placing subsequent layers. Once sufficient material has been placed so that the hauling equipment can be supported, construct the remaining portion of the embankment in layers in accordance with the applicable provisions of 120-7.2.4 and 120-7.2.6.

120-6.2.3 Placing on Steep Slopes: When constructing an embankment on a hillside sloping more than 20 degrees from the horizontal, before starting the fill, deeply plow or cut into steps the surface of the original ground on which the embankment is to be placed.

120-6.2.4 Placing Outside Standard Minimum Slope: Where material that is unsuitable for normal embankment construction is to be used in the embankment outside the standard minimum slope (approximately one to two), place such material in layers of not more than 18 inches in thickness, measured loose. The Contractor may also place material which is suitable for normal embankment, outside such standard minimum slope, in 18 inch layers. Maintain a constant thickness for suitable material placed within and outside the standard minimum slope, unless placing in a separate operation.

120-6.3 Hydraulic Method:

120-6.3.1 Method of Placing: When the hydraulic method is used, as far as practicable, place all dredged material in its final position in the embankment by such method. Place and compact any dredged material that is re-handled, or moved and placed in its final position by any other method, as specified in 120-7.2. The Contractor may use baffles or any form of construction he may select, provided the slopes of the embankments are not steeper than indicated in the plans. Remove all timber used for temporary bulkheads or baffles from the embankment, and fill and thoroughly compact the holes thus formed. When placing fill on submerged land, construct dikes prior to beginning of dredging, and maintain the dikes throughout the dredging operation.

120-6.3.2 Excess Material: Do not use excess material placed outside the prescribed slopes, below the normal high-water level, to raise the fill. Remove only the portion of this material required for dressing the slopes.

120-6.3.3 Protection of Openings in Embankment: Leave openings in the embankments at the bridge sites. Remove any material which invades these openings or existing channels without additional compensation to provide the same depth of channel as existed before the construction of the embankment. Do not excavate or dredge any material within 200 feet of the toe of the proposed embankment.

120-7 Compaction Requirements.

120-7.1 Moisture Content: Compact the materials at a moisture content such that the specified density can be attained. If necessary to attain the specified density, add water to the material, or lower the moisture content by manipulating the material or allowing it to dry, as is appropriate.

120-7.2 Compaction of Embankments:

120-7.2.1 Earthwork Category 1 and 2 Density Requirements: The Engineer will accept a minimum density of 95% of the maximum density as determined by AASHTO T-99 Method C for all earthwork items requiring densities.

120-7.2.2 Earthwork Category 3 Density Requirements: The Engineer will accept a minimum of 100% of the maximum density as determined by AASHTO T-99 Method C for all densities required under category 3.

Except for embankments constructed by the hydraulic method as specified in 120-6.3, and for the material placed outside the standard minimum slope as specified in 120-6.2.4, and for other areas specifically excluded herein, compact each layer of the material used in the formation of embankments to the required density stated above. Uniformly compact each layer using equipment that will achieve the required density, and as compaction operations progress, shape and manipulate each layer as necessary to ensure uniform density throughout the embankment.

120-7.2.3 Compaction Over Unstable Foundations: Where the embankment material is deposited in water or on low swampy ground, and in a layer thicker than 12 inches (as provided in 120-6.2.2), compact the top 6 inches (compacted thickness) of such layer to the density as specified in 120-9.5.

120-7.2.4 Compaction Where Plastic Material Has Been Removed: Where unsuitable material is removed and the remaining surface is of the A-4, A-5, A-6, or A-7 Soil Groups, as determined by the Engineer, compact the surface of the excavated area by rolling with a sheepsfoot roller exerting a compression of at least 250 psi on the tamper feet, for the full width of the roadbed (subgrade and shoulders). Perform rolling before beginning any backfill, and continue until the roller feet do not penetrate the surface more than 1 inch. Do not perform such rolling where the remaining surface is below the normal water table and covered with water. Vary the procedure and equipment required for this operation at the discretion of the Engineer.

120-7.2.5 Compaction of Material To Be Used In Base, Pavement, or Stabilized Areas: Do not compact embankment material which will be incorporated into a pavement, base course, or stabilized subgrade, to be constructed as a part of the same Contract.

120-7.2.6 Compaction of Grassed Shoulder Areas: For the upper 6 inch layer of all shoulders which are to be grassed, since no specific density is required, compact only to the extent directed.

120-7.2.7 Compaction of Grassed Embankment Areas: For the outer layer of all embankments where plant growth will be established, do not compact. Leave this layer in a loose condition to a minimum depth of 6 inches for the subsequent seeding or planting operations.

120-7.3 Compaction of Subgrade: If the plans do not provide for stabilizing, compact the subgrade in both cuts and fills to the density specified in 120-9.5. For undisturbed soils, do not apply density requirements where constructing narrow widening strips or paved shoulders 5 feet or less in width.

Where trenches for widening strips are not of sufficient width to permit the use of standard compaction equipment, perform compaction using vibratory rollers, trench rollers, or other type compaction equipment approved by the Engineer.

Maintain the required density until the base or pavement is placed on the subgrade.

120-8 Backfilling Around Structures and Pipe.

120-8.1 Requirements for all Structures:

120-8.1.1 General: Backfill around structures and pipe in the dry whenever normal dewatering equipment and methods can accomplish the needed dewatering.

120-8.1.2 Equipment and Methods: Provide normal dewatering equipment including, but not limited to, surface pumps, sump pumps, wellpoints and header pipe and trenching/digging machinery. Provide normal dewatering methods including, but not limited to, constructing shallow surface drainage trenches/ditches, using sand blankets, perforated pipe drains, sumps and siphons.

120-8.1.3 Backfill Materials: Backfill to the original ground surface or subgrade surface of openings made for structures, with a sufficient allowance for settlement. The Engineer may require that the material used for this backfill be obtained from a source entirely apart from the structure.

Do not allow heavy construction equipment to cross over culvert or storm sewer pipes until placing and compacting backfill material to the finished earthwork grade or to an elevation at least 4 feet above the crown of the pipe.

120-8.1.4 Use of A-7 Material: In the backfilling of trenches, A-7 material may be used from a point 12 inches above the top of the pipe up to the elevation shown on the FDOT Design Standards as the elevation for undercutting of A-7 material.

120-8.1.5 Time of Placing Backfill: Do not place backfill against any masonry or concrete abutment, wingwall, or culvert until the Engineer has given permission to do so, and in no case until the masonry or concrete has been in place seven days or until the specified 28-day compressive strength occurs.

120-8.1.6 Placement and Compaction: When the backfill material is deposited in water, compact per 120-8.2.5 and 120-8.3.4. Place the material in horizontal layers not exceeding 6 inches compacted thickness, in depth above water level, behind abutments, wingwalls and end bents or end rest piers, and around box culverts and all structures including pipe culverts. The Engineer may approve placing material in thicker lifts of no more than 12 inches compacted thickness above the soil envelope if a test section demonstrates the required density can be achieved. Approval will be based on five passing density tests over the test section consisting of a lift of backfill from structure to structure. The Engineer will identify the test section with the compaction effort and soil classification in the Agency Logbook. In case of a change in compaction effort or soil classification, construct a new test section. The Engineer reserves the right to terminate the Contractor's use of thick lift construction and have him revert to the 6 inch compacted lifts whenever it is determined that satisfactory results are not being obtained.

120-8.2 Additional Requirements for Structures Other than Pipe:

120-8.2.1 Density: Where the backfill material is deposited in water, obtain a 12 inch layer of comparatively dry material, thoroughly compacted by tamping, before the Engineer verifies layer and density requirements. Meet the requirements of the density Acceptance Criteria.

120-8.2.2 Box Culverts: For box culverts over which pavement is to be constructed, compact around the structure to an elevation not less than 12 inches above the top of the structure, using rapid-striking mechanical tampers.

120-8.2.3 Other Limited Areas: Compact in other limited areas using mechanical tampers or approved hand tampers, until the cover over the structure is at least 12 inches thick. When hand tampers are used, deposit the materials in layers not more than 4 inches thick using hand tampers suitable for this purpose with a face area of not more than 100 in². Take special precautions to prevent any wedging action against the masonry, and step or terrace the slope bounding the excavation for abutments and wingwalls if required by the Engineer.

120-8.2.4 Culverts and Piers: Backfill around culverts and piers on both sides simultaneously to approximately the same elevation.

120-8.2.5 Compaction Under Wet Conditions: Where wet conditions do not permit the use of mechanical tampers, compact using hand tampers. Use only A-3 material for the hand tamped portions of the backfill. When the backfill has reached an elevation and condition such as to make the use of the mechanical tampers practical, perform mechanical tamping in such manner and to such extent as to transfer the compaction force into the sections previously tamped by hand.

120-8.3 Additional Requirements for Pipe 15 Inches Inside Diameter or Greater:

120-8.3.1 General: Trenches for pipe may have up to four zones that must be backfilled.

Lowest Zone: The lowest zone is backfilled for deep undercuts up to within 4 inches of the bottom of the pipe.

Bedding Zone: The zone above the Lowest Zone is the Bedding Zone. Usually it will be the backfill which is the 4 inches of soil below the bottom of the pipe. When rock or other hard material has been removed to place the pipe, the Bedding Zone will be the 12 inches of soil below the bottom of the pipe.

Cover Zone: The next zone is backfill that is placed after the pipe has been laid and will be called the Cover Zone. This zone extends to 12 inches above the top of the pipe. The Cover Zone and the Bedding Zone are considered the Soil Envelope for the pipe.

Top Zone: The Top Zone extends from 12 inches above the top of the pipe to the base or final grade.

120-8.3.2 Material:

120-8.3.2.1 Lowest Zone: Backfill areas undercut below the Bedding Zone of a pipe with coarse sand, or other suitable granular material, obtained from the grading operations on the project, or a commercial material if no suitable material is available.

120-8.3.2.2 Soil Envelope: In both the Bedding Zone and the Cover Zone of the pipe, backfill with materials classified as A-1, A-2, or A-3. Material classified as A-4 may be used if the pipe is concrete pipe.

120-8.3.2.3 Top Zone: Backfill the area of the trench above the soil envelope of the pipe with materials allowed on Design Standard, Index No. 505.

120-8.3.3 Compaction:

120-8.3.3.1 Lowest Zone: Compact the soil in the Lowest Zone to approximately match the density of the soil in which the trench was cut.

120-8.3.3.2 Bedding Zone: If the trench was not undercut below the bottom of the pipe, loosen the soil in the bottom of the trench immediately below the approximate middle third of the outside diameter of the pipe.

If the trench was undercut, place the bedding material and leave it in a loose condition below the middle third of the outside diameter of the pipe. Compact the outer portions to meet the density requirements of the Acceptance Criteria. Place the material in lifts no greater than 6 inches (compacted thickness).

120-8.3.3.3 Cover Zone: Place the material in 6 inches layers (compacted thickness), evenly deposited on both sides of the pipe, and compact with mechanical tampers suitable for this purpose. Hand tamp material below the pipe haunch that cannot be reached by mechanical tampers. Meet the requirements of the density Acceptance Criteria.

120-8.3.3.4 Top Zone: Place the material in layers not to exceed 12 inches in compacted thickness. Meet the requirements of the density Acceptance Criteria.

120-8.3.4 Backfill Under Wet Conditions: Where wet conditions are such that dewatering by normal pumping methods would not be effective, the procedure outlined below may be used when specifically authorized by the Engineer in writing.

Granular material may be used below the elevation at which mechanical tampers would be effective, but only material classified as A-3. Place and compact the material using tampers or hand tampers until the backfill reaches an elevation such that its moisture content will permit the use of mechanical tampers. When the backfill has reached such elevation, use normally acceptable backfill material. Compact the material using mechanical tampers in such manner and to such extent as to transfer the compacting force into the material previously tamped by hand.

120-9 Acceptance Program.

120-9.1 Density over 105%: When a computed dry density results in a value greater than 105% of the applicable Proctor maximum dry density, the Engineer will perform a second density test within 5 feet. If the second density results in a value greater than 105%, investigate the compaction methods, examine the applicable Maximum Density and material description. If necessary, the Engineer will test an additional sample for acceptance in accordance with AASHTO T 99, Method C.

120-9.2 Maximum Density Determination: The Engineer will determine the maximum density and optimum moisture content by sampling and testing the material in accordance with the specified test method listed in 120-9.3.

120-9.3 Density Testing Requirements: Compliance with the requirements of 120-9.5 will be determined in accordance FM 1-T 238. The in-place moisture content will be determined for each density in accordance with FM 5-507 (Determination of Moisture Content by Means of a Calcium Carbide Gas Pressure Moisture Tester), or ASTM D 4643 (Laboratory Determination of Moisture Content of Granular Soils By Use of a Microwave Oven).

120-9.4 Soil Classification: The Engineer will perform soil classification tests in accordance with AASHTO T-88, and classify soils in accordance with AASHTO M-145 (Standard Specification for Classification of Soils and Soil-Aggregate Mixtures for Highway Construction Purposes) in order to determine compliance with embankment utilization requirements.

120-9.5 Acceptance Criteria: The Engineer will accept a minimum density in accordance with 120-7.2 with the following exceptions:

- 1) embankment constructed by the hydraulic method as specified in 120-6.3;
- 2) material placed outside the standard minimum slope as specified in 120-6.2.4;
- 3) other areas specifically excluded herein.

120-9.6 Frequency: The Engineer will conduct sampling and testing at a minimum frequency listed in the table below.

Test Name	Frequency
Maximum Density	One per soil type
Density	1 per 500' RDWY (Alt Lift)
Soil Classification	One per Maximum Density

120-10 Maintenance and Protection of Work.

While construction is in progress, maintain adequate drainage for the roadbed at all times. Maintain a shoulder at least 3 feet wide adjacent to all pavement or base construction in order to provide support for the edges.

Maintain and protect all earthwork construction throughout the life of the Contract, and take all reasonable precautions to prevent loss of material from the roadway due to the action of wind or water. Repair any slides, washouts, settlement, subsidence, or other mishap which may occur prior to final acceptance of the work. Maintain all channels excavated as a part of the Contract work against natural shoaling or other encroachments to the lines, grades, and cross-sections shown in the plans, until final acceptance of the project.

120-11 Construction.

120-11.1 Construction Tolerances: Shape the surface of the earthwork to conform to the lines, grades, and cross-sections shown in the plans. In final shaping of the surface of earthwork, maintain a tolerance of 0.3 foot above or below the plan cross-section with the following exceptions:

1. Shape the surface of shoulders to within 0.1 foot of the plan cross-section.
2. Shape the earthwork to match adjacent pavement, curb, sidewalk, structures, etc.
3. Shape the bottom of ditches so that the ditch impounds no water.
4. When the work does not include construction of base or pavement, shape the entire roadbed (shoulder point to shoulder point) to within 0.1 foot above or below the plan cross-section.

Ensure that the shoulder lines do not vary horizontally more than 0.3 foot from the true lines shown in the plans.

120-11.2 Operations Adjacent to Pavement: Carefully dress areas adjacent to pavement areas to avoid damage to such pavement. Complete grassing of shoulder areas prior to placing the final wearing course. Do not manipulate any embankment material on a pavement surface.

When shoulder dressing is underway adjacent to a pavement lane being used to maintain traffic, exercise extreme care to avoid interference with the safe movement of traffic.

120-12 Method of Measurement.

120-12.1 Excavation: Excavation will be paid for by volume, in cubic yards, calculated by the method of average end areas, unless the Engineer determines that another method of calculation will provide a more accurate result. The material will be measured in its original

position by field survey or by photogrammetric means as designated by the Engineer. Measurement for payment will include the excavation of unsuitable material, lateral ditch excavation, channel excavation, and excavation for structures and pipe. Payment will not be made for excavation or embankment beyond the limits shown in the plans or authorized by the Engineer.

120-12.2 Embankment: Measurement will be made on a loose volume basis, as measured in trucks or other hauling equipment at the point of dumping on the road. Payment will not be made for embankment beyond the limits shown in the plans or authorized by the Engineer.

120-13 Basis of Payment.

120-13.1 General: Prices and payments for the work items included in this Section will be full compensation for all work described herein, including excavating, dredging, hauling, placing, and compacting; dressing the surface of the earthwork; and maintaining and protecting the complete earthwork.

120-13.2 Excavation: The total quantity of all excavation specified under this Section will be paid for at the Contract unit price for Excavation. No payment will be made for the excavation of any materials which are used for purposes other than those shown in the plans or designated by the Engineer. No payment will be made for materials excavated outside the lines and grades given by the Engineer, unless specifically authorized by the Engineer.

120-13.3 Embankment: The total quantity of embankment specified in this Section will be paid for at the Contract unit price for embankment. No payment will be made for materials which are used for purposes other than those shown in the plans or designated by the Engineer. No payment will be made for materials placed outside the lines and grades given by the Engineer.

END OF SECTION

**SUPERPAVE ASPHALT FOR LAP (OFF-SYSTEM).
(REV 1-26-15) (FA 1-29-15)**

**SECTION 334
SUPERPAVE ASPHALT FOR LAP (OFF-SYSTEM)**

334-1 Description.

334-1.1 General: Construct a Superpave asphalt pavement (consisting of either Hot Mix Asphalt (HMA) or Warm Mix Asphalt (WMA)) based on the type of work specified in the Contract and the Asphalt Work Categories as defined below. Meet the applicable requirements for plants, equipment, and construction requirements as defined below. Use an asphalt mix, either HMA or WMA, which meets the requirements of this specification.

334-1.2 Asphalt Work Mix Categories: Construction of asphalt pavement will fall into one of the following work categories:

334-1.2.1 Asphalt Work Category 1: Includes the construction of shared use paths and miscellaneous asphalt.

334-1.2.2 Asphalt Work Category 2: Includes the construction of new asphalt turn lanes, paved shoulders and other non-mainline pavement locations.

334-1.2.3 Asphalt Work Category 3: Includes the construction of new mainline asphalt pavement lanes, milling and resurfacing.

334-1.3 Mix Types: Use the appropriate asphalt mix as shown in Table 334-1.

Asphalt Work Category	Mix Types	Traffic Level	ESALs (millions)
1	Type SP-9.5	A	<0.3
2	Structural Mixes: Types SP-9.5 or SP-12.5 Friction Mixes: Types FC-9.5 or FC-12.5	B	0.3 to <3
3	Structural Mixes: Types SP-9.5 or SP-12.5 Friction Mixes: Types FC-9.5 or FC-12.5	C	≥3

A Type SP or FC mix one traffic level higher than the traffic level specified in the Contract may be substituted, at no additional cost (i.e. Traffic Level B may be substituted for Traffic Level A, etc.). Traffic levels are as defined in Section 334 of the Florida Department of Transportation's (FDOT's) Specifications.

334-1.4 Gradation Classification: The Superpave mixes are classified as fine and are defined in 334-3.2.2. The equivalent AASHTO nominal maximum aggregate size Superpave mixes are as follows:

Type SP-9.5, FC-9.5 9.5 mm
Type SP-12.5, FC-12.5 12.5 mm

334-1.5 Thickness: The total pavement thickness of the asphalt pavement will be based on a specified spread rate or plan thickness as shown in the Contract Documents. Before paving, propose a spread rate or thickness for each individual layer meeting the requirements of this specification, which when combined with other layers (as applicable) will equal the plan spread rate or thickness. When the total pavement thickness is specified as plan thickness, the plan thickness and individual layer thickness will be converted to spread rate using the following equation:

$$\text{Spread rate (lbs/yd}^2\text{)} = t \times G_{\text{mm}} \times 43.3$$

where: t = Thickness (in.) (Plan thickness or individual layer thickness)
 G_{mm} = Maximum specific gravity from the mix design

For target purposes only, spread rate calculations shall be rounded to the nearest whole number.

334-1.5.1 Layer Thicknesses: Unless otherwise called for in the Contract Documents, the allowable layer thicknesses for asphalt mixtures are as follows:

- Type SP-9.5, FC-9.5 3/4 to 1-1/2 inches
- Type SP-12.5, FC-12.5 1-1/2 to 2-1/2 inches

334-1.5.2 Additional Requirements: The following requirements also apply to asphalt mixtures:

1. When construction includes the paving of adjacent shoulders (less than or equal to 5 feet wide), the layer thickness for the upper pavement layer and shoulder shall be the same and paved in a single pass, unless otherwise called for in the Contract Documents.
2. For overbuild layers, use the minimum and maximum layer thicknesses as specified above unless called for differently in the Contract Documents. On variable thickness overbuild layers, the minimum allowable thickness may be reduced by 1/2 inch, and the maximum allowable thickness will be as specified below, unless called for differently in the Contract Documents.

- Type SP-9.5..... 3/8 to 2 inches
- Type SP-12.5..... 1/2 to 3 inches

3. Variable thickness overbuild layers may be tapered to zero thickness provided the contract documents require a minimum of 1-1/2 inches of mix placed over the variable thickness overbuild layer.

334-1.6 Weight of Mixture: The weight of the mixture shall be determined as provided in 320-3.2 of the FDOT Specifications.

334-2 Materials.

334-2.1 Superpave Asphalt Binder: Unless specified elsewhere in the Contract or in 334-2.3.3, use a PG 67-22 asphalt binder from the FDOT’s Approved Products List (APL). If the Contract calls for an alternative asphalt binder, meet the requirements of FDOT Specifications Section 336 or 916, as appropriate.

334-2.2 Aggregate: Use aggregate capable of producing a quality pavement.

For Type FC mixes, use an aggregate blend that consists of crushed granite, crushed Oolitic limestone, other crushed materials (as approved by FDOT for friction courses per Rule 14-103.005, Florida Administrative Code), or a combination of the above. Crushed limestone from the Oolitic formation may be used if it contains a minimum of 12% silica

material as determined by FDOT Test Method FM 5-510 and FDOT grants approval of the source prior to its use. As an exception, mixes that contain a minimum of 60% crushed granite may either contain:

1. Up to 40% fine aggregate from other sources; or,
2. A combination of up to 20% RAP and the remaining fine aggregate

from other sources.

A list of aggregates approved for use in friction courses may be available on the FDOT's State Materials Office website. The URL for obtaining this information, if available, is: <ftp://ftp.dot.state.fl.us/fdot/smo/website/sources/frictioncourse.pdf>.

334-2.3 Reclaimed Asphalt Pavement (RAP) Material:

334-2.3.1 General requirements: RAP may be used as a component of the asphalt mixture, provided the RAP meets the following requirements:

1. When using a PG 76-22 (PMA), or PG 76-22 (ARB) asphalt binder, limit the amount of RAP material used in the mix to a maximum of 20% by weight of total aggregate. As an exception, amounts greater than 20% RAP by weight of total aggregate can be used if no more than 20% by weight of total asphalt binder comes from the RAP material.

2. Provide stockpiled RAP material that is reasonably consistent in characteristics and contains no aggregate particles which are soft or conglomerates of fines.

3. Provide RAP material having a minimum average asphalt binder content of 4.0% by weight of RAP. As an exception, when using fractionated RAP, the minimum average asphalt binder content for the coarse portion of the RAP shall be 2.5% by weight of the coarse portion of the RAP. The coarse portion of the RAP shall be the portion of the RAP retained on the No. 4 sieve. The Engineer may sample the stockpile to verify that this requirement is met.

4. Use a grizzly or grid over the RAP cold bin, in-line roller crusher, screen, or other suitable means to prevent oversized RAP material from showing up in the completed recycle mixture. If oversized RAP material appears in the completed recycle mix, take the appropriate corrective action immediately. If the appropriate corrective actions are not immediately taken, stop plant operations.

334-2.3.2 Material Characterization: Assume responsibility for establishing the asphalt binder content, gradation, and bulk specific gravity (G_{sb}) of the RAP material based on a representative sampling of the material.

334-2.3.3 Asphalt Binder for Mixes with RAP: Select the appropriate asphalt binder grade based on Table 334-2. The Engineer reserves the right to change the asphalt binder type and grade during production based on characteristics of the RAP asphalt binder.

Table 334-2 Asphalt Binder Grade for Mixes Containing RAP	
Percent RAP	Asphalt Binder Grade
0 - 15	PG 67-22
16 - 30	PG 58-22
> 30	PG 52-28

334-3 Composition of Mixture.

334-3.1 General: Compose the asphalt mixture using a combination of aggregates, mineral filler, if required, and asphalt binder material. Size, grade and combine the aggregate

fractions to meet the grading and physical properties of the mix design. Aggregates from various sources may be combined.

334-3.2 Mix Design:

334-3.2.1 General: Design the asphalt mixture in accordance with AASHTO R 35-12, except as noted herein. Submit the proposed mix design with supporting test data indicating compliance with all mix design criteria to the Engineer. Prior to the production of any asphalt mixture, obtain the Engineer’s conditional approval of the mix design. If required by the Engineer, send representative samples of all component materials, including asphalt binder to a laboratory designated by the Engineer for verification. As an exception to these requirements, use a currently approved FDOT Mix Design.

Warm mix technologies (additives, foaming techniques, etc.) listed on the Department’s website may be used in the production of the mix. The URL for obtaining this information, is:

<http://www.dot.state.fl.us/statematerialsoffice/quality/programs/warmmixasphalt/index.shtm>.

The Engineer will consider any marked variations from original test data for a mix design or any evidence of inadequate field performance of a mix design as sufficient evidence that the properties of the mix design have changed, and at his discretion, the Engineer may no longer allow the use of the mix design.

334-3.2.2 Mixture Gradation Requirements: Combine the aggregates in proportions that will produce an asphalt mixture meeting all of the requirements defined in this specification and conform to the gradation requirements at design as defined in AASHTO M 323-12, Table 3. Aggregates from various sources may be combined.

334-3.2.2.1 Mixture Gradation Classification: Plot the combined mixture gradation on an FHWA 0.45 Power Gradation Chart. Include the Control Points from AASHTO M323-12, Table-3, as well as the Primary Control Sieve (PCS) Control Point from AASHTO M323-12, Table 4. Fine mixes are defined as having a gradation that passes above or through the primary control sieve control point.

334-3.2.3 Gyratory Compaction: Compact the design mixture in accordance with AASHTO T312-12, with the following exceptions: use the number of gyrations at N_{design} as designed in Table 334-3.

Table 334-3 Gyratory Compaction Requirements	
Traffic Level	N_{design} Number of Gyrations
A	50
B	65
C	75

334-3.2.4 Design Criteria: Meet the requirements for nominal maximum aggregate size as defined in AASHTO M323-12, as well as for relative density, VMA, VFA, and dust-to-binder ratio as specified in AASHTO M323-12, Table 6. $N_{initial}$ and $N_{maximum}$ requirements are not applicable.

334-3.2.5 Moisture Susceptibility: Test 4 inch specimens in accordance with FDOT Test Method FM 1-T 283. Provide a mixture having a retained tensile strength ratio of at least 0.80 and a minimum tensile strength (unconditioned) of 100 pounds per square inch. If

necessary, add a liquid anti-stripping agent from the FDOT's APL or hydrated lime in order to meet these criteria.

In lieu of moisture susceptibility testing, add a liquid anti-stripping agent from the FDOT's APL. Add 0.5% liquid anti-stripping agent by weight of asphalt binder.

334-3.2.6 Additional Information: In addition to the requirements listed above, provide the following information on each mix design:

1. The design traffic level and the design number of gyrations (N_{design}).
2. The source and description of the materials to be used.
3. The FDOT source number and the FDOT product code of the aggregate components furnished from an FDOT approved source (if required).
4. The gradation and proportions of the raw materials as intended to be combined in the paving mixture. The gradation of the component materials shall be representative of the material at the time of use. Compensate for any change in aggregate gradation caused by handling and processing as necessary.
5. A single percentage of the combined mineral aggregate passing each specified sieve. Degradation of the aggregate due to processing (particularly material passing the No. 200 sieve) should be accounted for and identified.
6. The bulk specific gravity (G_{sb}) value for each individual aggregate and RAP component.
7. A single percentage of asphalt binder by weight of total mix intended to be incorporated in the completed mixture, shown to the nearest 0.1%.
8. A target temperature for the mixture at the plant (mixing temperature) and a target temperature for the mixture at the roadway (compaction temperature). Do not exceed a target temperature of 330°F for PG 76-22 (PMA) and PG 76-22 (ARB) asphalt binders, and 315°F for unmodified asphalt binders.
9. Provide the physical properties achieved at four different asphalt binder contents. One shall be at the optimum asphalt content, and must conform to all specified physical requirements.
10. The name of the mix designer.
11. The ignition oven calibration factor.
12. The warm mix technology, if used.

334-4 Process Control.

Assume full responsibility for controlling all operations and processes such that the requirements of these Specifications are met at all times. Perform any tests necessary at the plant and roadway to control the process.

334-5 General Construction Requirements.

334-5.1 Weather Limitations: Do not transport asphalt mix from the plant to the roadway unless all weather conditions are suitable for the paving operations.

334-5.2 Limitations of Paving Operations:

334-5.2.1 General: Spread the mixture only when the surface upon which it is to be placed has been previously prepared, is intact, firm, dry, clean, and the tack, with acceptable spread rate, is properly broken. Ensure all granular base materials are properly primed and all asphalt base materials are properly tacked, prior to paving.

<p>334-5.2.2 Air Temperature: Place the mixture only when the air temperature in the shade and away from the artificial heat meets the requirements of Table 334-4. The</p>
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minimum ambient temperature requirement may be reduced by 5°F when using a warm mix technology, if mutually agreed to by both the Engineer and the Contractor. Table 334-4 Ambient Air Temperature Requirements for Paving	
Layer Thickness or Asphalt Binder Type	Minimum Temperature (°F)
≤1 inch	50
Any mixture > 1 inch containing a PG asphalt binder with a high temperature designation ≥ 76°C	45
Any mixture > 1 inch containing a PG asphalt binder with a high temperature designation < 76°C	40

334-5.3 Mix Temperature: Heat and combine the ingredients of the mix in such a manner as to produce a mixture with a temperature at the plant and at the roadway, within a range of plus or minus 30°F from the target temperature as shown on the mix design. Reject all loads outside of this range. For warm mix asphalt, the Contractor may produce the first five loads of the production day and at other times when approved by the Engineer, at a hot mix asphalt temperature not to exceed 330°F for purposes of heating the asphalt paver. For these situations, the upper tolerance of +30°F does not apply.

334-5.4 Transportation of the Mixture: Transport the mix in trucks of tight construction, which prevents the loss of material and the excessive loss of heat and previously cleaned of all foreign material. After cleaning, thinly coat the inside surface of the truck bodies with soapy water or an asphalt release agent as needed to prevent the mixture from adhering to the beds. Do not allow excess liquid to pond in the truck body. Do not use a release agent that will contaminate, degrade, or alter the characteristics of the asphalt mix or is hazardous or detrimental to the environment. Petroleum derivatives (such as diesel fuel), solvents, and any product that dissolves asphalt are prohibited. Provide each truck with a tarpaulin or other waterproof cover mounted in such a manner that it can cover the entire load when required. When in place, overlap the waterproof cover on all sides so it can be tied down. Cover each load during cool and cloudy weather and at any time it appears rain is likely during transit with a tarpaulin or waterproof cover. Cover and tie down all loads of friction course mixtures.

334-5.5 Preparation of Surfaces Prior to Paving:

334-5.5.1 Cleaning: Clean the surface of all loose and deleterious material by the use of power brooms or blowers, supplemented by hand brooming where necessary.

334-5.5.2 Patching and Leveling Courses: As shown in the plans, bring the existing surface to proper grade and cross-section by the application of patching or leveling courses.

334-5.5.3 Application over Surface Treatment: Where an asphalt mix is to be placed over a surface treatment, sweep and dispose of all loose material from the paving area.

334-5.5.4 Tack Coat: Use a rate of application as defined in Table 334-5. Control the rate of application to be within plus or minus 0.01 gallon per square yard of the target application rate. The target application rate may be adjusted by the Engineer to meet specific field conditions. Determine the rate of application as needed to control the operation. When using PG 52-28, multiply the target rate of application by 0.6.

Table 334-5 Tack Coat Application Rates		
Asphalt Mixture Type	Underlying Pavement Surface	Target Tack Rate

		(gal/yd ²)
Base Course, Structural Course, Dense Graded Friction Course	Newly Constructed Asphalt Layers	0.03 minimum
	Milled Surface or Oxidized and Cracked Pavement	0.06
	Concrete Pavement	0.08

334-5.6 Placing Mixture:

334-5.6.1 Alignment of Edges: With the exception of pavements placed adjacent to curb and gutter or other true edges, place all pavements by the stringline method to obtain an accurate, uniform alignment of the pavement edge. Control the unsupported pavement edge to ensure that it will not deviate more than plus or minus 1.5 inches from the stringline.

334-5.6.2 Rain and Surface Conditions: Immediately cease transportation of asphalt mixtures from the plant when rain begins at the roadway. Do not place asphalt mixtures while rain is falling, or when there is water on the surface to be covered. Once the rain has stopped and water has been removed from the tacked surface to the satisfaction of the Engineer and the temperature of the mixture caught in transit still meets the requirements as specified in 334-5.3, the Contractor may then place the mixture caught in transit.

334-5.6.3 Checking Depth of Layer: Check the depth of each layer at frequent intervals to ensure a uniform spread rate that will meet the requirements of the Contract.

334-5.6.4 Hand Work: In limited areas where the use of the spreader is impossible or impracticable, spread and finish the mixture by hand.

334-5.6.5 Spreading and Finishing: Upon arrival, dump the mixture in the approved paver, and immediately spread and strike-off the mixture to the full width required, and to such loose depth for each course that, when the work is completed, the required weight of mixture per square yard, or the specified thickness, is secured. Carry a uniform amount of mixture ahead of the screed at all times.

334-5.6.6 Thickness Control: Ensure the spread rate is within 10% of the target spread rate, as indicated in the Contract. When calculating the spread rate, use, at a minimum, an average of five truckloads of mix. When the average spread rate is beyond plus or minus 10% of the target spread rate, monitor the thickness of the pavement layer closely and adjust the construction operations.

If the Contractor fails to maintain an average spread rate within plus or minus 10% of the target spread rate for two consecutive days, the Engineer may elect to stop the construction operation at any time until the issue is resolved.

When the average spread rate for the total structural or friction course pavement thickness exceeds the target spread rate by plus or minus 50 pounds per square yard for layers greater than or equal to 2.5 inches or exceeds the target spread rate by plus or minus 25 pounds per square yard for layers less than 2.5 inches, address the unacceptable pavement in accordance with 334-5.10.4, unless an alternative approach is agreed upon by the Engineer.

334-5.7 Leveling Courses:

334-5.7.1 Patching Depressions: Before spreading any leveling course, fill all depressions in the existing surface as shown in the plans.

334-5.7.2 Spreading Leveling Courses: Place all courses of leveling with an asphalt paver or by the use of two motor graders, one being equipped with a spreader box. Other types of leveling devices may be used upon approval by the Engineer.

334-5.7.3 Rate of Application: When using Type SP-9.5 for leveling, do not allow the average spread of a layer to be less than 50 pounds per square yard or more than 75 pounds per square yard. The quantity of mix for leveling shown in the plans represents the average for the entire project; however, the Contractor may vary the rate of application throughout the project as directed by the Engineer. When leveling in connection with base widening, the Engineer may require placing all the leveling mix prior to the widening operation.

334-5.8 Compaction: For each paving or leveling train in operation, furnish a separate set of rollers, with their operators.

When density testing for acceptance is required, select equipment, sequence, and coverage of rolling to meet the specified density requirement. Regardless of the rolling procedure used, complete the final rolling before the surface temperature of the pavement drops to the extent that effective compaction may not be achieved or the rollers begin to damage the pavement.

When density testing for acceptance is not required, use a rolling pattern approved by the Engineer.

Use hand tamps or other satisfactory means to compact areas which are inaccessible to a roller, such as areas adjacent to curbs, headers, gutters, bridges, manholes, etc.

334-5.9 Joints.

334-5.9.1 Transverse Joints: Construct smooth transverse joints, which are within 3/16 inch of a true longitudinal profile when measured with a 15 foot manual straightedge meeting the requirements of FDOT Test Method FM 5-509. These requirements are waived for transverse joints at the beginning and end of the project and at the beginning and end of bridge structures, if the deficiencies are caused by factors beyond the control of the Contractor such as no milling requirement, as determined by the Engineer. When smoothness requirements are waived, construct a reasonably smooth transitional joint.

334-5.9.2 Longitudinal Joints: For all layers of pavement except the leveling course, place each layer so that longitudinal construction joints are offset 6 to 12 inches laterally between successive layers. Do not construct longitudinal joints in the wheel paths. The Engineer may waive these requirements where offsetting is not feasible due to the sequence of construction.

334-5.10 Surface Requirements: Construct a smooth pavement with good surface texture and the proper cross slope.

334-5.10.1 Texture of the Finished Surface of Paving Layers: Produce a finished surface of uniform texture and compaction with no pulled, torn, raveled, crushed or loosened portions and free of segregation, bleeding, flushing, sand streaks, sand spots, or ripples. Correct any area of the surface that does not meet the foregoing requirements in accordance with 334-5.10.4.

In areas not defined to be a density testing exception per 334-6.4.1, obtain for the Engineer, three 6 inch diameter roadway cores at locations visually identified by the Engineer to be segregated. The Engineer will determine the density of each core in accordance with FDOT Test Method FM 1-T 166 and calculate the percent G_{mm} of the segregated area using the average G_{mb} of the roadway cores and the representative PC G_{mm} for the questionable material. If the average percent G_{mm} is less than 90.0, address the segregated area in accordance with 334-5.10.4.

334-5.10.2 Cross Slope: Construct a pavement surface with cross slopes in compliance with the requirements of the Contract Documents.

334-5.10.3 Pavement Smoothness: Construct a smooth pavement meeting the requirements of this Specification. Furnish a 15 foot manual and a 15 foot rolling straightedge meeting the requirements of FDOT Test Method FM 5-509.

334-5.10.3.1 Straightedge Testing:

334-5.10.3.1.1 Acceptance Testing: Perform straightedge testing in the outside wheel path of each lane for the final (top) layer of the pavement. Test all pavement lanes where the width is constant using a rolling straightedge and document all deficiencies on a form approved by the Engineer. Notify the Engineer of the location and time of all straightedge testing a minimum of 48 hours before beginning testing.

334-5.10.3.1.2 Final (Top) Pavement Layer: At the completion of all paving operations, straightedge the final (top) layer either behind the final roller of the paving train or as a separate operation. Address all deficiencies in excess of 3/16 inch in accordance with 334-5.10.4, unless waived by the Engineer. Retest all corrected areas.

334-5.10.3.1.3 Straightedge Exceptions: Straightedge testing will not be required in the following areas: shoulders, intersections, tapers, crossovers, sidewalks, shared use paths, parking lots and similar areas, or in the following areas when they are less than 250 feet in length: turn lanes, acceleration/deceleration lanes and side streets. The limits of the intersection will be from stop bar to stop bar for both the mainline and side streets. In the event the Engineer identifies a surface irregularity in the above areas that is determined to be objectionable, straightedge and address all deficiencies in excess of 3/8 inch in accordance with 334-5.10.4.

334-5.10.4 Correcting Unacceptable Pavement: Correct deficiencies in the pavement layer by removing and replacing the full depth of the layer, extending a minimum of 50 feet on both sides (where possible) of the defective area for the full width of the paving lane, at no additional cost.

334-6 Acceptance of the Mixture.

334-6.1 General: The asphalt mixture will be accepted based on the Asphalt Work Category as defined below:

1. Asphalt Work Category 1 – Certification by the Contractor as defined in 334-6.2.

2. Asphalt Work Category 2 – Certification and process control testing by the Contractor as defined in 334-6.3.

3. Asphalt Work Category 3 – Process control testing by the Contractor and acceptance testing by the Engineer as defined in 334-6.4.

334-6.2 Certification by the Contractor: On Asphalt Work Category 1 construction, the Engineer will accept the mix on the basis of visual inspection. Submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project meets the requirements of the Specifications. The Engineer may run independent tests to determine the acceptability of the material.

334-6.3 Certification and Process Control Testing by the Contractor: On Asphalt Work Category 2 construction, submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project meets the requirements of the Specifications, along with supporting test data

documenting all process control testing as described in 334-6.3.1. If required by the Contract, utilize an Independent Laboratory as approved by the Engineer for the process control testing. The mix will also require visual acceptance by the Engineer. In addition, the Engineer may run independent tests to determine the acceptability of the material. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer such as but not limited to acceptance at reduced pay, delineation testing to determine the limits of the questionable material, removal and replacement at no cost to the agency, or performing an Engineering analysis to determine the final disposition of the material.

334-6.3.1 Process Control Sampling and Testing Requirements: Perform process control testing at a frequency of once per day. Obtain the samples in accordance with FDOT Method FM 1-T 168. Test the mixture at the plant for gradation (P_{.8} and P_{.200}) and asphalt binder content (P_b). Measure the roadway density with 6 inch diameter roadway cores at a minimum frequency of once per 1,500 feet of pavement with a minimum of three cores per day.

Determine the asphalt binder content of the mixture in accordance with FDOT Method FM 5-563. Determine the gradation of the recovered aggregate in accordance with FDOT Method FM 1-T 030. Determine the roadway density in accordance with FDOT Method FM 1-T 166. The minimum roadway density will be based on the percent of the maximum specific gravity (G_{mm}) from the approved mix design. If the Contractor or Engineer suspects that the mix design G_{mm} is no longer representative of the asphalt mixture being produced, then a new G_{mm} value will be determined from plant-produced mix, in accordance with FDOT Method FM 1-T 209, with the approval of the Engineer. Roadway density testing will not be required in certain situations as described in 334-6.4.1. Assure that the asphalt binder content, gradation and density test results meet the criteria in Table 334-4.

Table 334-4 Process Control and Acceptance Values	
Characteristic	Tolerance
Asphalt Binder Content (percent)	Target ± 0.55
Passing No. 8 Sieve (percent)	Target ± 6.00
Passing No. 200 Sieve (percent)	Target ± 2.00
Roadway Density (daily average)	Minimum 90.0% of G _{mm}

334-6.4 Process Control Testing by the Contractor and Acceptance Testing by the Engineer: On Asphalt Work Category 3, perform process control testing as described in 334-6.3.1. In addition, the Engineer will accept the mixture at the plant with respect to gradation (P_{.8} and P_{.200}) and asphalt binder content (P_b). The mixture will be accepted on the roadway with respect to density. The Engineer will sample and test the material as described in 334-6.3.1. The Engineer will randomly obtain at least one set of samples per day. Assure that the asphalt content, gradation and density test results meet the criteria in Table 334-4. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer such as but not limited to acceptance at reduced pay, delineation testing to determine the limits of the questionable material, removal and replacement at no cost to the agency, or performing an Engineering analysis to determine the final disposition of the material.

334-6.4.1 Acceptance Testing Exceptions: When the total quantity of any mix type in the project is less than 500 tons, the Engineer will accept the mix on the basis of visual

inspection. The Engineer may run independent tests to determine the acceptability of the material.

Density testing for acceptance will not be performed on widening strips or shoulders with a width of 5 feet or less, variable thickness overbuild courses, leveling courses, any asphalt layer placed on subgrade (regardless of type), miscellaneous asphalt pavement, shared use paths, crossovers, or any course with a specified thickness less than 1 inch or a specified spread rate less than 100 pounds per square yard. Density testing for acceptance will not be performed on asphalt courses placed on bridge decks or approach slabs; compact these courses in static mode only. In addition, density testing for acceptance will not be performed on the following areas when they are less than 1,000 feet continuous in length: turning lanes, acceleration lanes, deceleration lanes, shoulders, parallel parking lanes, or ramps. Density testing for acceptance will not be performed in intersections. The limits of the intersection will be from stop bar to stop bar for both the mainline and side streets. Compact these courses in accordance with a standard rolling procedure approved by the Engineer. In the event that the rolling procedure deviates from the approved procedure, placement of the mix will be stopped.

334-7 Method of Measurement.

For the work specified under this Section, the quantity to be paid for will be the weight of the mixture, in tons.

The bid price for the asphalt mix will include the cost of the liquid asphalt and the tack coat application as specified in 334-5.5.4. There will be no separate payment or unit price adjustment for the asphalt binder material in the asphalt mix.

334-8 Basis of Payment.

334-8.1 General: Price and payment will be full compensation for all the work specified under this Section.

END OF SECTION

CONCRETE FOR LAP (OFF-SYSTEM).

(REV 12-20-11) (FA 2-27-12)

**SECTION 344
CONCRETE FOR LAP (OFF-SYSTEM)**

102-8.6 344-1 Description.

344-1 General: Construct concrete based on the type of work as described in the Contract and the concrete work categories as defined below.

344-1.2 Work Categories: Construction will fall into one of the following concrete work categories:

344-1.2.1 Concrete Work Category 1: Includes the construction of sidewalks, curb and gutter, ditch and slope pavement, or other non-reinforced cast-in-place elements.

344-1.2.2 Concrete Work Category 2: Includes the construction of precast concrete including concrete barriers, traffic railing barriers, parapets, sound barriers, inlets, manholes, junction boxes, pipe culverts, storm sewers, box culverts, prestressed concrete poles, concrete bases for light poles, highway sign foundations, retaining wall systems, traffic separators or other structural precast elements.

344-1.2.3 Concrete Work Category 3: Includes the work associated with the placement and/or construction of structural cast-in-place concrete meeting the requirements of this section.

102-8.7 344-2 Materials.

344-2.1 General: Use concrete composed of a mixture of Portland cement, aggregates, and water, with or without chemical or mineral admixtures that meet the following requirements:

344-2.1.1 Portland Cement: Portland cements meeting the requirements of AASHTO M-85 or ASTM C-150 is required. Different brands of cement, cement of the same brand from different facilities or different types of cement shall be stored separately and shall not be mixed.

344-2.1.2 Coarse and Fine Aggregates: Aggregates shall meet ASTM C 33. Source approval by the FDOT is not required.

344-2.1.3 Water: Water shall meet the requirements of ASTM C 1602.

344-2.1.4 Chemical Admixtures: Chemical admixtures shall be listed on the FDOT Qualified Products List. Admixtures may be added at the dosage rates recommended by the manufacturer.

344-2.1.5 Pozzolans and Slag: Pozzolans and Slag shall meet the requirements of Table 344-1. Fly ash shall not include the residue resulting from the burning of municipal garbage or any other refuse with coal, or the burning of industrial or municipal garbage in incinerators.

Table 344-1		
Type or Class	Test Method	Exceptions
Class C Fly Ash	ASTM C 618	Not to be used with Types IP or IS cements.
Class F Fly Ash	ASTM C 618	Not to be used with Types IP or IS cements.
Petroleum Coke Class F	ASTM C 618	Not to be used with Types IP or IS cements.
Bark Ash Class F	ASTM C 618	Not to be used with Types IP or IS cements.

Silica Fume	ASTM C 1240	
Metakaolin	ASTM C 618	
Slag	ASTM C 989	Use only ground granulated blast-furnace slag grade 100 or 120.
Ultra Fine Fly Ash	ASTM C 618	Not to be used with Types IP or IS cements.

102-8.8 344-3 Production, Mixing and Delivery of Concrete.

344-3.1 Concrete Production Requirements:

344-3.1.1 Category 1: Use a concrete production facility that is certified by the National Ready Mixed Concrete Association (NRMCA) or listed on the FDOT list of non-structural concrete producers. Concrete production facilities listed on the FDOT Producers with Accepted QC Programs list for structural concrete may also be used for Category 1.

344-3.1.2 Category 2: Use a prestressed and or precast facility listed on the FDOT Producers with Accepted QC Programs for precast or prestressed concrete.

344-3.1.3 Category 3: Use a structural concrete facility listed on the FDOT Producers with Accepted QC Programs for structural concrete.

344-3.2 Classes of Concrete: Meet the requirements of Table 344-2.

Table 344-2						
Class	Minimum Strength (28 day) (psi)	Target Slump (inches)	Target Range (inches)	Air Content Range (%)	Minimum Total Cementitious Materials Content (lb/yd ³)	Maximum Water to Cementitious Material Ratio (lb/lb)
Category 1						
Class NS	2,500	N/A	N/A	N/A	N/A	N/A
Category 3						
I	3,000	3	± 1.5	1.0 to 6.0	470	0.53
I (Pavement)	3,000	2	± 1.5	1.0 to 6.0	470	0.50
II	3,400	3	± 1.5	1.0 to 6.0	470	0.53
II (Bridge Deck)	4,500	3	± 1.5	1.0 to 6.0	611	0.44
III	5,000	3	± 1.5	1.0 to 6.0	611	0.44
III (Seal)	3,000	8	± 1.5	1.0 to 6.0	611	0.53
IV	5,500	3	± 1.5	1.0 to 6.0	658	0.41
IV (Drilled Shaft)	4,000	8.5	± 1.5	0.0 to 6.0	658	0.41
V (Special)	6,000	3	± 1.5	1.0 to 6.0	752	0.37
V	6,500	3	± 1.5	1.0 to 6.0	752	0.37
VI	8,500	3	± 1.5	1.0 to 6.0	752	0.37

344-3.3 Contractors Quality Control: For Categories 1 and 2, assume full responsibility for controlling all operations and processes such that the requirements of these Specifications are met at all times.

For Category 3, furnish a Quality Control (QC) plan to identify to the Engineer how quality will be ensured at the project site. During random inspections, the Engineer will use this document to verify that the construction of the project is in agreement with the QC plan.

344-3.4 Concrete Mix Design: Before producing any Category 1 or Category 2, submit the proposed mix designs to the Engineer on a form provided by the Engineer. For Category 3, submit to the Engineer for approval, FDOT approved mix designs. Do not use concrete mix designs without prior approval of the Engineer.

Materials may be adjusted provided that the theoretical yield requirement of the approved mix design is met. Show all required original approved design mix data and batch adjustments on an Engineer approved concrete delivery ticket.

344-3.5 Delivery: For Category 3, the maximum allowable transit time of concrete is 90 minutes.

Furnish a delivery ticket on a form approved by the Engineer with each batch of concrete before unloading at the placement site. Record material quantities incorporated into the mix on the delivery ticket. Ensure that the Batchers responsible for producing the concrete signs the delivery ticket certifying that the batch was produced and delivered in accordance with these requirements. Sign the delivery ticket certifying that the concrete was placed in accordance with these requirements.

344-3.6 Placing Concrete:

344-3.6.1 Concreting in Cold Weather: Do not mix or place concrete when the air temperature at placement is below 45°F.

During the curing period, if NOAA predicts the ambient temperature to fall below 35°F for 12 hours or more or to fall below 30°F for more than 4 hours, enclose the structure in such a way that the air temperature within the enclosure can be kept above 50°F for a period of 3 days after placing the concrete or until the concrete reaches a minimum compressive strength of 1,500 psi.

Assume all risks connected with the placing and curing of concrete. Although the Engineer may give permission to place concrete, the Contractor is responsible for satisfactory results. If the placed concrete is determined to be unsatisfactory, remove, dispose of, and replace the concrete at no expense to the Agency.

344-3.6.2 Concreting in Hot Weather: For Category 3, hot weather concreting is defined as the production, placing and curing of concrete when the concrete temperature at placing exceeds 86°F but is less than 100°F.

Unless the specified hot weather concreting measures are in effect, reject concrete exceeding 86°F at the time of placement. Regardless of special measures taken, reject concrete exceeding 100°F. Predict the concrete temperatures at placement time and implement hot weather measures to avoid production shutdown.

344-3.7 Mixers: For Category 3 concrete, do not place concrete from a truck mixer that does not have a current FDOT mixer identification card.

344-3.8 Small Quantities of Concrete: With approval of the Engineer, small quantities of concrete, less than 3 cubic yards placed in one day and less than 0.5 cubic yards placed in a single placement may be accepted using a pre-bagged mixture. The Engineer may verify that the pre-bagged mixture is prepared in accordance with the manufacturer's recommendations and will meet the requirements of this Specification.

344-3.9 Sampling and Testing:

344-3.9.1 Category 1: The Engineer may sample and test the concrete to verify its quality. The minimum 28 day compressive strength requirement for this concrete is 2,500 psi.

344-3.9.2: Category 2: No sampling and testing is required for category 2.

344-3.9.3 Category 3: The Engineer will randomly select a sample from each 200 cubic yards or one day's production to determine plastic properties and to make three 4 x 8 inch cylinders for testing by the Engineer at 28 days to ensure that the design compressive strength has been met for the class of concrete as specified in Table 344-2.

344-3.10 Records: Ensure the following records are available for review for at least 3 years after final acceptance of the project:

1. Approved concrete mix designs.
2. Materials source (delivery tickets, certifications, certified mill test reports).
3. A copy of the scale company or testing agency report showing the observed deviations from quantities checked during calibration of the scales and meters.
4. A copy of the documentation certifying the admixture weighing/measuring devices.

102-8.9 344-4 Acceptance of the Work.

344-4.1 Category 1 Work: Category 1 work will be accepted based on certification by the batcher and contractor on the delivery ticket.

344-4.2 Category 2 Work: Certify that the precast elements were produced by a production facility on the FDOT's list of Producers with Accepted QC Programs for precast or prestressed concrete. In addition, the producer's logo shall be stamped on the element. The producer shall not use the Florida Department of Transportation QC stamp on elements used on this project. Provide a statement of certification from the manufacturer of the precast element that the element meets the requirements of this Specification.

344-4.3 Category 3 Work: Category 3 concrete will be accepted based on the Engineer's test results for plastic properties and compressive strength requirements for the class of concrete as defined in Table 344-2. In addition, a Delivery Ticket as described in 344-3.5 will be required for acceptance of the material at the project site.

344-4.4 Small Quantities of Concrete: Category 3 concrete meeting the definition of 344-3.8 will be accepted in accordance with 344-4.3 based on test results for plastic properties and compressive strength.

102-8.10 344-5 Method of Measurement.

The quantities to be paid for will be the items shown in the plans, completed and accepted.

102-8.11 344-6 Basis of Payment.

Prices and payments will be full compensation for all work and materials specified in this Section.

END OF SECTION

LANDSCAPE INSTALLATION FOR LAP (OFF-SYSTEM).

(REV 4-5-11) (FA 4-15-11)

102-8.12 SECTION 580

LANDSCAPE INSTALLATION FOR LAP (OFF-SYSTEM)

580-1 Description.

Plant trees and shrubs of the species, size, and quality indicated in the plans.

The Engineer reserves the right to adjust the number and location of any of the designated types and species to be used at any of the locations shown, in order to provide for any unanticipated effects which might become apparent after the substantial completion of other phases of the project, or for other causes.

580-2 Materials.

580-2.1 Plants:

580-2.1.1 Authority for Nomenclature; Species, etc.: For the designated authority in the identification of all plant material, refer to two publications of L.H. Bailey: "Hortus III" and "Manual of Cultivated Plants," and ensure that all specimens are true to type, name, etc., as described therein. For the standard nomenclature, refer to the publication of the American Joint Committee on Horticultural Nomenclature, "Standardized Plant Names."

580-2.1.2 Grade Standards and Conformity with Type and Species: Only use nursery grown plant material except where specified as Collected Material. Use nursery grown plant material that complies with all required inspection, grading standards, and plant regulations in accordance with the latest edition of the Florida Department of Agriculture's "Grades and Standards for Nursery Plants".

Except where a lesser grade might be specifically specified in the plans, ensure that the minimum grade for all trees and shrubs is Florida No. 1. Ensure that all plants are the proper size and grade at the time of delivery to the site, throughout the project construction period and during any designated plant establishment period.

Ensure that plant materials are true to type and species and that any plant materials not specifically covered in Florida Department of Agriculture's "Grades and Standards for Nursery Plants" conform in type and species with the standards and designations in general acceptance by Florida nurseries.

Ensure that plant materials are shipped with tags stating the botanical and common name of the plant.

580-2.1.3 Inspection and Transporting: Move nursery stock in accordance with all Federal and State regulations therefor, and accompany each shipment with the required inspection certificates for filing with the Engineer.

580-2.2 Water: Water used in landscaping operations may be obtained from any approved source. Ensure that water is free of any substance which might be detrimental to plant growth. The use of effluent water is subject to approval and must meet all Federal, State and Local requirements.

580-3 Specific Requirements for the Various Plant Designations.

580-3.1 Balled-and-Burlapped Plants (B&B), and Wired Balled-and-Burlapped (WB & B):

580-3.1.1 General: Properly protect the root ball of these plants until planting them. The Engineer may reject any plant which shows evidence of having been mishandled.

Set the B&B and WB&B plants then remove the top 2/3 of all wire, rope, and binding surrounding the plant. Remove the burlap from the top 4 inches of the root ball. Do not disturb the root ball in any way. Bare root material is not allowed for substitution.

At least 90 days before digging out B & B and WB & B plants, root-prune those 1 1/2 inches or greater in diameter and certify such fact on accompanying invoices.

580-3.1.2 Provisions for Wiring: For plants grown in soil of a loose texture, which does not readily adhere to the root system (and especially in the case of large plants or trees), the Engineer may require WB & B plants. For WB & B plants, before removing the plant from the excavated hole, place sound hog wire around the burlapped ball, and loop and tension it until the tightened wire netting substantially packages the burlapped ball such as to prevent disturbing of the loose soil around the roots during handling.

580-3.2 Container-Grown Plants (CG): The Engineer will not accept any CG plants with roots which have become pot-bound or for which the top system is too large for the size of the container. Fully cut and open all containers in a manner that will not damage the root system. Do not remove CG plants from the container until immediately before planting to prevent damage to the root system.

580-3.3 Collected Plants (Trees and Shrubs) (C): Use C plants which have a root ball according to "Florida Grades and Standards for Nursery Plants". Do not plant any C plant before the Engineer's inspection and acceptance at the planting site.

580-3.4 Collected Plants (Herbaceous) (HC): The root mass and vegetative portions of collected herbaceous plants shall be as large as the specified container-grown equivalent. Do not plant any collected plant before inspection and acceptance by the Engineer.

580-3.5 Specimen Plants (Special Grade): When Specimen (or Special Grade) plants are required, label them as such on the plant list, and tag the plant to be furnished.

580-3.6 Palms: Wrap the roots of all plants of the palm species before transporting, except if they are CG plants and ensure that they have an adequate root ball structure and mass for healthy transplantation as defined in "Florida Grades and Standards for Nursery Plants".

The Engineer will not require burlapping if the palm is carefully dug from marl or heavy soil that adheres to the roots and retains its shape without crumbling. During transporting and after arrival, carefully protect root balls of palms from wind and exposure to the sun. Muck grown palms are not allowed. After delivery to the job site, if not planting the palm within 24 hours, cover the root ball with a moist material. Plant all palms within 48 hours of delivery to the site.

Move sabal and coconut palms in accordance with the "Florida Grades and Standards for Nursery Plants."

580-3.7 Substitution of Container-Grown (CG) Plants: With the Engineer's approval, the Contractor may substitute CG plants for any other root classification types, if he has met all other requirements of the Contract Documents.

580-4 Planting Requirements.

580-4.1 Layout: Prior to any excavation or planting, mark all planting beds and individual locations of palms, trees, large shrubs and proposed art and architectural structures, as shown in the plans, on the ground with a common bright orange colored spray paint, or with other approved methods, within the project limits. Obtain the Engineer's approval and make necessary utility clearance requests.

580-4.2 Excavation of Plant Holes: Excavate plant holes after an area around the plant three times the size of the root ball has been tilled to a depth of the root ball. Ensure that the plant hole is made in the center of the tilled area only to the depth of the plant root ball.

Where excess material has been excavated from the plant hole, use the excavated material to backfill to proper level.

580-4.3 Setting of Plants: Center plants in the hole. Lower the plant into the hole so that it rests on a prepared hole bottom such that the roots are level with, or slightly above, the level of their previous growth and so oriented such as to present the best appearance.

Backfill with native soil, unless otherwise specified on the plans. Firmly rod and water-in the backfill so that no air pockets remain. Apply a sufficient quantity of water immediately upon planting to thoroughly moisten all of the backfilled earth. Keep plants in a moistened condition for the duration of the planting period.

When so directed, form a water ring 6 inches in width to make a water collecting basin with an inside diameter equal to the diameter of the excavated hole. Maintain the water ring in an acceptable condition.

580-4.4 Special Bed Preparation: Where multiple or mass plantings are to be made in extended bedding areas, and the plans specify Special Bed Preparation, prepare the planting beds as follows:

Remove all vegetation from within the area of the planting bed and excavate the surface soil to a depth of 6 inches. Backfill the excavated area with peat, sand, finish soil layer material or other material to the elevation of the original surface. Till the entire area to provide a loose, friable mixture to a depth of at least 8 inches. Level the bed only slightly above the adjacent ground level. Then mulch the entire bedding area, in accordance with 580-8.

580-5 Staking and Guying.

580-5.1 General: When specified in the plans, or as directed by the Engineer, stake plants in accordance with the following.

Use wide plastic, rubber or other flexible strapping materials to support the tree to stakes or ground anchors that will give as the tree moves in any direction up to 30 degrees. Do not use rope or wire through a hose. Use guy chords, hose or any other thin bracing or anchorage material which has a minimum 12 inches length of high visibility flagging tape secured to guys, midway between the tree and stakes for safety.

Stake trees larger than 1 inch diameter and smaller than 2 inches diameter with a 2 by 2 inch stake, set at least 2 feet in the ground and extending to the crown of the plant. Firmly fasten the plant to the stake with flexible strapping materials as noted above.

580-5.2 Trees of 2 to 3 1/2 inches [50 to 90 mm] Caliper: Stake all trees, other than palm trees, larger than 2 inches caliper and smaller than 3 1/2 inches caliper with two 2 by 4 inch stakes, 8 feet long, set 2 feet in the ground. Place the tree midway between the stakes and hold it firmly in place by flexible strapping materials as noted above.

580-5.3 Large Trees: Guy all trees, other than palm trees, larger than 3 1/2 inches caliper, from at least three points, with flexible strapping materials as noted above.

Anchor flexible strapping to 2 by 4 by 24 inch stakes, driven into the ground such that the top of the stake is at least 3 inches below the finished ground.

580-5.4 Special Requirements for Palm Trees: Brace palms which are to be staked with three 2 by 4 inch wood braces, toe-nailed to cleats which are securely banded at two points to the palm, at a point one third the height of the trunk. Pad the trunk with five layers of burlap

under the cleats. Place braces approximately 120 degrees apart and secure them underground by 2 by 4 by 12 inch stake pads.

580-6 Tree Protection and Root Barriers.

Install tree barricades when called for in the Contract Documents or by the Engineer to protect existing trees from damage during project construction. Place barricades at the drip line of the tree foliage or as far from the base of the tree trunk as possible. Barricades shall be able to withstand bumps by heavy equipment and trucks. Maintain barricades in good condition.

When called for in the Contract Documents, install root barriers or fabrics in accordance with the details shown.

580-7 Pruning.

Prune all broken or damaged roots and limbs in accordance with established arboriculture practices. When pruning is completed ensure that all remaining wood is alive. Do not reduce the size or quality of the plant below the minimum specified.

580-8 Mulching.

Uniformly apply mulch material, consisting of wood chips (no Cypress Mulch is allowed), pine straw, compost, or other suitable material approved by the Engineer, to a minimum loose thickness of 3 inches over the entire area of the backfilled hole or bed within two days after the planting. Maintain the mulch continuously in place until the time of final inspection.

580-9 Disposal of Surplus Materials and Debris.

Dispose of surplus excavated material from plant holes by scattering or otherwise as might be directed so that it is not readily visible or conspicuous to the passing motorist or pedestrian. Remove all debris and other objectionable material from the site and clean up the entire area and leave it in neat condition.

580-10 Contractor's Responsibility for Condition of the Plantings.

Ensure that the plants are kept watered, that the staking and guying is kept adjusted as necessary, that all planting areas and beds are kept free of weeds and undesirable plant growth and that the plants are maintained so that they are healthy, vigorous, and undamaged at the time of acceptance.

580-11 Plant Establishment Period.

If the Contract Documents designate a Plant Establishment Period, assume responsibility for the proper maintenance, survival and condition of all landscape items during such period at no additional cost.

580-12 Method of Measurement.

The quantities to be paid for will be the items shown in the plans, completed and accepted.

580-13 Basis of Payment.

Prices and payments will be full compensation for all work specified in this Section.

END OF SECTION

CONTRACTOR'S BID

FLORIDA ENGINEERING AND DEVELOPMENT CORP.

**ITB FOR
NW 60th AVENUE BICYCLE/PEDESTRIAN
IMPROVEMENTS PROJECT**

ITB No. 2019-06



The Town of Miami Lakes Council:

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

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

SECTION E. BID FORM

Bid submittal of FLORIDA ENGINEERING AND DEVELOPMENT CORP.

(Name of Bidder)

12076 NW 98 AVENUE, HIAWATHA GARDENS, FL 33018

(Address)

Submitted on: 3/14/19

(Date)

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

NW 60th Avenue Bicycle/Pedestrian Improvements Project

Bid No: 2019-06

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

This Bid Form is submitted as part of the Bidder's Bid submittal ("Submittal") in response to the ITB issued by the Town of Miami Lakes first written above.

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

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

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

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

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

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

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

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

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

BID PRICE

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

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

Total Bid Amount: \$ 1,059,175.86

Firm's Name: FLORIDA ENGINEERING AND DEVELOPMENT COMP.

Firm's Street Address: 12076 NW 9th AVENUE

City: HALEAH GARDENS State/Zip Code: FL/33018

Name of Officer: JOSE VEGA Signature: 

Title: PRESIDENT Telephone: 305-820-8333

Facsimile: 305-820-9341 E-Mail: jose@floridaengineering.net

FEIN No.: 83-0345690

END OF SECTION

Town of Miami Lakes 2019-06
 NW 60th Ave Bicycle/Pedestrian Improvements Project
 From NW 139th St. to South of Miami Lakes Drive (154th St.)
 Attachment PS

Note: Bidder's pricing as submitted will determine the ("Total Price Amount") for the purpose of evaluating the Bids. However, unless otherwise stated in the Price Sheet Notes the Contractor will be paid based on actual work performed. This form reflects estimated quantities for the bid roadway sections as described in the ITB. After award, the Town reserves the right to modify estimated quantities subject to the unit price, and/or to eliminate line items if the Town deems it necessary. In the event of a discrepancy, or an approved quantity change, the Unit Price for each line item shall govern.

Item No.	Description	U/M	Unit Price	Quantity	Extended Price
101-1	MOBILIZATION	LS	\$ 18,000.00	1	\$ 18,000.00
102-1	MAINTENANCE OF TRAFFIC	LS	\$ 20,000.00	1	\$ 20,000.00
104-10-3	SEDIMENT BARRIER	LF	\$ 1.72	6706	\$ 11,534.32
104-18	INLET PROTECTION SYSTEM	EA	\$ 104.60	7	\$ 732.20
107-1	LITTER REMOVAL	AC	\$ 50.00	14.24	\$ 712.00
107-2	MOWING	AC	\$ 143.50	11.43	\$ 1,640.21
110-1-1	CLEARING & GRUBBING	AC	\$ 81,000.00	2.054	\$ 166,374.00
110-4-1	REMOVAL OF EXISTING CONCRETE	SY	\$ 5.80	131	\$ 759.80
120-1	REGULAR EXCAVATION	CY	\$ 19.80	487.9	\$ 9,660.42
120-2-2	BORROW EXCAVATION	CY	\$ 21.50	668.5	\$ 14,372.75
160-4	TYPE B STABILIZATION	SY	\$ 14.40	4,532	\$ 65,260.80
162-1-11	PREPARED SOIL LAYER, FINISH SOIL LAYER, 6"	SY	\$ 3.00	811	\$ 2,433.00
285-701	OPTIONAL BASE, BASE GROUP 01	SY	\$ 8.30	2,030	\$ 16,849.00
286-1	TURNOUT CONSTRUCTION	SY	\$ 17.80	1,913	\$ 34,051.40
327-70-1	MILLING EXIST ASPH PAVT 1" AVG DEPTH	SY	\$ 2.30	10,005	\$ 23,011.50
334-1-11	SUPERPAVE ASPHALTIC CONC, TRAFFIC A, SP-12.5	TN	\$ 223.20	138	\$ 30,801.60
334-1-53	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C, SP-9.5 PG76-2	TN	\$ 212.10	158.00	\$ 33,511.80
334-1-53	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C, SP-12.5 PG76-2	TN	\$ 115.00	1558	\$ 179,170.00
337-7-82	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-9.5, PG 76-22	TN	\$ 115.00	550.5	\$ 63,307.50
425-4	INLETS, ADJUST	EA	\$ 992.00	2	\$ 1,984.00
520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	\$ 27.60	2,698	\$ 74,464.80
522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	\$ 48.00	99	\$ 4,752.00
522-2-13	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	\$ 64.40	189	\$ 12,171.60
527-2	DETECTABLE WARNINGS	SF	\$ 36.80	844	\$ 31,059.20
570-1-2	PERFORMANCE TURF, SOD	SY	\$ 5.40	4033	\$ 21,778.20
635-2-30	PULL & SPLICE BOX, INSTALL	EA	\$ 980.00	3	\$ 2,940.00
580-8-15	PRUNING AND TRIMMING (4" TO 24")	EA	\$ 805.00	47	\$ 37,835.00
	FLEXIBLE PERMEABLE PAVEMENT SIDEWALK	SY	\$ 83.60	1577	\$ 131,837.20
700-1-11	SINGLE POST SIGN, F & I, GROUND MOUNT, UPTO 12 SQ. FT.)	AS	\$ 310.50	78	\$ 24,219.00
700-1-60	SINGLE POST SIGN, REMOVE	AS	\$ 17.30	19	\$ 328.70
710-90	PAINTED PAVEMENT MARKINGS - FINAL SURFACE	LS	\$ 7,500.00	1	\$ 7,500.00

711-11-123	THERMOPLASTIC, STD., WHITE, SOLID, CROSSWALK, 12"	LF	\$	2.00	1421	\$	2,842.00
711-11-125	THERMOPLASTIC, STD., WHITE, SOLID, STOP LINE, 24"	LF	\$	3.70	297	\$	1,098.90
711-11-231	THERMOPLASTIC, STD., YELLOW, SKIP, 6", 10-30 SKIP OR 3-9 LANE DROP	GM	\$	460.00	1	\$	455.86
711-11-224	THERMOPLASTIC, STD., YELLOW, SOLID, DIAG. /CHEVRONS, 18"	LF	\$	2.70	131	\$	353.70
711-14-125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	LF	\$	18.40	100	\$	1,840.00
711-14-170	THERMOPLASTIC, PREFORMED, WHITE, ARROW	EA	\$	315.00	1	\$	315.00
711-16-101	THERMOPLASTIC, STD., OTHER, WHITE, SOLID, 6"	GM	\$	4,600.00	1.44	\$	6,624.00
711-16-201	THERMOPLASTIC, STD., OTHER, YELLOW, SOLID, 6"	GM	\$	4,600.00	0.564	\$	2,594.40
TOTAL PRICE AMOUNT						\$	1,059,175.86

Firm's Name: FLORIDA ENGINEERING & DEVELOPMENT CORP.

Signature: 

Print Name/Title: JOSE VEGA - PRESIDENT

Email Address: jose@floridaengineering.net

AIA Document A310 – 2010

Bid Bond

CONTRACTOR:

Florida Engineering and Development Corp.
12076 NW 98th Avenue
Hialeah Gardens, FL 33018

SURETY:

Berkley Insurance Company
475 Steamboat Road
Greenwich, CT 06830

OWNER:

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

BOND AMOUNT:

Five Percent of Amount Bid (5% of Amount Bid)

PROJECT: NW 60th Avenue Bicycle/Pedestrian Improvements Project ITB No.: 2019-06

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

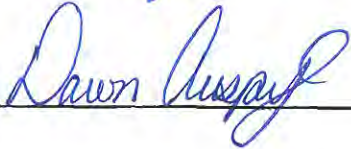
Signed and sealed this 14th day of March, 2019.

Witness/Attest:

By:

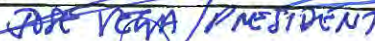


By:



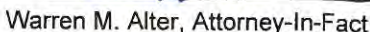
Florida Engineering and Development Corp.

By:



Berkley Insurance Company

By:


Warren M. Alter, Attorney-In-Fact

(Principal)

(Surety)

This document conforms to AIA Document A310 - 2010 BID BOND. THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NY AVE NW, WASHINGTON, DC 20006.

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Warren M. Alter; David T. Satine; Dawn Auspitz; or Jonathan Bursevich of Alter Surety Group, Inc. of Miami Lakes, FL* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 14th day of November, 2017.

Attest:

Berkley Insurance Company

(Seal)

By

Ira S. Lederman
Executive Vice President & Secretary

By

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 14th day of November, 2017, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
MY COMMISSION EXPIRES
APRIL 30, 2019

Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 14th day of March, 2019

(Seal)

Vincent P. Forte
Vincent P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

ADDENDUM ACKNOWLEDGEMENT FORM

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

Addendum No. <u>1</u> ,	Dated <u>2/20/19</u>
Addendum No. <u>2</u> ,	Dated <u>2/21/19</u>
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____

_____ No Addendum issued for this ITB

Firm's Name: FOUNDA ENGINEERING AND DEVELOPMENT

Signature: 

Printed Name/Title: JOSE VEGA / PRESIDENT



RFP 2019-06

NW 60th Avenue Bicycle/Pedestrian Improvements Project

Addendum #1

Due Date: 11:00 AM, March 14, 2019

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

Clarifications:

Questions and Answers:

1. Is the pre-bid conference mandatory?

Response: No, the pre-bid conference for this ITB is non-mandatory.

2. What is the estimated value of this project?

Response: The estimated value of this project is approximately \$1,232,000.

JOSE VEGA
Name of Signatory
PRESIDENT
Title
3/14/19
Date

[Signature]
Signature
ZIONIA ENGINEERING & DEV.
Name of Bidder



RFP 2019-06

NW 60th Avenue Bicycle/Pedestrian Improvements Project

Addendum #2

Due Date: 11:00 AM, March 14, 2019

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

Clarifications:

1. Section A, Notice to Bidders, Minimum Qualification Requirements, item 3 is hereby amended as follows:

"Be an FDOT pre-qualified contractor for work classes 7, 8, 10, 11, 12, 15, 28, 38, and 40, or include subcontractors that are FDOT pre-qualified for those work classes that the prime contractor is not pre-qualified to perform,"

2. Addendum #1, Questions and Answers, item 2 is hereby amended as follows:

"What is the estimated value of this project?"

Response: The estimated value of this project is approximately ~~\$1,232,000~~ \$914,600."

JOSE VERA
Name of Signatory

PRESIDENT
Title

3/14/19
Date

[Signature]
Signature

FLORIDA ENGINEERING & DEV.
Name of Bidder

**CERTIFICATE OF AUTHORITY
(IF CORPORATION)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of Florida Engineering & Dev., a corporation organized and existing under the laws of the State of Florida, held on the 14th day of March 2019, a resolution was duly passed and adopted authorizing (Name) Jose Vega as (Title) President of the corporation to execute bids on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, must be the official act and deed of the corporation. I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 14th day of March, 2019.

Secretary: _____

Print: Elna Reyes

**CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)**

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

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

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

Partner: _____

Print: _____

**CERTIFICATE OF AUTHORITY
(IF INDIVIDUAL)**

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

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

Signed: _____

Print: _____

NOTARIZATION

STATE OF Florida)

) SS:

COUNTY OF Miami Dade)

The foregoing instrument was acknowledged before me this 14 day of MARCH, 2019, by JOE LEGA, who is personally known to me or who has produced _____ as identification and who (did / did not) take an oath.

[Handwritten Signature]

SIGNATURE OF NOTARY PUBLIC



EVELYN ALEMAN
Commission # GG 165528
Expires March 10, 2022
Bonded Thru Budget Notary Services

STATE OF FLORIDA

PRINTED, STAMPED OR TYPED

NAME OF NOTARY PUBLIC

SECTION F. QUESTIONNAIRE

This completed form must be submitted with the Bid. The Town may, at its sole discretion, require that the Bidder submit additional information not included in the submitted form. Such information must be submitted within seven (7) calendar days of the Town's request. Failure to submit the form or additional information upon request by the Town will result in the rejection of the Bid as non-responsive. Additional pages may be used following the same format and numbering. Some information may not be applicable, in such instances insert "N/A".

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

A. Business Information

1. How many years has your company been in business under its current name and ownership?
16

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

GENERAL CONTRACTOR #045310 _____

GENERAL ENGINEERING E0900376 _____

FOOT CERTIFICATION 4/18

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

b. Date company was licensed by the State of Florida or Miami-Dade County: 12/10/02

c. State and Date of Incorporation: FLORIDA

c. What is your primary business? GENERAL CONTRACTOR
 (This answer should be specific)

d. Name of Qualifier, license number, and relationship to company:
JOSE VEGA / #045310 / PRESIDENT

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

N/A

2. Name and Licenses of any prior companies

Name of Company License No. Issuance Date

N/A

3. Type of Company:

Corporation "S" Corporation LLC Sole Proprietorship Other: _____

(Corporations and LLCs will be required to provide a Certificate of Authority, copy of their corporate resolution, or other proof of signing authority prior to executing a contract)



[Main Menu](#) | [Update Profile](#) | [Logoff](#) | [Contact Us](#)

Logged in as **Vega, Jose Antonio**

Certified General Contractor #CGC045310

License Menu

Select the function you wish to perform.
Press "Back" to return to the main menu.

License Issued To:	VEGA, JOSE ANTONIO
DBA Name:	FLORIDA ENGINEERING AND DEVELOPMENT CORP
License Status:	Current, Active
Originally Licensed On:	11/19/1988 (mm/dd/yyyy)
Expires On:	08/31/2020 (mm/dd/yyyy)
Modifiers:	Construction Business 12/02/2008 (mm/dd/yyyy)

Functions

- [Change of Status from Active to Inactive](#)
- [Address Change](#)
- [Print Inactive Receipt](#)
- [Print License Certificate](#)
- [View My Continuing Education](#)
- [Remove This License From My Account](#)

Back

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Under Florida law, email addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However, email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our [Chapter 455](#) page to determine if you are affected by this change.



www.miamidade.gov/economy



Miami-Dade County retains all property rights herein.
James D. Gascon, P.E.
Secretary of the Board

0001
QUALIFYING TRADE(S)
GENERAL ENGINEERING



CTQB
Construction Trades Qualifying Board
BUSINESS CERTIFICATE OF COMPETENCY

E0900376

FLORIDA ENGINEERING & DEVELOPMENT CORP
MIAMI-DADE COUNTY
D.B.A.:

Medina Omar
MEDINA OMAR



Is certified under the provisions of Chapter 10 of Miami-Dade County



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

MIKE DEW
SECRETARY

April 26, 2018

FLORIDA ENGINEERING & DEVELOPMENT CORP
12076 NW 98TH AVE
HIALEAH GARDENS, FLORIDA 33018

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2019. However, the new application is due 4/30/2019.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:
<HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification/>

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:

DRAINAGE, FENCING, GRADING, GRASSING, SEEDING AND SODDING, ROADWAY SIGNING, SIDEWALK, Water Main

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

Alan Autry, Manager
Contracts Administration Office

AA:cj

4. Company Ownership

a. Identify all owners of the company

Name	Title	% of ownership
JOSE REGA	PRESIDENT	100

b. Is any owner identified above an owner in another company? Yes No

If yes, identify the name of the owner, other company names, and % ownership

c. Identify all individuals authorized to sign for the company, indicating the level of their authority
(use additional pages/attachments if necessary)

Name	Title	Signatory Authority (All, Cost Up to \$Amount, No-Cost, Other)
JOSE REGA	PRESIDENT	ALL
OMAR MEDINA	VICE-PRESIDENT	No - Cost
ELINA ROYER	SECRETARY	No - Cost

5. Employee Information

Total No. of Employees: 120 Number of Managerial/Admin. Employees: 12

Number of Trades Personnel and total number per classification:

(Ex. 20 Electricians, 50 Laborers, 12 Plumbers, etc. Apprentices must be listed separately for each classification)

Underground Utilities	- 45	Drivers & Mechanical	- 16
Earthwork	- 35		
Roadway	- 12		

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

If yes, Bidder must complete and submit the Leased Employee Affidavit with its Bid.

7. Has any owner or employee of the company ever been convicted of a federal offense or moral turpitude? Yes No

If yes, please explain:

8. Insurance Information

a. Insurance Carrier name & address: Collinsworth, Alker, Fowler & French
800 Government Sq. #301, Miami Lakes, FL, 33016

b. Insurance Contact Name, telephone, & e-mail: DAMARIS De Paz
305-503-9159 ; ddepaz@caffllc.com

c. Insurance Experience Modification Rating (EMR): 0.67
(if no EMR rating please explain why)

d. Number of Insurance Claims paid out in last 5 years & value: — 0 —

9. Surety Information

a. Bond Carrier name & address: Alker Surety Group, Inc
5979 NW 151st St. #202, Miami Lakes, FL, 33014

b. Bond Carrier Contact Name, telephone, & e-mail: Dawn Auspitz
305-517-3803 Ext: 301 ; dawn@alkersurety.com

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

d. As an attachment to this Questionnaire, provide a letter from the bonding surety stating that the Bidder is capable of meeting the bonding requirements provided for in Section C3.05 of the ITB.

10. Have any claims lawsuits been file against your company in the past 5 years? Yes No

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.

N/A

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? Yes No

If yes, provide details:

N/A

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? Yes No

If yes, please provide an attachment including all details on each citation.

14. Provide an attachment listing all of the equipment, with a value of \$3,000 or greater, owned by your company. See 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. Is your company capable of performing at least forty percent (40%) of the Work required under this ITB? Yes No

B. Project Management & Subcontract Details

1. Project Manager for this Project:

a. Name: OMAR MEDINA

b. Years with Company: 10

c. Licenses/Certifications: General Engineering

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

See Attached

2. Subcontractors (use additional pages/attachments if necessary):

Name	Trade/Work to be performed	% of Work	License No.
<u>P&T STAMPING</u>	<u>STAMPING & SIGNAGE</u>	<u>9.80%</u>	
<u>PERMEABLE CONCRETE</u>	<u>Soil. Porous Pavement</u>	<u>9.00%</u>	
<u>WORKING ASP.</u>	<u>MUL & ASPHALT</u>	<u>21.80%</u>	

Florida Engineering & Development corp.

12076 NW 98th Ave.
Hialeah Gardens Fl. 33018

Equipment List

Responsible: Christy

Date: 3/1/2018

CONSTRUCTION EQUIPMENT							
ITEM	Pur.Date	Memo	Make - Model	Year	Hours	Serial Number	Equipt. No.
CONSTRUCTION EQUIPMENT							
EXCAVATOR							
	6/15/2013	Excavator	John Deere 200D-LC	2011		1FF200DXJBD513517	E15
	9/26/2013	Excavator	Case CX210// Warranty	2011	1900	NBSAH3662	E17
	2/20/2014	Excavator	John Deere 120	2006	2685	FF120CXO35808	E18
	5/9/2014	Excavator	John Deere 350	2008	6085	FF350DX806296	E19
	8/1/2014	Excavator	Hitachi 350	2008		FF00ASP920211	E21
	8/20/2014	Excavator	John Deere 350	2012	2167	1FF350GXTC808707	E22
	10/23/2014	Excavator	John Deere 120	2007	4692	FF120CXO36483	E23
	12/10/2014	Excavator	John Deere 350G-LC	2012	2375	1FF350GXJCE808713	E25
	12/31/2014	Excavator	Case CX 225	2007	4985	DAC251361	E26
	8/16/2016	Excavator	John Deere 200D LC	2011	3876	1FF200DXTBD512783	E30
MINI EXCAVATOR							
	8/29/2013	Mini Excavator	Case CX25	2006		DFE0001379	E16
	5/15/2014	Mini Excavator	Komatsu PC 50 MR-2	2004	3587	K5148	E20
	10/28/2014	Mini Excavator	John Deere 85D	2011	2419	1FF085DXJA0016339	E24
	5/21/2015	Mini Excavator	Bobcat E-50	2010	2207	AG3N11107	E27
	8/13/2015	Mini Excavator	Bobcat E-35	2013	1105	A93K16972	E28
	10/22/2015	Mini Excavator	Bobcat325G	2011	481	AAC513507	E29
	8/16/2017	Compact Excavator	E35 25 HP ZTS Bobcat Compact	2017	0	B3Y211169	E31
BACKHOE							
	12/11/2007	Backhoe	John Deere 310G	2004		310GX931245	B12
	2/18/2013	Backhoe	JD 410G 4x4 Quick Cpl Forks	2004	2987	T0410GX92XXXX	B14
	8/15/2013	Backhoe	JD 310g 4X4 Extended Hoe	2004		TO310GX939368	B15
	2/14/2014	Backhoe	JD 310J 4x4 Backhoe	2010	1159	1T0310JXLA0190668	B16
	5/15/2014	Backhoe	John Deere 410G 4x4	2006	3409	T0410GX955883	B17
DOZER							
	12/11/2007	Dozer	John Deere 650H	2002		907495	D12
	2/21/2014	Dozer	John Deere 450H	2010	4526	1T0450JXAA0184392	D13
	8/16/2016	Dozer	John Deere 650J LGP	2011	3865	1T0650JXCBD203295	D14
	2/27/2017	Dozer	John Deere 650J XLT Crawler Tr	2011	2810	1T0650JXAA0192467	D15
LOADER							
	6/22/1999	Wheel Loader	John Deere 544G	1994		544G SN 546647	L11
	10/9/2007	Wheel Loader	John Deere 544H	1999		544H SN 571196	L12
	8/7/2008	Wheel Loader	John Deere 544J	2005		544j 2599483	L13
	10/24/2013	Wheel Loader	John Deere 544H	2003		DW544HX589008	L14
	5/15/2014	Wheel Loader	John Deere 544H	2001	9711	DW554HX578856	L15
	10/31/2014	Wheel Loader	Case 621E	2012	1165	NBF211402	L16
	2/16/2015	Wheel Loader	John Deere 544	2012		1DW544KZCBD641628	L17
	5/31/0016	Wheel Loader	John Deere 644K	2010	5255	DW644KZ627162	L18
	1/27/2017	Wheel Loader	John Deere 624K	2015		1DW624KZPFF668268	L19
ROLLER							
	10/9/2007	Roller	Bomag BW 124	2000		109A21902212	R602
	12/10/2009	Asphalt Roller	Dynapac	2004		60212837	R603
	10/20/2014	Roller	Bomag BW 211D-50	2014		901583531157	R604

	8/13/2013	Roller	Bomag BW135AD	2005		101650121671	R605
	10/27/2015	Roller	Ingersoll-Rand DD29 Tandem Rc	2007	469	194360	R606
	2/27/2017	Roller	Bomag BH213DH-40	2011	1653	901582561140	R607
Grader							
	8/7/2008	Grader	Chanpion 710A	1996	2847	XO25759	G701
	10/4/2005	Grader	Champion C50A	2000		200900	G702
SKID STEER							
	2/18/2013	Skid Steer	Bobcat T300 High Flow MT	2007	2088	53201xxxx	SS803
	8/15/2013	Skid Steer	Bobcat T250 Multi Terrain	2006		531811529	SS804
	2/15/2016	Skid Steer	Bobcat S175	2010		A3L535925	SS806
		Skid Steer	Bobcat T650 Compact Track Loa	2017		ALJG22615	SS807
Forklift							
	12/10/2009	Forklift	Clark			GPX711-0029-9330	FL11
Trencher							
	3/11/2011	Trencher					
PICKUP TRUCKS							
	10/14/2014	Pick Up	F-150 4x4	2014		1FTFW1ET2EFB44008	PU11
	12/10/2008	Pick up	Ford F-150	2005		1FTRF12XXXX55828	PU13
	12/10/2008	Pick up	Ford F-150	2004		1ftrf12w04nc46312	PU14
	2/19/2005	Pick Up	Ford F-150	2005		1FTRX12W55FA66557	PU15
	8/16/2011	Pick Up	Chevy Silverado	2007		1GCEC19X57Z102502	PU16
	7/2/2007	Pick Up	NISSAN TITAN	2006		1NGBA07A7GN535372	PU18
	10/24/2013	Pick Up	Ford F-150 XL	2008		1FTPF12V58KC51785	PU19
	10/24/2013	Pick Up	Ford F-150 XL Extended Cab	2007		1FTPX12517KD36828	PU20
	5/15/2014	Pick Up	Ford F-150 XLExt Cab 4x4	2008	108740	1FTRF14V28KE55823	PU21
	11/7/2014	Pick Up	FORD F-150	2014		1FTEW1CM2EFB94673	PU22
	4/2/2015	Pick Up	Ford F-150	2006		1FTRF12216NAO1843	PU23
	5/21/2015	Pick Up	Ford F-250 XL Crew Cab	2008	54883	1FTSW21528EA08175	PU24
	5/21/2015	Pick Up	Ford F-150 XL Extended Cab	2007	69193	1FTRF12WX7NA47871	PU25
	2/16/2016	Pick Up	Ford F250 XL Extended Cap	2008	130669	1FTNX20598EA16754	PU27
	2/15/2016	Pick Up	Ford Ranger Extended Cab	2010	98499	1FTKR1ED1APA45151	PU28
		Pick Up	Ford F150	2016		1FTEX1C8XGFA20210	PU29
	5/31/2016	Pick Up	GMC - Sierra 1500	2016		1GTR1LEHXGZ208428	PU30
	7/26/2017	Pick Up	Chevrolet Silverado 1500	2017		1GCNCNEH1HZ233949	PU31
	7/26/2017	Pick Up	Chevrolet Silverado 1501	2017		1GCNCNEH4HZ234030	PU32
DUMP TRUCKS							
	12/10/2009	Dump Truck T/ax	Peterbilt	1994		1XPFB9X3RN364566	DT102
	9/22/2009	Dump Truck T/ax	Inernational	1994		2HSFLAHN2RCO88439	DT101
	9/21/2012	Dump Truck T/ax	Ford L9000	1995	273261	1FDYU90TXSVA71987	DT103
	2/18/2013	Dump Truck T/ax	Sterling A9500	1999	453705	2FZKPYBXXABO3082	DT104
	8/29/2013	Dump Truck T/ax	Mack RD690S	1999		1M2P264C6XM027315	DT105
	6/2/2014	Dump Truck T/ax	Peterbilt	1998	484918	1NPAXA0X0WN470665	DT106
FUEL TRUCK							
	9/30/2015	International Truck 4400		2009		1HTMKAAAN99H049193	FT22
TRAILERS-LOWBOY							
	4/20/2005	Tag Along Trailer	Interstate	1998		1JK0DT18XWA000104	TL11
	2/21/2006	Lowboy	Roger	1987		1RBH46309HA520621	TL12
	9/21/2012	Flat Bed Trailer	Hiboy 44 x 96 T/A	2003		1UYFS24583A077401	TL13
	5/16/2013	Lowboy	FontaineTB50NGB	1996		4LF4S4838T2504760	TL14
	6/5/2015	Trailer	Utility Trailer	2015		4YMUL1012FG028998	TL15

FLAT BED TRUCKS

5/16/2013	Flat Bed M6500	Sterling	2002		2FZAAHAL22AJ68743	FB21
12/23/2010	International Truck	4700	2001		1HTSCAANX1H286414	FT21 FB22
5/25/2016	Flat Bed Truck	Peterbilt	2004	455626	2nphd7x44m817952	FB23
12/6/2017	Flat Bed Truck	Ford F650 XLT Rollback Truck	2004		3FRNF65N44V662126	FB24

SERVICE TRUCKS

12/13/2006	Service Truck	Ford F-550 (Out of Service)			V94786	MT11
5/27/2008	Service Pick up	Ford F-450	2002		1FDXF47F02ED40331	MT12
8/15/2013	Service Truck	F-550 XL	2007		1FDAF56P17EB26347	MT13
8/14/2014	Ser	Ford F550 XL Crew Cab Mechani	2004		1FDAW56P54EC571269	MT14
5/25/2016	Service Truck	F450XL	2005	196004	1FDX46P35EB48688	MT15

Water Truck

5/27/2008	Water Truck	International	1992		1HSHEA7N5NH426892	WT11
10/22/2015	Water Truck	International - 4200	2006	37754	1HTMPAFP96H344575	WT12

Sweeper

12/10/2009	Sweeper Attachment Bobcat					SP11
8/15/2013	Case DX45 4x4 Broon Case		2004		HBA018128	SP12

Trucks-Tactor

10/27/2010	2001 Freight Liner Tri Low Boy Truck		2001		1FUJAHCG71PF97449	TT11
12/23/2004	International Truck Tractor		1990		2HSFEG2R8LC031324	TT12
	Mack Truck Tractor		2000			TT13

Vac Truck

12/6/2016	Vac Truck	International 2554 T/A Hydro Vac	1998		1HTGCAAT4WH503516	VT11
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OMAR A. MEDINA
4138 SAPPHIRE TERRACE
Weston FL 33331
Home (954) 3840577
Cell (954) 297 1148
Email omarm26@hotmail.com

EDUCATION

Bachelor of Science in Civil Engineering– Universidad de la Salle Colombia, 1996
Seminar for updates in sewage system design- Pontificia Universidad Javeriana, 1996
FDOT Course Maintenance of Traffic – Miramar Florida, 2003
Primavera Expedition – Schedule – Miami Florida, 2006
General Engineering License Active.

SUMMARY

Mr. Medina has over 22 years experience in the fields of Engineering and Project /Construction Management. His career has been focused in the construction sector and municipal design. His background includes Construction Management, inspections, design and construction of pipelines, drainage, pump stations and highways. He has excellent organizational and works well with others. Mr. Medina's project experience and technical expertise includes the following:

EXPERIENCE

Florida Engineering and Development Corp. **March 2008 to Present**

Vice President managed the following Projects:

- Aviation Project City of Opalocka Include: Drainage System, Water Systems, Sewer System, Force Main System, FPL Ducts, AT&T Ducts, Signalization System, concrete sidewalks, Asphalts Roadways. Work inspected by FDOT, DADE County, WASD, DERM.
- Building Expansion 3505 Warehouse at city of Doral the work include: Building pad, water main, sewer main, Drainage System, Asphalts, concretes, etc.
- South Side Elementary site contractors the work include: mass excavation for underground parking lot, Well Drainage, Drainage collection system, ejector pump, water system, sewer system, asphalts, concretes, etc.

AM Engineering Contractors January 2007 to March 2008

Vice President managed the following projects:

- Ferguson High School, Site contractors the work include: Demolition, Building Pad, water system, sewer system, Drainage system, special sidewalks for schools, etc.

- Leewood Elementary School, Site contractors the work include: Demolition, Building Pad, water system, sewer system, Drainage system, special sidewalks for schools, etc.
- Mary Brickell Village Project Include five (5) Lift stations, drainage systems, sewer systems, concretes and asphalt restoration.

Petro Hydro Inc., Miami, FL May 1999 to September 2007

Project Manager responsible for profitably managing all administrative and field construction activities include preparing procedures and/or job progress reports monitoring job cost & work status, preparing projects safety, maintaining a working relationship with public works, owners, architects, vendors, subcontractors, creating project schedules and change orders management. He exercises considerable independent judgment in the application of the principles and practices of planning, design, construction and administration of a variety of construction projects. As Project Manager, Mr. Medina has been responsible for managing and requisitioning over \$800,000 monthly. He has been instrumental with negotiating subcontractor contracts and maintaining relationships with city, county and governmental officials. His responsibilities include the mentoring of several site project engineers and managing several construction crews with a minimum production of \$500,000 monthly. He is responsible for scheduling projects from their inception to final close out. Managing work orders and staying on track with schedules and budgets as well as conduct on-site client and team meetings.

Mr. Medina's project technical expertise includes the following:

- Jardack Construction, Shakill Investment Center Drainage, Paving, and Water system.
- City of Fort Lauderdale, Progresso Project, Sanitary sewer, water mains, drainage system.
- Broward County, Broward Gardens, Sanitary Sewer, Lift Station. Improvements.
- Town of Medley. Roadway Restorations, Drainage, Sidewalks.
- FOOT Push Bottoms. Asphalt, Milling, Drainage, Sidewalks.
- FOOT NE 6 AVE. Drainage System and Asphalt Roadway over 1.5 miles.
- FOOT AJA. Asphalt Roadway over 2.0 miles, special sidewalks and stamp crosswalk city of Miami Beach.
- City of Palmetto Bay. Drainage Improvements.
- City of Coral Springs. Water mains improvement.
- City of South Miami.
- Miami Dade County, PTP People Transportation Plan.
- City of Miami Road Rehabilitation Project. FEMMA SW 147 Ave and 88 Street.
- City of Lauderhill Culvert Replacement Project. DERM Storm water Improvement Project.

Project Estimator responsible for completing estimated for construction projects including quantity of materials, pricing, budgeting, value analysis, prepare

square foot estimates, detail conceptual estimated, working drawing estimates, proposal/bid or GPM estimates, systems comparisons, historical cost reports, and value engineering alternatives.

Dade County, Palm beach County, FOOT projects, Broward County, City of Miami, City of Lauderdale, City of Miami Beach, City of South Miami, City of West Palm Beach,

Omar Medina (Various) - Colombia. May 1997- February 1999

Construction Management and Resident Engineer responsible for coordination of the design consultant and construction contractor, administration of change orders, claims, clarifications, inspections, pay request, general documentation and shop drawings review. Construction projects include force main, raw water transmissions mains, pavement and sidewalk restoration. Expansion of the Water Treatment Plant including flocculation/sedimentation basins, deep bed anthracite filters, clear-well tank, water intake and pump station rehabilitation. Projects also include the construction of a Tourist Pier located at the town of Puerto las Guamos.

Responsible for civil/mechanical design, construction drawings using CAD, cost estimate analysis and summary of bill of materials. Projects include force main design, drainage design, water and wastewater facilities for the city of Riohacha - Colombia, pump station design for the City of Valledupar - Colombia, Master Plan design for the City of El Banco Magdalena - Colombia.

Computer Aided Design (CAD):

Microstation J

AutoCad

Corel Draw Presentation Graphics)

Other Computer Software Used: Used:

Primavera

Contractor

Primavera Expedition

Outlook.

Microsoft Project (Scheduling)

Primavera Contractor (Scheduling)

Microsoft Excel (Spreadsheet)

Microsoft Word (Word Processing)

Microsoft PowerPoint

(Presentation)

Windows NT (Operating System @ Administrator level)



www.miamidade.gov/economy



Miami-Dade County retains all property rights herein.
Jaime D. Gascon, P.E.
Secretary of the Board

0001
QUALIFYING TRADE(S)
GENERAL ENGINEERING



CTQB
Construction Trades Qualifying Board
BUSINESS CERTIFICATE OF COMPETENCY

E0900376

FLORIDA ENGINEERING & DEVELOPMENT CORP
MIAMI-DADE COUNTY

D.B.A.:

Medina Omar
MEDINA OMAR



Is certified under the provisions of Chapter 10 of Miami-Dade County

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

Earthwork, Cleaning & Grubbing, Demolition, Asphalt Path, Concrete — 47%

C. Current and Prior Experience:

1. Current Experience including current under projects or contracts, recently awarded, or pending award (Provide an attachment to this questionnaire that lists all such contracts or projects, including the owner's name, title and value of project, scope of work, projected or actual start date, projected completion date). *see Attached*
2. Prior contracts or projects of a similar size, scope, and complexity: Provide an attachment to this Questionnaire that includes contracts or projects the Bidder considers of a similar, size, scope and complexity that the Town should consider in determining the Bidders responsiveness and responsibility. This attachment must demonstrate the requisite number of projects stated in the Minimum Qualifications portion of Section A, Notice to Bidders. Information provided must include the owner's name, address and contact person, including telephone and e-mail, title of contract or project, scope, initial value and final cost of the contract or project, projected and final timeframes for completion. Please use the attached Client Reference & Contact Information Form and include in Bid. *see - Vendor References Form*

D. Declaration

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

Executed on 3/14/19 (date)

Authorized representative (print): JOSE VEGA / PRESIDENT

Authorized representative (signature): _____



CLIENT REFERENCE & CONTACT INFORMATION FORM

On the following pages, the Bidder shall provide the information indicated for three (3), but no more than five (5) separate and verifiable references in a government market for projects that are comparable in size, scope, complexity, and cost (over \$750,000) within the last five (5) years to meet the minimum requirements of the ITB. The same reference may not be listed for more than one (1) organization and confidential references shall not be included.

References that are listed as subcontractors in the response will not be accepted as references under this solicitation. Entities having an affiliation with the Bidder (i.e. currently parent, subsidiary having common ownership, having common directors, officers or agents or sharing profits or liabilities) will not be accepted as references under this solicitation.

The Procurement Department will attempt to contact the references provided by the Bidder to complete the Client Reference Survey for references. The total number of references contacted to complete a Client Reference Survey for Past Performance for any response will be at least three (3), but no more than five (5). References should be available for contact during normal business hours, 9:00 AM – 5:00 PM, Eastern Time. The Procurement Department will attempt to contact each reference by telephone no less than two times. References will be given seven (7) business days to confirm Bidder's performance in order to be considered a "verified reference." In the event the contact person indicated cannot be reached following four attempts or is unwilling to provide the requested information, the reference will be considered "unverified" for purposes of this ITB. It is the Bidder's responsibility to provide complete and accurate information for each reference, the Procurement Department **will not** correct incorrectly supplied information. No claim of lack of information or error will relieve Bidder of this responsibility.

Procurement reserves the right to contact references other than those identified by the Bidder to obtain additional information regarding past performance. Any information obtained as a result of such contact may be used to determine whether or not the Bidder is a "responsible vendor", as defined in section 287.012(25), Florida Statutes, as may be amended from time to time.

Vendor Reference Form

Reference #1 (required)

Proposer's Name: FLORIDA ENGINEERING AND DEVELOPMENT

Reference's Name: CITY OF WEST PARK

Address: 1965 SR 7, WEST PARK, FL, 33023

Name of Project: SW 40th AVENUE COMPLETE STREET IMPROVEMENTS

Contact Person (Name/Title): G NEGG PERRY / CITY ENGINEER

Contact Telephone #: 786-251-9291 Contact E-Mail Address: gperry@perrintl.com

Location of Services: CITY OF WEST PARK (SW 40th Ave.)

Initial Contract Value: \$ _____ Final Contract Value: \$ 1,800,000 -

Is the Contract still active?: Yes No Number of Change Orders: _____

Start Date: _____ Completion Date: 4/18

Brief description of the scope of work performed for this reference:

Earthwork, Drainage, Concrete, Landscape, Irrigation and Roadway Improvements.

(For Official Use Only)

- Attempt 1 Time: _____ Date: _____ Message Left Verified
- Attempt 2 Time: _____ Date: _____ Message Left Verified
- Attempt 3 Time: _____ Date: _____ Message Left Verified
- Attempt 4 Time: _____ Date: _____ Message Left Verified

Vendor Reference Form

Reference #2 (required)

Proposer's Name: FLORIDA ENGINEERING AND ENGINEERING

Reference's Name: CITY OF DORAL

Address: 8401 NW 53rd TERRACE, DORAL, FL, 33166

Name of Project: NW 66th STREET ROADWAY IMPROVEMENTS

Contact Person (Name/Title): CARLOS ARROYO

Contact Telephone #: 305-593-6740 ext:6009 Contact E-Mail Address: carlos.arroyo@cityofdoral.com

Location of Services: CITY OF DORAL

Initial Contract Value: \$ Final Contract Value: \$ 4,183,000 =

Is the Contract still active?: [] Yes [x] No Number of Change Orders:

Start Date: Completion Date: 6/17

Brief description of the scope of work performed for this reference: Earthwork, Drainage, Concrete, Lighting, Landscape and Roadway CONSTRUCTION.

(For Official Use Only)

- Attempt 1 Time: Date: Message Left Verified
Attempt 2 Time: Date: Message Left Verified
Attempt 3 Time: Date: Message Left Verified
Attempt 4 Time: Date: Message Left Verified

Vendor Reference Form

Reference #3 (required)

Proposer's Name: FLORIDA ENGINEERING AND DEVELOPMENT

Reference's Name: AVIATION & COMMERCE CENTER

Address: 14350 NW 56 CT, MIAMI, FL 33154 Suite #108

Name of Project: NW 145th STREET ROADWAY CONSTRUCTION - NORTHERN SWAGE

Contact Person (Name/Title): AL HERNANDEZ

Contact Telephone #: 305-796-3669 Contact E-Mail Address: ahernandez@cpfinv.com

Location of Services: CITY OF OPA LOCKA

Initial Contract Value: \$ Final Contract Value: \$ 3,650,000 -

Is the Contract still active?: Yes No Number of Change Orders:

Start Date: Completion Date: 8/30/16

Brief description of the scope of work performed for this reference:

Earthwork, Drainage, Water Main, Sewer Main, Force Main, Concrete, Lighting, Landscape, Irrigation and Roadway Construction.

(For Official Use Only)

- Attempt 1 Time: Date: Message Left Verified
Attempt 2 Time: Date: Message Left Verified
Attempt 3 Time: Date: Message Left Verified
Attempt 4 Time: Date: Message Left Verified

Vendor Reference Form

Reference #1 (required)

Proposer's Name: PLOMBA ENGINEERING AND DEVELOPMENT

Reference's Name: CITY OF SUNNY ISLES BEACH

Address: 18070 Collins Ave. Sunny Isles Beach, FL 33160

Name of Project: NW 174th STREET ROADWAY RECONSTRUCTION

Contact Person (Name/Title): ELKA LINTON / CAPITAL PROJECT MANAGER

Contact Telephone #: 305-484-4799 Contact E-Mail Address: _____

Location of Services: CITY OF SUNNY ISLES BEACH

Initial Contract Value: \$ _____ Final Contract Value: \$ 3,800,000

Is the Contract still active?: Yes No Number of Change Orders: _____

Start Date: _____ Completion Date: 2/17

Brief description of the scope of work performed for this reference:
Earthwork, Drainage, Concrete, Lighting, Landscape, Irrigation and Roadway Reconstruction.

(For Official Use Only)

- Attempt 1 Time: _____ Date: _____ Message Left Verified
- Attempt 2 Time: _____ Date: _____ Message Left Verified
- Attempt 3 Time: _____ Date: _____ Message Left Verified
- Attempt 4 Time: _____ Date: _____ Message Left Verified

Vendor Reference Form

Reference #1 (required)

Proposer's Name: FLORIDA ENGINEERING AND DEVELOPMENT

Reference's Name: CODINA PARTNERS / CITY OF DORAL

Address: 2020 SALZEDO ST. CORAL GABLES, FL, 33134

Name of Project: DOWNTOWN DORAL INFRASTRUCTURE- PHASE 2

Contact Person (Name/Title): GUS MINQUEZ

Contact Telephone #: 305-302-1898 Contact E-Mail Address: _____

Location of Services: CITY OF DORAL

Initial Contract Value: \$ _____ Final Contract Value: \$ 3,500,000

Is the Contract still active?: Yes No Number of Change Orders: _____

Start Date: _____ Completion Date: 7/30/16

Brief description of the scope of work performed for this reference:

Earthwork, Drainage, Water Main, Sewer Main, Concrete, Hardscape, Lighting, Landscape, Irrigation, and Roadway Construction.

(For Official Use Only)

- Attempt 1 Time: _____ Date: _____ Message Left Verified
- Attempt 2 Time: _____ Date: _____ Message Left Verified
- Attempt 3 Time: _____ Date: _____ Message Left Verified
- Attempt 4 Time: _____ Date: _____ Message Left Verified

SECTION G. FORMS & AFFIDAVITS

TRENCH SAFETY ACT

Contract No. 2019-06

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

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

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

The Bidder further identifies the costs and methods summarized below:

Description	Unit	Quantity	Unit Price	Extended Price	Method
_____	_____	_____	\$ _____	\$ _____	_____
_____	_____	_____	\$ _____	\$ _____	_____
_____	_____	<i>N/A</i>	\$ _____	\$ _____	_____
_____	_____	_____	\$ _____	\$ _____	_____
_____	_____	_____	\$ _____	\$ _____	_____

Total \$ _____

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: JOSE REGA / PRESIDENT

Sworn and subscribed before this
14th day of March, 2019

Notary Public, State of Florida

(Printed Name)



ELINA REYES
Commission # GG 130005
Expires November 29, 2021
Bonded Thru Budget Notary Services

My commission expires: _____

NON-COLLUSIVE AFFIDAVIT

State of } FLORIDA
} SS:
County of } MIAMI DADE

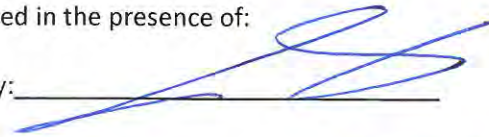
_being first duly sworn, deposes and says that:

- a) He/she is the, (Owner, Partner, Officer, Representative or Agent) of FLORIDA ENGINEERING & DEV., the Bidder that has submitted the attached Proposal;
- b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- c) Such Proposal is genuine and is not collusive or a sham Proposal;
- d) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Bidder, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

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

Signed, sealed and delivered in the presence of:

Witness 
 Witness 

By: 

JOSE VEGA

(Printed Name)

PRESIDENT

(Title)

NON-COLLUSIVE AFFIDAVIT (CONTINUED)

ACKNOWLEDGMENT

State of) FLORIDA
) SS:
County of) MIAMI DADE

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

WITNESS, my hand and official seal this day of , 20__.

My Commission Expires:



ELINA REYES
Commission # GG 130005
Expires November 29, 2021
Banned Thru Budget Notary Services

Notary Public State of Florida at Large

BIDDER'S RELATIONSHIPS WITH THE TOWN AFFIDAVIT

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

Bidder shall disclose to the Town:

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


N/A

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

- b) Any family relationships with any employee or elected representative of the Town.

N/A

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



 Authorized Signature
JOE BETTA - PRESIDENT

3/14/19

 Date

SWORN STATEMENT ON PUBLIC ENTITY CRIMES

SECTION 287.133(3)(a), FLORIDA STATUTES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Town of Miami Lakes

by JOSE VEGA - PRESIDENT
[print individual's name and title]

for FLORIDA ENGINEERING AND DEVELOPMENT
[print name of entity submitting sworn statement]

whose business address is

12076 NW 98 Avenue
HOUSTON GARDENS, FL, 33018

and (if applicable) its Federal Employer Identification Number (FEIN) is 83-0345690

(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

JOSE VERA/PRESIDENT

Sworn to and subscribed before me this

14th day of March, 2019

Personally known

OR produced identification _____

Notary Public – State of

Florida

My commission expires _____



(Printed, typed or stamped commissioned name notary public)

CONFLICT OF INTEREST AFFIDAVIT

State of } FLORIDA
} SS:
County of } MIAMI DADE


JOSE VERA being first duly sworn, deposes and says that he/she is the (Owner, Partner, Officer, Representative or Agent) of FLORIDA ENGINEERING, 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: 
JOSE VERA
(Printed Name)
PRESIDENT
(Title)

Form COI

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

WITNESS, my hand and official seal this day of 14th, 2019

My Commission Expires:

Notary Public State of Florida at Large



ELINA REYES
Commission # GG 130005
Expires November 29, 2021
Bonded Thru Budget Notary Services

Form COI

COMPLIANCE WITH PUBLIC RECORDS LAW AFFIDAVIT

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

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their submittal/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the Town in a separate envelope marked "EXEMPT FROM PUBLIC RECORDS LAW". Failure to identify protected material via a separately marked envelopment will cause the Town to release this information in accordance with the Public Records Law despite any markings on individual pages of your submittal/proposal.

- (a) CONTRACTOR acknowledges TOWN'S obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that TOWN is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.
- (b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
1. Keep and maintain public records that ordinarily and necessarily would be required by TOWN in order to perform the services required under this Agreement;
 2. Provide the public with access to public records on the same terms and conditions that TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
 4. Meet all requirements for retaining public records and transfer, at no cost to the TOWN, all public records in possession of CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to TOWN in a format that is compatible with the information technology system of TOWN.
- (c) Failure to comply with this Section shall be deemed a material breach of this Contract for which TOWN may terminate this Agreement immediately upon written notice to CONTRACTOR.

By submitting a response to this solicitation, the company agrees to defend the Town in the event we are forced to litigate the public records status of the company's documents.

Company Name: FLORIDA ENGINEERING & DEVELOPMENT

Authorized representative (print): JOSE VEGA / PRESIDENT

Authorized representative (signature):  Date: 3/14/19

LEASED EMPLOYEE AFFIDAVIT

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of workers who are not employees of the company are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the Town in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the Town with a certificate of insurance from the leasing company providing proof of workers' compensation coverage prior to these workers entering any Town Work site.

I further agree to notify the Town if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____
Workers' Compensation Carrier: N/A
A.M. Best Rating of Carrier: _____
Inception Date of Leasing Arrangement: _____

I further agree to notify the Town in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the Town that documents the change of carrier.

Name of Contractor: FOUNDA ENGINEERING & DEVELOPMENT
Signature of Owner/Officer: [Signature]
Title: Date: 3/14/19

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.

FUQUA ENGINEERING & CON. INC.
Company Name:

3/14/19
Date

[Signature]
Authorized Signature:

JOSE VERBA - PRESIDENT
Printed Name and Title

FDOT FORMS

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LAP CERTIFICATION OF CURRENT CAPACITY

CONFIDENTIAL

For bids to be received on March 14th / 2019
(Letting Date)

Fill in your FDOT Vendor Number VF <u>83 03456900002</u> (Only applicable to FDOT pre-qualified contractors)
--

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on the "Status of Contracts on Hand" report (page 2) \$ 8,759,197.2

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25th day of the month, the certificate and report reflect the uncompleted work as of the 15th day of the month, last preceding the month of the letting.
2. If the letting is after the 25th day of the month, the certificate and report reflects the uncompleted work in progress as of the 15th day of the month of the letting.
3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

Sworn to and subscribed this 14th day
of March, 20 19

FLORIDA ENGINEERING AND DEVELOPMENT
NAME OF FIRM
By: [Signature]
JOSE VERA - PRESIDENT
Title



ELINAREYES
Commission # GG 130005
Expires November 29, 2021
Bonded Thru Budget Notary Services

STATUS OF CONTRACTS ON HAND

(Furnish complete information about all your contracts, whether prime or subcontracts; whether in progress or awarded, but not yet begun; and regardless of whom contracted with.)

1 PROJECTS OWNER, LOCATION AND DESCRIPTION	2 CONTRACT (OR SUBCONTRACT) AMOUNT	3 AMOUNT SUBLET TO OTHERS	4 BALANCE OF CONTRACT AMOUNT	5 UNCOMPLETED AMOUNT TO BE DONE BY YOU		6
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR	
	<i>see Attached</i>					
				TOTALS	\$0.00	\$0.00
				TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6)		\$0.00

NOTE: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 or 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest \$100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total.

Florida Engineering & Development Corp.
 12075 NW 98th Ave.
 Hialeah Gardens, FL, 33018
 Schedule of Major Projects in Progress as of 12/31/2018
 Date prepared: 2/1/2019

Type of Work	FDOT Projects and Location of Work you are performing		Contract Amount	Amount Sublet to others	Balance of contract Amount		Uncompleted Amount to be done by applicant	
	Other (Non-FDOT) Projects, Owner and Location of Work	AVE Phase 3 Infrastructure/145th Street			Balance of contract Amount	Balance of contract Amount	As Prime Contractor	As Subcontractor
Drainage, Water system, Sewer System	Other (Non-FDOT) Projects, Owner and Location of Work	AVE Phase 3 Infrastructure/145th Street	\$ 5,031,975.00	\$ 2,125,320.00	\$ 567,751.00	\$ 147,751.00	\$ 420,000.00	
Electrical Lighting, Landscaping, Irrigation		Owner AVE, LLC; Location Miami Dade County Florida						
Excavation, Subbase, Lime Rock Base								
Grading, Asphalt, Concrete								
Pavement Markings, Road Signs, Guardrail								
Drainage		AVE Parcel I Site Development	\$ 793,567.00	\$ 152,400.00	\$ 87,749.00	\$ 23,129.00	\$ 64,620.00	
Electrical Lighting, Landscaping, Irrigation		Owner AVE, LLC;						
Excavation, Subbase, Lime Rock Base		Location Miami Dade County Florida						
Grading, Asphalt, Concrete								
Pavement Markings, Road Signs, Guardrail								
Demolition, Excavation, Drainage,		Miami Dade County Roadway Improvements	\$ 4,221,348.00	\$ 1,820,625.00	\$ 1,200,438.00	\$ 751,118.00	\$ 449,320.00	
Subbase, Limerock Base, Grading, Asphalt,		Owner: Miami Dade county						
Concrete sidewalk and Curb, Electrical Lighting		Location: NE 18th Ave. Between 125 St and 138th St						
Signalization, Guardrail, Landscaping,								
Pavement Markings and Road Signs								
Drainage, Water system, Sewer System		Doral Tower 10/Garage 3	\$ 846,507.00	\$ 185,600.00	\$ 154,993.00	\$ 82,433.00	\$ 72,560.00	
Excavation, Subbase, Lime Rock Base		Owner: Codina Group						
Grading, Asphalt, Concrete,								
Road Signs, Guardrail, Pavement Markings								
Water system,		City of Lakeworth--Downtown Water Main Improvements	\$ 1,357,993.00	\$ 402,853.00	\$ 338,414.00	\$ 311,914.00	\$ 26,500.00	
Excavation, Subbase, Lime Rock Base		Owner: City of Lakeworth West Palm Beach Fl.						
Grading, Asphalt, Concrete,								
Road Signs, Guardrail, Pavement Markings								
Demolition, Grading		City of Sunrise--NW 64th Ave. Complete Street	\$ 1,697,222.00	\$ 1,193,000.00	\$ 518,745.00	\$ 96,126.00	\$ 422,119.00	
Excavation, Subbase, Lime Rock Base		Owner: Off Lease Only						
Flexible Paving, Markings		Location: North Lauderdale Fl.						
Sidewalk, Roadway Signs								
Sodding, Landscaping, Electrical		City of Oakland Park--Bid Pak 8 Infrastructure	\$ 5,478,177.00	\$ 1,325,620.00	\$ 3,838,295.00	\$ 2,873,089.00	\$ 965,210.00	
Demolition, Drainage, Water system,		Owner: City of West Park						
Excavation, Subbase, Lime Rock Base		Location: Oakland Park Fl.						
Flexible Paving, Markings, Roadway Signs								
Sodding, Landscaping, Irrigation, Lift Station								
Excavation, Drainage, Grading		Town of SW Ranches--Drainage Improvement	463,897.00	45,000.00	5,000.00	5,000.00		
Sodding, Landscaping		Owner:						
Demolition, Grading, Drainage		City of Cooper City--Drainage Improvement	2,319,653.00	625,000.00	1,493,160.00	923,960.00	569,200.00	
Excavation, Subbase, Lime Rock Base		Owner: City of Sunny Isles Location: Sunny Isles Fl.						
Flexible Paving, Markings, Road Signs								
Sidewalk, Guardrail, Sodding, Irrigation,								
Demolition, New Water Main		City of North Miami--New Water Main	\$ 833,884.00	\$ 220,500.00	\$ 555,148.00	\$ 375,148.00	\$ 180,000.00	
Excavation, Subbase, Lime Rock Base		Owner: City of North Miami						
Flexible Paving, Markings, Roadway signs		Location: North Miami, Florida						
TOTALS			\$ 23,044,223.00	\$ 8,095,918.00	\$ 8,759,197.00	\$ 5,589,668.00	\$ 3,169,529.00	

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:


(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: Contractor:

By: DAVID BAA Date: 3/14/19  Authorized Signature

Title: PRESIDENT

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
 PROCUREMENT
 02/16

Is this form applicable to your firm?

YES NO

If no, then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____ if known: FLORIDA ENGINEERING AND DEVELOPMENT 1076 NW 98 AVENUE MIAMI GARDENS, FL 33018 Congressional District, if known: 4c _____		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, if known: _____
6. Federal Department/Agency: _____ _____	7. Federal Program Name/Description: _____ _____ CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): _____ _____ _____	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____ _____ _____	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: JOSE REGA Title: PRESIDENT Telephone No.: 305-820-8333 Date (mm/dd/yyyy): 3/14/19	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS**
(Compliance with 2 CFR Parts 180 and 1200)

375-030-32
PROCUREMENT
11/15

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: FLORIDA ENGINEERING AND DEVELOPMENT
By: DISE VEGA
Date: 3/14/19
Title: PRESIDENT

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

DBE Utilization

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 9.91% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information. Forms may be downloaded at: www.dot.state.fl.us/proceduraldocuments/.

DBE Reporting

If you are the prime contractor on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

Bid Opportunity List

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both **DBE's and non-DBEs**.

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is:

<https://www3.dot.state.fl.us/EqualOpportunityCompliance/Account.aspx/Login?ReturnUrl=%2fEqualOpportunityCompliance%2f>.

DBE/AA Plans

Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

- Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.
- Print the company's name in the "____" space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's Chief Executive Officer, President or Chairperson in the space next to "by" and print the full first and last name and position title of the official signing the policy.
- Print the DBE Liaison's full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to: **eeoforms@dot.state.fl.us**.

The Department will review the policy, update department records and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.

Local Business Tax Receipt

Miami-Dade County, State of Florida
-THIS IS NOT A BILL - DO NOT PAY

5891131

BUSINESS NAME/LOCATION
FLORIDA ENGINEERING AND DEVELOPMENT
12076 NW 98TH AVE
HIALEAH GARDENS FL 33018

RECEIPT NO
GENERAL
6144968

EXPIRES
SEPTEMBER 30, 2019
Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10



OWNER
FLORIDA ENGINEERING AND

SEC. TYPE OF BUSINESS
196 GENERAL BUILDING CONTRACTOR
CGC045310

Worker(s) 12

PAYMENT RECEIVED
BY TAX COLLECTOR
\$51.00 09/26/2018
CHECK21-18-095409

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector

Local Business Tax Receipt

Miami-Dade County, State of Florida
-THIS IS NOT A BILL - DO NOT PAY

6721402

BUSINESS NAME/LOCATION
FLORIDA ENGINEERING & DEVELOPMENT CORP
12076 NW 98TH AVE
HIALEAH GARDENS FL 33018

RECEIPT NO
RENEWAL
6994751

EXPIRES
SEPTEMBER 30, 2019
Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10



OWNER
FLORIDA ENGINEERING & DEVELOPMENT

SEC. TYPE OF BUSINESS
196 GENERAL ENGINEERING CONTRACTOR
E0900376

Worker(s) 1

PAYMENT RECEIVED
BY TAX COLLECTOR
\$45.00 09/26/2018
CHECK21-18-095535

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector

CITY OF HIALEAH GARDENS

10001 NW 87 Ave – Hialeah Gardens, Florida 33016

BUSINESS TAX RECEIPT

Business Name:

FLORIDA ENGINEERING AND DEVELOPMENT CORP
12076 NW 98 AVENUE
HIALEAH GARDENS, FL 33018
Business Type: CONTRACTOR - OTHER

Date: 10/03/2018

Issued to:

JOSE ANTONIO VEGA
7956 SW 78 STREET
MIAMI, FL 33143

LICENSE NO.: BL18410

TOTAL FEES PAID: \$977.50

Delinquency Fee: A 10 percent delinquent fee will be imposed if not renewed by October 1 and an additional 5 percent fee is charged for each month thereafter with total fee not to exceed 25 percent.

Notes: CONTRACTOR OTHER (CIVIL ENGINEERING); JOSE VEGA CGC1511029/E95601 NO OUTSIDE STORAGE OR JUNK YARD, NO PAINTING OF ANY KIND, NO CHEMICALS OR HAZARDOUS MATERIALS, ALL WORK SHALL BE DONE INSIDE BUILDING. MECHANIC FOR COMPANY VEHICLES ONLY (NOT TO THE PUBLIC)


City License Official

LICENSE YEAR

2018 – 2019

LICENSE MUST BE EXHIBITED CONSPICUOUSLY AT YOUR PLACE OF BUSINESS

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**BID OPPORTUNITY LIST FOR PROFESSIONAL CONSULTANT
SERVICES, AND COMMODITIES & CONTRACTUAL SERVICES**

375-040-62
 PROCUREMENT
 04/07

Prime Contractor/Prime Consultant: FLORIDA ENGINEERING AND DEVELOPMENT

Address/Phone Number: 12076 NW 98 AVE. HIALEAH GARDENS, FL, 33018 / 305-820-8333

Procurement Number/Advertisement Number: 2018-08R

49 CFR Part 26.11 The list is intended to be a listing of all firms that are participating, or attempting to participate, on DOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and supplies materials on DOT-assisted projects, including both DBEs and non-DBEs. For consulting companies this list must include all subconsultants contacting you and expressing an interest in teaming with you on a specific DOT-assisted project. Prime contractors and consultants must provide information for Numbers 1, 2, 3 and 4, and should provide any information they have available on Numbers 5, 6, 7, and 8 for themselves, and their subcontractors and subconsultants.

1. Federal Tax ID Number: <u>83-0345690</u> 2. Firm Name: <u>FLORIDA ENGINEERING & DEVELOPMENT</u> 3. Phone: <u>305-820-8333</u> 4. Address: <u>12076 NW 98 AVENUE</u> <u>HIALEAH GARDENS, FL, 33018</u> _____ _____ 5. Year Firm Established: <u>16</u>	6. <input type="checkbox"/> DBE 7. <input type="checkbox"/> Subcontractor <input type="checkbox"/> Subconsultant	8. Annual Gross Receipts <input type="checkbox"/> Non-DBE <input type="checkbox"/> Le <input type="checkbox"/> Between \$1 - \$5 million <input type="checkbox"/> Between \$5 - \$10 million <input type="checkbox"/> Between \$10 - \$15 million <input checked="" type="checkbox"/> More than \$15 million
---	--	--

1. Federal Tax ID Number: _____ 2. Firm Name: _____ 3. Phone: _____ 4. Address: _____ _____ _____ 5. Year Firm Established: _____	6. <input checked="" type="checkbox"/> DBE <input type="checkbox"/> Non-DBE	8. Annual Gross Receipts <input type="checkbox"/> Less than \$1 million <input type="checkbox"/> Between \$1 - \$5 million <input checked="" type="checkbox"/> Between \$5 - \$10 million <input type="checkbox"/> Between \$10 - \$15 million <input type="checkbox"/> More than \$15 million
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1. Federal Tax ID Number: _____ 2. Firm Name: <u>P & J STRIPING</u> 3. Phone: <u>305-364-5671</u> 4. Address: <u>9800 NW SOUTH RIVER DR.</u> <u>MEDLEY, FL, 33166</u> _____ _____ 5. Year Firm Established: _____	6. <input checked="" type="checkbox"/> DBE <input type="checkbox"/> Non-DBE	8. Annual Gross Receipts <input type="checkbox"/> Less than \$1 million <input checked="" type="checkbox"/> Between \$1 - \$5 million <input type="checkbox"/> Between \$5 - \$10 million <input type="checkbox"/> Between \$10 - \$15 million <input type="checkbox"/> More than \$15 million
--	--	---

1. Federal Tax ID Number: _____ 2. Firm Name: _____ 3. Phone: _____ 4. Address: _____ _____ _____ 5. Year Firm Established: _____	6. <input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE	8. Annual Gross Receipts <input type="checkbox"/> Less than \$1 million <input type="checkbox"/> Between \$1 - \$5 million <input type="checkbox"/> Between \$5 - \$10 million <input type="checkbox"/> Between \$10 - \$15 million <input type="checkbox"/> More than \$15 million
---	---	--

**AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR: BID SHEET (Invitation to Bid – ITB)
 LETTERS OF RESPONSE (LOR)
 PRICE PROPOSAL (Request for Proposal – RFP)
 REPLY (Invitation to Negotiate – ITN)**

CONTRACT EXECUTION & BOND FORMS

CONTRACT EXECUTION FORM

This Contract **2019-06** made this ____ day of _____ in the year **20**__ in the amount of \$_____ by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and _____ hereinafter called the "Contractor".

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

Attest:

TOWN OF MIAMI LAKES

By: _____
Gina Inguanzo, Town Clerk

By: _____
Edward Pidermann, Town Manager

By: _____
Town Attorney

Signed, sealed and witnessed in the presence of:

As to the Contractor:

Print Contractor's Name

By: _____

By: _____

Name: _____

Title: _____

CORPORATE RESOLUTION

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

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

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

_____, is hereby authorized
(type name of officer)

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

DATED this _____ day of _____, 20_____.

Corporate Secretary

(Corporate Seal)

FORM OF PERFORMANCE BOND (PAGE 1 OF 2)

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

WHEREAS, Contractor has by written agreement entered into a Contract, No. **2019-06**, 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 **NW 60th Avenue Bicycle/Pedestrian Improvements Project**, the Contract being made a part of this Bond by reference, at the times and in the manner prescribed in the Contract; and
2. Pays Town all losses, liquidated damages, expenses, costs and attorney's fees including appellate proceedings, that Town sustains as a result of default by Contractor under the Contract; and
3. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract; then THIS BOND IS VOID, OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.
4. Whenever Contractor is, and declared by Town to be, in default under the Contract, and the Town having performed Town obligations hereunder, the Surety must promptly remedy the default, or must promptly:
 - 4.1. Complete the Project in accordance with the terms and conditions of the Contract Documents; or

FORM OF PERFORMANCE BOND (Page 2 of 2)

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

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

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

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

Contractor

WITNESSES:

(Name of Corporation)

Secretary
(CORPORATE SEAL)

By: _____
(Signature)

(Print Name and Title)

IN THE PRESENCE OF:

INSURANCE COMPANY:

By: _____
Agent and Attorney-in-Fact

Address: _____
(Street)

(City/State/Zip Code)

Telephone No.: _____

FORM OF PAYMENT BOND (Page 1 of 2)

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

WHEREAS, Contractor has by written agreement entered into a **Contract No. 2019-06**, for the **NW 60th Avenue Bicycle/Pedestrian Improvements Project**, awarded the _____ day of _____, **20__**, with Town which Contract are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated damages, and other damages identified, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

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

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

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

FORM OF PAYMENT BOND (Page 2 of 2)

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

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

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

Contractor

ATTEST:

(Name of Corporation)

(Secretary)

By:

(Signature)

(Corporate Seal)

(Print Name and Title)

____ day of _____, 20____.

IN THE PRESENCE OF:

INSURANCE COMPANY:

By:

Agent and Attorney-in-Fact

Address: _____.

(Street)

(City/State/Zip Code)

Telephone No.: _____



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Edward Pidermann, Town Manager
Subject: Traffic Signal Controller Cabinet Wrapping
Date: 4/9/2019

Recommendation:

It is recommended that the Town Council authorize the Town Manager to execute the Interlocal Agreement with the Miami-Dade County for the wrapping of traffic signal controller cabinets operated and maintained by Miami-Dade County.

Background:

Utility boxes such as traffic signal controller cabinets have been an opportunity to encourage public art and beautification in cities across the United States. Many of these communities have used wrapping material to enhance the overall aesthetics of these infrastructure elements. As part of our on going beautification efforts, the Town is proposing to initiate a utility box wrapping program funded through private sponsorships. As the Town is not the owner of these utility boxes, the Town will need to obtain permission from the owners of the boxes to be able to proceed with the program.

Traffic signal controller cabinets are presently under the jurisdiction of Miami Dade County. In discussions with the County, they are supportive of the Town's initiative. However, it requires an interlocal with the County for the wrapping process and for maintenance purposes.

The attached interlocal agreement grants authorization to the Town to wrap traffic signal controller boxes at the locations listed on Appendix A. The proposed visuals and locations are attached.

ATTACHMENTS:

Description

Resolution
Agreement

RESOLUTION NO. 19-_____

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

WHEREAS, the Town of Miami Lakes (the “Town”) has requested Miami-Dade County authority to wrap traffic signal controller cabinets at several locations throughout the Town; and

WHEREAS, pursuant to Section 2-95.1 of the Miami-Dade County Code, all traffic control and traffic engineering services in Miami-Dade County are under the exclusive jurisdiction of Miami-Dade County; and

WHEREAS, the ability to wrap traffic signal controller cabinets will enhance aesthetics and is in line with the Town’s strategic plan’s beautification initiatives; and

WHEREAS, the Town Manager desires that the Town Council adopt an Intergovernmental Agency Agreement with Miami-Dade County to allow for the wrapping of traffic signal control cabinets as included herein Exhibit “A”; and

WHEREAS, in the interest of efficiency and expediency, the Town Manager desires authority to execute any future intergovernmental agreements related to the wrapping of traffic signal control cabinets that are substantially similar to the Intergovernmental Agency Agreement; and

WHEREAS, the Town Council agrees that it is in the best interest of the Town to adopt the Intergovernmental Agency Agreement with Miami-Dade County to allow for the wrapping of traffic signal control cabinets and to allow the Town Manager authority to execute any future intergovernmental agreements related to the wrapping of traffic signal control cabinets that are substantially similar to the Intergovernmental Agency Agreement.

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

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

Section 2. Approval of the Intergovernmental Agreement. The Town Council hereby approves the Intergovernmental Agency Agreement to allow for the wrapping of traffic signal control cabinets with Miami-Dade County as contained herein Exhibit “A.”

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 execute and implement the Intergovernmental Agency Agreement to allow for the wrapping of traffic signal control cabinets with Miami-Dade County. The Town Manager and/or his designee are authorized to execute any amendments or additional documents necessary to effectuate and carry out the purpose of the Intergovernmental Agency Agreement.

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

Passed and adopted this _____ day of April, 2019.

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

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

Manny Cid
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

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

EXHIBIT “A”

**INTERGOVERNMENTAL AGENCY AGREEMENT
FOR THE WRAPPING OF TRAFFIC SIGNAL CONTROLLER CABINETS OPERATED AND
MAINTAINED BY MIAMI DADE COUNTY**

THIS INTERGOVERNMENTAL AGENCY AGREEMENT FOR THE WRAPPING OF TRAFFIC SIGNAL ASSETS OPERATED AND MAINTAINED BY MIAMI DADE COUNTY (**AGREEMENT**), made and entered into this ____ day of _____, 2018, by and between the

TOWN OF MIAMI LAKES, FLORIDA, a municipal corporation of the STATE OF FLORIDA (hereinafter referred to as the "**Town**") and **MIAMI-DADE COUNTY**, a political subdivision of the STATE OF FLORIDA (hereinafter referred to as the "**County**").

WITNESSETH

WHEREAS, the Town has requested the County allow the Town to wrap the traffic signal controller cabinets at the locations listed on Appendix A;

WHEREAS, the County is the agency responsible for the operation and maintenance of all traffic control devices within Miami Dade County; and

WHEREAS the County and the Town agree that nothing contained in this agreement shall diminish or impact the rights of either entity with respect to jurisdiction, sovereign or permitting powers, or in any other matter related to the installation, use and maintenance of the traffic signals unless specifically set forth herein, including but not limited to any County powers under Section 2-95.1 of the Miami-Dade County Code; and

NOW THEREFORE, the Town and the County agree as follows:

1. The recitals set forth above are incorporated herein by reference.
2. The Town shall be allowed to wrap the traffic signal controller cabinets "Wrapped Structure" at the locations listed on Appendix "A".
3. The wrapping of any traffic signal controller cabinets owned by the Florida Department of Transportation (FDOT) or within any FDOT intersections or rights-of-way (hereinafter "FDOT Assets") shall first require a written agreement between the Town and FDOT wherein FDOT authorizes the Town to wrap the FDOT Assets. The Town acknowledges that this Agreement shall not be effective as to any such FDOT assets until the Town and FDOT enter into the appropriate agreement. The Town must provide a copy of said agreement to the County.
4. The wrapping of the traffic signal controller cabinets shall be in accordance to FDOT and Miami Dade County Department of Transportation and Public Works (DTPW) approved standards, procedures, and material requirements including, but limited to the requirements within Appendix B.
5. The Town shall be responsible for the aesthetics of all Wrapped Structures. The Town shall be responsible for maintaining the wrapped structures and shall be

responsible for taking all actions necessary to rectify any peeling or deterioration in the wrapping, including but not limited to re-wrapping the traffic signal controller cabinets, and shall also be responsible for removing any graffiti, flyers, stickers, or other markings or items attached or adhered to the wrapped structures.

6. If the Town fails to maintain the aesthetics of the wrapped structure(s), the Town shall be responsible for any and all costs incurred by the County to return same to its pre-wrapped state.
7. The County shall be responsible for responding to traffic impacts including repair and replacement of all components damaged by the traffic impact, unless such traffic impact arose from a defective or damaged traffic signal wherein such defect or damage was caused by from the wrapping of the traffic signal controller cabinet. If the traffic impact arose from the wrapping of the traffic signal controller cabinet as described herein, the Town shall be responsible for repairing and replacing of all components damaged by the traffic impact. If the traffic impact did not arise from the wrapping of the traffic signal control device, the County will replace the damaged cabinet with a standard unwrapped traffic controller cabinet. The County shall not be responsible for the re-wrapping of the replacement cabinet.
8. The Town shall be responsible for any damages to County equipment resulting from wrapping; including but not limited to site preparation, acid washing, cleaning procedures, overspray, etc.
9. The Town, or their authorized contractor, shall apply for and obtain a permit from the County for all work, including but not limited to wrapping and/or re-wrapping to be performed at each traffic signal intersection, and all work is to be carried out by properly licensed and certified personnel. This Agreement does not serve to place the County under any obligation to approve or grant a permit to wrap or re-wrap a cabinet.
10. The Town assumes liability for any damages, including but not limited to accidents and/or injuries which may occur or arise out of the wrapping of the traffic controller cabinet, and hereby indemnifies and holds the County harmless from any and all liability for any damage, injury, or claim that may arise out of or relating to the wrapping of the traffic signal controller cabinet, or the exercise of any rights, obligations or actions under this Agreement, including but not limited to the County's permission for the installation of the same or from the Town's failure to maintain, repair, or replace the wrapped traffic signal controller cabinets. Neither the Town nor the County in any way waives its rights and immunities under Section 768.28, Florida Statutes, and this indemnity shall be subject to the dollar limits set forth in such Statutes. Nothing contained in this indemnity shall serve to indemnify the County against its own negligence.
11. Notwithstanding any other provision contained herein, no third-party beneficiaries are created with respect to any claims against the County by virtue of this Agreement.

12. Nothing contained herein shall be construed to discharge or diminish the responsibilities and duties, including but not limited to all permitting requirements, of any third party which the work described herein.
13. The undersigned further agrees that these conditions shall be deemed a continuing obligation between the Town and the County and shall remain in full force and effect and be binding on the Town, and any permitted successors or assigns.
14. In the event that the Town requests any third party to assume any of the responsibilities hereunder, the Town acknowledges that such assumption shall not relieve the Town from any obligations or responsibilities hereunder. Prior to allowing such assumption, the Town shall require such third party to additionally indemnify the County from any and all liability for any damage, injury, or claim that may arise by virtue of the installation of the Improvements, or for the failure to maintain the Improvements, and additionally, the County shall be named as an additional insured on any insurance provided by such third party to the Town. No transfer, conveyance, or assumption, in whole or in part, of any right, obligation, or responsibility hereunder shall be allowed absent written approval by the County Mayor or Mayor's designee. Additionally, such transfer must include the recordation of a Covenant, at no cost to the County, which shall not be amended, modified, or released without written approval by the County Mayor or Mayor's designee.
15. Nothing in this Agreement, express or implied, is intended to: (a) confer upon any entity or person other than the parties and any permitted successors or assigns, any rights or remedies under or by reason of the Agreement as a third party beneficiary or otherwise except as specifically provided in this Agreement; or (b) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement. Additionally, nothing herein shall be deemed to constitute a waiver of any rights under Florida Statute Section 768.28, or as a waiver of the County's sovereign rights, including but not limited to the issuance of permits.
16. The language agreed to herein expresses the mutual intent and agreement of the County and the Town and shall not, as a matter of judicial construction, be construed more severely against one of the parties from the other.
17. The County retains all of its sovereign prerogatives and rights as a county under Florida laws and shall in no way be estopped from withholding or refusing to issue any approval or permit as provided for under Florida law, including but not limited to the Miami-Dade County Code and Public Works Manual.
18. Any obligations hereunder for payment or indemnification in favor of the County shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto set their hands and official seals the day and year first above written.

ATTEST:

HARVEY RUVIN
CLERK OF THE BOARD

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

BY: _____
County Deputy Clerk

BY: _____
County Mayor or County Mayor's Designee

Approved by as to form and legal sufficiency:

Assistant County Attorney

ATTEST:

Town of Miami-Lakes, a municipal
Corporation of the State of Florida

BY: _____
Town Clerk

BY: _____
Town Manager

Approved by as to form and legal sufficiency:

Deputy Town Attorney

APPENDIX A

Locations

APPENDIX B

Miami-Dade County

Department of Transportation and Public Works

Traffic Signals and Signs Division (TSS)

Requirements for the Wrapping of Traffic Signal Controller Cabinets

1. A Permit for the modification of the Traffic Signal Controller Cabinet must be obtained. Permit submittal shall provide the material and renderings of all sides of the artwork to be applied to the cabinet.
2. Prior notification and approval from the Local Maintaining Agency (DTPW-TSS) prior to commencement of work on traffic signal cabinet and a notification upon completion.
3. Painting of cabinets is not allowed. Artwork must be produced on a durable 3M brand vinyl that is coated with an anti-graffiti laminate.
4. Artwork may not display any messages with text, or contain any words or alpha-numeric characters; or anything that may be mistaken for a traffic control device.
5. Artwork must not operate as a sign, pursuant to Miami-Dade County Code Sections 2-103.14 and 2-103.15, and must not contain any nude images, religious symbols, advertisements, political messages, images of a living or deceased person, resemble graffiti or include a copyrighted or trademarked image.
6. The Vendor, Artwork, or wrapping shall not interfere with the traffic control equipment located inside the cabinet and all vents, access panels, electrical connections, antennas, and key holes shall remain clear with no blockage.
7. The Vendor will not have access to the inside of the cabinet or be able to work on the cabinet while the cabinet doors are open. If there is a Local Maintaining Agency identification sticker on the traffic control cabinet, the Vendor must not remove and Artwork must not cover the sticker. If the cabinet does not contain a Local Maintaining Agency identification sticker, the Local Maintaining Agency maintains the right to place a sticker on the cabinets even if Artwork has already been installed on the cabinet.
8. If the cabinet is damaged, the Local Maintaining Agency has the right to replace the cabinet even if Artwork has already been installed on the cabinet. The Local Maintaining Agency, the Florida Department of Transportation, or either one of their respective contractors may also conduct emergency or routine repairs or maintenance of components inside the traffic control cabinets and are not responsible for replacing Artwork or for any damages to Artwork as a result of such emergency or routine repairs or maintenance of the traffic control cabinets.

*These requirements shall not be limited to traffic signal controller cabinets and shall apply to all traffic equipment cabinets that may be proposed to be wrapped.



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Honorable Councilmember Josh Dieguez
Subject: Bulky Waste Pick Up
Date: 4/9/2019

Recommendation:

I propose directing the Town Administration to develop and implement a plan for bulky waste pick up during one week each month. This idea was inspired by a resident and aligns with one of the purposes of incorporation to provide enhanced service to our community. This item also satisfies numbers 2 and 3 of the guiding principles of the Town's Strategic Master Plan.

Fiscal Impact: Minimal

Strategic Plan: Guiding Principles 2 and 3



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Honorable Councilmember Carlos Alvarez
Subject: Additional Councilmember Accessibility
Date: 4/9/2019

Recommendation:

I would like to discuss with the Town Council the possibility of additional accessibility regarding meeting with constituents. Currently, Mayor Cid makes his office available twice a month on the first and third Saturday from 9 a.m. – 1 p.m. to meet with constituents that are not available during the week.

My proposal is that all Councilmembers serve as an alternate to Mayor Cid one of the two Saturday's each month. It would require all Councilmembers a commitment to work on Saturday's and be accessible to meet with residents and address any concerns and/or provide commendations. The Council can discuss and schedule the months that will work around their schedules.

Fiscal Impact: Minimal

Strategic Plan: Guiding Principles 2, 3, and 4



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Honorable Vice Mayor Nelson Rodriguez
Subject: Blasting Advisory Board
Date: 4/9/2019

Recommendation:

As you know, the Blasting Advisory Board sunsetted last month. I am recommending that the Council create a permanent Blasting Advisory Committee.

The Committee shall have the same guidelines as the previous board and continue sharing important information with the Town Council and residents. They should meet with other surrounding communities to collaborate and share blasting information.

Fiscal Impact: FY 18-19 - minimal/ FY 19-20- TBD

Strategic Plan: Guiding Principles 1, 2, 12, 13, and 14
Objectives: 5.3



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Honorable Councilmember Marilyn Ruano
Subject: Reinstating Blasting Advisory Board
Date: 4/9/2019

Recommendation:

The Blasting Advisory Board was created on Sept 18, 2018 with the purpose of reviewing the RESPEC blasting study and providing recommendations to the town council with the goal of seeking constructive ideas and proposing solutions to address the rock mine blasting issues affecting the residents of the Town of Miami Lakes. The Blasting Advisory Board was also tasked with collaborating with similar boards in neighboring municipalities.

Although established in Sept 2018, due to town administrative delays, the Blasting Advisory Board did not officially meet until Jan 28, 2019. The delay hindered their ability to meet the scope of their responsibilities. In only seven weeks Chairman Bennett and the members of this board met weekly in an effort to bring to the Council their recommendations as quickly as possible. They did an excellent job in record time and for that we are very appreciative.

Per resolution, this committee sunset on March 18, 2019 and on that day, they held their final meeting. At this meeting it was discussed that the Blasting Advisory Board should remain in existence and continue to advocate and provide recommendations to the town council. Although the Blasting Advisory Board has delivered its recommendation to the council, we are a long way from bringing any relief to our residents.

I would like to reinstate this committee with the purpose of providing recommendations and advocating for relief from the blasting being conducted at the nearby rock mine. In addition, the committee will also recommend measures that will keep our residents informed of our efforts and progress while collaborating with adjacent communities to bring a united message to our state representatives. This new Blasting Advisory Board will not sunset. It will remain in existence until such time as the council should decide to terminate it by resolution.

Fiscal Impact: FY18-19- minimal/ FY 19-20- TBD

Strategic Plan: Guiding Principles: 1, 2, 12, 13, and 14
Objectives: 5.3



Town of Miami Lakes Memorandum

To: Honorable Vice Mayor and Councilmembers
From: Honorable Mayor Manny Cid
Subject: Tribute to Jack McCall
Date: 4/9/2019

Recommendation:

In honor of Jack McCall's 46 years of service to our community, I would like to motion to rename the road leading into the Optimist Clubhouse (64th Avenue) as Jack McCall Avenue. Additionally, the motion would include permanently naming the 10U baseball field as Jack McCall Field.

Fiscal Impact: Minimal

Strategic Plan: Guiding Principles: 2 and 4
Objectives: 5.2 and 5.3



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Honorable Vice Mayor Nelson Rodriguez
Subject: April is Autism Awareness Month
Date: 4/9/2019

Recommendation:

I would like to take a minute to reflect on the children in our community with Autism.

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



Town of Miami Lakes Memorandum

To: Honorable Vice Mayor and Councilmembers
From: Honorable Mayor Manny Cid
Subject: Vox Populi Rises
Date: 4/9/2019

Recommendation:

“Without freedom of thought, there can be no such thing as wisdom – and no such thing as public liberty without freedom of speech.” – Benjamin Franklin.

As we continue to transform the culture at Town Hall, I would like to make a motion to eliminate the process where the public needs to fill out pink (opposition), green (in favor), and yellow (informational) forms. The public should be able to speak on any subject without identifying their position beforehand. Additionally, staff shall utilize an actual clock that the public can see the time instead of the current buzzer. The clock system is used at the Board of County Commissioners, we will use it for public comments and council discussions. I would like for these changes to start in our May Council meeting.

Fiscal Impact: Minimal

Strategic Plan: Guiding Principles: 2, 3, and 4
Objectives: 5.2 and 5.3



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Honorable Vice Mayor Nelson Rodriguez
Subject: Support of Give a Ball, Spread the Love program
Date: 4/9/2019

Recommendation:

I would like, once again, for the Town Council to support the Give a Ball, Spread the Love program.

This program was an initiative in 2013 led by Miami Lakes resident Carlos Garcia Jr., a sophomore at Belen High School, and now his brother Kevin Garcia has joined as well. The Give a Ball, Spread the Love program collects basketball donations to benefit kids from the Overtown Youth Center. I would like for Town Hall to participate as a drop off location and use our social media resources for donations.

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



Town of Miami Lakes Memorandum

To: Honorable Vice Mayor and Councilmembers
From: Honorable Mayor Manny Cid
Subject: Honoring the “Volunteer”
Date: 4/9/2019

Recommendation:

I want to make a motion to dedicate a wall inside the Council chamber as a tribute to the “Volunteer.” The wall will have the names of every single Miami Laker that has served on our committees from incorporation going forward. The wall will be updated on a yearly basis. If we were to quantify the value that volunteers add to our Town, it would definitely be in the millions.

Fiscal Impact: Minimal

Strategic Plan: Guiding Principles: 2, 3, and 4
Objectives: 5.1, 5.2, and 5.3



Town of Miami Lakes Memorandum

To: Honorable Vice Mayor and Councilmembers
From: Honorable Mayor Manny Cid
Subject: Citizens Government Academy
Date: 4/9/2019

Recommendation:

Verbal report.



Town of Miami Lakes Memorandum

To: Honorable Vice Mayor and Councilmembers
From: Honorable Mayor Manny Cid
Subject: Exporting Good Government – Miami Lakes Brand
Date: 4/9/2019

Recommendation:

Verbal report.



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Edward Pidermann, Town Manager
Subject: Balgowan Traffic Calming Options
Date: 4/9/2019

Recommendation:

As a follow-up to the Balgowan Enforcement Evaluator items from the March Council agenda, Public Works has proposed three (3) options as speed reduction measures on Balgowan Road.

1. Bike lanes only
2. Traffic circle
3. Planted median

Obviously, the final result may be some combination of these solutions. We recommend that these alternative solutions be addressed during the Council Strategic Plan workshop, currently projected to be held in May, 2019.

This report is informational.

ATTACHMENTS:

Description

Balgowan Buffered Bike Lane

Balgowan Planted Median

Balgowan Traffic Circle



OPINION OF PROBABLE COST

Balgowan Road Buffered Bike Lane
MIAMI LAKES - MIAMI-DADE COUNTY

Description:

Balgowan Road runs from Ardoch Rd/NW 145TH ST at the southern limit to Montrose Rd/NW 82nd Ave at the northern limit, beyond this point the road become Oak Lane.

The project runs along Balgowan Road from Ardoch Rd/NW 145TH ST to 250 LF south of the community's guardhouse.

Approximately 1,500 LF in length.

The work under this estimate consists of adding buffered bike lanes to the outside of the travel lanes in each direction. The existing roadway is approximately 34 LF wide.

Pay Item	Description	Unit	Qty	Unit Cost	Cost
SIGNING & PAVEMENT MARKING (S&PM)					
0700 1 11	SINGLE POST SIGN, F&I GM, <12 SF	AS	6.00	\$ 363.57	\$2,181.42
0711 14160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	EA	6.00	\$ 178.59	\$1,071.54
0711 11170	THERMOPLASTIC, STD, WHITE, ARROW	EA	6.00	\$ 100.36	\$602.16
0711 16101	THERMOPLASTIC, STD-OTH, WHITE, SOLID, 6"	GM	1.20	\$ 3,496.17	\$4,195.40
0711 11141	THERMOPLASTIC, STD, WHITE, DOT GUIDE, 6"	GM	0.06	\$ 1,376.49	\$82.59
0711 12201	THERMOPLASTIC, REFURB, YELLOW, SOLID, 6"	GM	0.57	\$ 3,073.08	\$1,739.08

Notes:

- Unit costs per latest FDOT pricing for Area 13

TOTAL S&PM	\$9,872.20
SUB TOTAL	\$9,872.20
SURFACE PREPARATION (2%)	\$197.44
MOBILIZATION (10%)	\$987.22
MOT (10%)	\$987.22
CONTINGENCY (10%)	\$987.22
DESIGN	\$20,000.00
CEI (15%)	\$1,480.83
GRAND TOTAL	\$34,512.13



OPINION OF PROBABLE COST

Balgowan Road Planted Median with Shared Lanes
MIAMI LAKES - MIAMI-DADE COUNTY

Description:

Balgowan Road runs from Ardoch Rd/NW 145TH ST at the southern limit to Montrose Rd/NW 82nd Ave at the norther limit, beyond this point the road become Oak Lane.

The project runs along Balgowan Road from Ardoch Rd/NW 145TH ST to 250 LF south of the community's guardhouse.

Approximately 1,500 LF in length.

The work under this estimate consists of constructing a 12 wide planted median, leaving two 11 foot wide lanes, and adding Shared Lanes markings for bicycle use. The existing roadway is approximately 34 LF wide from EOP to EOP.

Pay Item	Description	Unit	Qty	Unit Cost	Cost
ROADWAY					
0104 18	INLET PROTECTION SYSTEM	EA	7.00	\$ 86.63	\$606.41
0110 1 1	CLEARING & GRUBBING	AC	0.39	\$ 14,147.00	\$5,456.14
0162 1 11	PREPARED SOIL LAYER, FINISH SOIL, 6"	SY	1244.44	\$ 10.73	\$13,352.89
0210 1 8	REWORKING LIMEROCK BASE, 4"	SY	632.89	\$ 2.50	\$1,582.22
0327 70 1	MILLING EXIST ASPH PAVT, 1" AVG DEPTH	SY	3800.00	\$ 3.34	\$12,692.00
0327 70 6	MILLING EXIST ASPH PAVT, 1 1/2" AVG DEPTH	SY	1866.67	\$ 3.50	\$6,533.33
0337 7 80	ASPH CONC FC, TRAFFIC B, FC-9.5, PG 76-22	TN	209.00	\$ 134.61	\$28,133.49
0425 5	MANHOLE, ADJUST	EA	7.00	\$ 542.72	\$3,799.04
0520 1 10	CONCRETE CURB & GUTTER, TYPE F	LF	2848.00	\$ 21.09	\$60,064.32
TOTAL ROADWAY					\$132,219.85
LANDSCAPE					
0570 1 2	PERFORMANCE TURF, SOD	SY	1244.44	\$ 3.83	\$4,766.22
0580 1 1	LANDSCAPE COMPLETE- SMALL PLANTS	LS	1.00	\$ 5,825.00	\$5,825.00
0580 1 2	LANDSCAPE COMPLETE- LARGE PLANTS	LS	1.00	\$ 22,275.00	\$22,275.00
TOTAL LANDSCAPE					\$32,866.22
SIGNING & PAVEMENT MARKING (S&PM)					
0700 1 11	SINGLE POST SIGN, F&I GM, <12 SF	AS	15.00	\$ 363.57	\$5,453.55
0706 3	RETRO-REFLECTIVE/RAISED PAVEMENT MARKERS	EA	250.00	\$ 5.00	\$1,250.00
0710 90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1.00	\$ 11,159.00	\$11,159.00
0711 11160	THERMOPLASTIC, STD, WHITE, MESSAGE	EA	12.00	\$ 125.00	\$1,500.00
0711 11170	THERMOPLASTIC, STD, WHITE, ARROW	EA	2.00	\$ 100.00	\$200.00
0711 15101	THERMOPLASTIC, STD-OP, WHITE, SOLID, 6"	GM	0.57	\$ 3,862.78	\$2,194.76
0711 15201	THERMOPLASTIC, STD-OP, YELLOW, SOLID, 6"	GM	0.57	\$ 3,491.31	\$1,983.70
TOTAL S&PM					\$23,741.01
Notes:					
- Unit costs per latest FDOT pricing for Area 13					
SUB TOTAL					\$188,827.08
SURFACE PREPARATION (2%)					\$3,776.54
MOBILIZATION (10%)					\$18,882.71
MOT (10%)					\$18,882.71
CONTINGENCY (10%)					\$18,882.71
DESIGN					\$35,000.00
CEI (15%)					\$28,324.06
GRAND TOTAL					\$312,575.81



OPINION OF PROBABLE COST

Balgowan Road Buffered Traffic Circle

MIAMI LAKES - MIAMI-DADE COUNTY

Description:

The work for this estimate consists of the construction of one planted traffic circle within the inetersection of Balgowan Rd and Rednock Ln.

Pay Item	Description	Unit	Qty	Unit Cost	Cost
0104 18	INLET PROTECTION SYSTEM	EA	4.000	\$ 86.63	\$346.52
0110 1 1	CLEARING & GRUBBING	LS	1.000	\$ 5,000.00	\$5,000.00
0160 4	TYPE B STABILIZATION	SY	1706.400	\$ 3.00	\$5,119.20
285706	OPTIONAL BASE,BASE GROUP 06	SY	1474.800	\$ 15.05	\$22,195.74
0334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	TN	81.100	\$ 103.13	\$8,363.84
0337 7 80	ASPH CONC FC,TRAFFIC B,FC-9.5,PG 76-22	TN	81.100	\$ 134.61	\$10,916.87
0425 1525	INLETS, DT BOT, TYPE C, PARTIAL	EA	1.000	\$ 3,300.00	\$3,300.00
0425 5 1	MANHOLE, ADJUST, UTILITIES	EA	1.000	\$ 542.72	\$542.72
0425 6	VALVE BOXES, ADJUST	EA	1.000	\$ 405.00	\$405.00
0520 1 10	CONCRETE CURB & GUTTER, TYPE F	LF	1009.000	\$ 21.09	\$21,279.81
0520 2 4	CONCRETE CURB, TYPE D	LF	111.000	\$ 23.37	\$2,594.07
0520 2 8	CONCRETE CURB, TYPE RA	LF	48.000	\$ 30.37	\$1,457.76
0522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4"	SY	68.200	\$ 38.82	\$2,647.52
0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6"	SY	111.300	\$ 49.60	\$5,520.48
0526 1 2	PAVERS, ARCHITECTURAL, SIDEWALK	SY	113.100	\$ 169.97	\$19,223.61
0527 2	DETECTABLE WARNINGS	SF	163.000	\$ 25.94	\$4,228.22
0570 1 2	PERFORMANCE TURF, SOD	SY	579.600	\$ 3.83	\$2,219.87
0580 1 1	LANDSCAPE COMPLETE- SMALL PLANTS	LS	1.000	\$ 6,000.00	\$6,000.00
0700 1 11	SINGLE POST SIGN, F&I GM, <12 SF	AS	20.000	\$ 363.57	\$7,271.40
0700 1 60	SINGLE POST SIGN, REMOVE	AS	3.000	\$ 24.90	\$74.70
0706 3	RETRO-REFLECTIVE/RAISED PAVEMENT MARKERS	EA	225.000	\$ 5.00	\$1,125.00
0710 11290	PAINTED PAVT MARK,STD,YELLOW,ISLAND NOSE	SF	211.000	\$ 2.48	\$523.28
0711 11123	THERMOPLASTIC, STD, WHITE, SOLID, 12"	LF	196.000	\$ 1.65	\$323.40
0711 11125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	LF	230.000	\$ 3.11	\$715.30
0711 11143	THERMO, STD, WHITE, 2-4 DOT EXT,12"	LF	112.000	\$ 2.00	\$224.00
0711 11224	THERMOPLASTIC, STD, YELLOW, SOLID, 18"	LF	22.000	\$ 2.69	\$59.18
0711 16101	THERMOPLASTIC, STD-OTH, WHITE, SOLID, 6"	GM	0.155	\$ 3,493.17	\$541.44
0711 16102	THERMOPLASTIC, STD-OTH, WHITE, SOLID, 8"	GM	0.012	\$ 5,221.57	\$62.66
0711 16201	THERMOPLASTIC, STD-OTH,YELLOW, SOLID, 6"	GM	0.183	\$ 3,491.31	\$638.91

Notes:

- Unit costs per latest FDOT pricing for Area 13

SUB TOTAL	\$132,920.50
SURFACE PREPARATION (2%)	\$2,658.41
MOBILIZATION (10%)	\$13,292.05
MOT (10%)	\$13,292.05
CONTINGENCY (10%)	\$13,292.05
DESIGN	\$20,000.00
CEI (15%)	\$19,938.08
GRAND TOTAL	\$215,393.14



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Edward Pidermann, Town Manager
Subject: Town Manager Monthly Police Activity Report
Date: 4/9/2019

Recommendation:

Please see attached Police Reports for the month of March, 2019.

ATTACHMENTS:

Description

TML - 74Y

TML Monthly Town Council Meeting Crime Report Apr 2019



MIAMI DADE POLICE DEPARTMENT
CAS Compstat Targeted Crimes Year To Date - 74Y
Date Range: Jan 01, 2019 - Apr 1, 2019



095 - TOWN OF MIAMI LAKES

	2018 LYTD	2019 YTD	YTD % Change	Difference
01 Homicide	0	0	/0	0
02 Forcible Sex Offenses	1	0	-100.00%	-1
03 Robbery	3	2	-33.33%	-1
04 Larceny (Over)	35	24	-31.43%	-11
05 Auto Theft	25	11	-56.00%	-14
06 Burglary Commercial	1	2	100.00%	1
07 Burglary Residential	6	7	16.67%	1
08 Aggravated Assault	0	4	/0	4
09 Aggravated Battery	0	1	/0	1
TOTAL:	71	51	-28.17%	-20



Miami Dade Police Department, Town of Miami Lakes



TML Crime Report

March 31, 2019

Section 1 – COMPSTAT CRIMES

<i>Crime</i>	Auto Theft (12 incidents as of 03/31/2019. Date of last incident 03/28/2019)
<i>Statistical Info</i>	24 Incidents PYTD
<i>Trends</i>	<i>Vehicles stolen overnight from commercial plazas and apartment complex parking lots.</i>
<i>Action Taken</i>	<ul style="list-style-type: none"> <i>Officers have been assigned directed patrols. They are directed to remain highly visible at the various commercial plazas, apartment and townhome complexes, and hotels in their respective areas.</i> <i>Current auto theft information as well as BOLOs and Informational flyers are regularly shared with the TML Officers.</i>
<i>Crime</i>	Theft – (24 incidents as of 03/31/2019. Date of last incident 03/28/2019)
<i>Statistical Info</i>	34 Incidents PYTD
<i>Trends</i>	Retail Theft, Unattended Property
<i>Action Taken</i>	<ul style="list-style-type: none"> <i>Officers continue to be assigned Directed Patrols at all shopping plazas in their assigned areas in order to provide greater visibility in an effort to discourage retail theft.</i>

Section 2 – SIGNIFICANT ARRESTS/ INCIDENTS

<i>Day / Date / Time</i>	<i>Tuesday / March 5, 2019 / 10:15 am</i>
<i>Location</i>	<i>7480 Miami Lakes Drive</i>
<i>On Tuesday, March 5, 2019, a TML Officer arrested a subject for Grand Theft Auto. The Officer received an LPR alert of a stolen vehicle, reported by the Fort Lauderdale Police Department, traveling in the TML. As officers canvassed the area, they located the unoccupied vehicle parked in a nearby shopping plaza. A surveillance was established and once the vehicle became occupied, officers stopped and arrested the subject.</i>	
<i>Day / Date / Time</i>	<i>Thursday / March 14, 2019 / 11:15 pm</i>
<i>Location</i>	<i>154 Street NW 79 Avenue</i>
<i>On Thursday, March 14, 2019, at approximately 11:15 pm, a TML Officer received an LPR hit for a stolen vehicle traveling westbound on NW 154 Street from NW 79 Avenue. The Officer responded to the immediate area and located the vehicle parked and unoccupied at the La Quinta Hotel. A surveillance was established and at approximately 1:35 am, two subjects were</i>	



Miami Dade Police Department, Town of Miami Lakes



TML Crime Report

March 31, 2019

<i>observed entering the vehicle. A felony stop was conducted and both subjects were taken into custody without incident. The vehicle was reported stolen on Wednesday, March 6, 2019, from Clay County, Florida. The driver was arrested for Grand Theft Auto and the passenger was arrested for the possession of marijuana.</i>	
<i>Day / Date / Time</i>	<i>Tuesday / March 14, 2019 / 5:00 pm</i>
<i>Location</i>	<i>TML Area 1</i>
<i>On Tuesday, March 14, 2019, the second subject involved in the January 30, 2019, Home Invasion Robbery that occurred in the TML was arrested. He was charged with Home Invasion Robbery, Kidnapping, False Imprisonment, and Falsely Personating an Officer During Commission of a Felony.</i>	
<i>Day / Date / Time</i>	<i>Saturday / March 16, 2019 / 5:00 am</i>
<i>Location</i>	<i>15700 NW 77 Court</i>
<i>On Saturday, March 16, 2019, at approximately 5:00 am, GIU Detectives submitted an electronic arrest affidavit after a subject they were looking for was arrested by Doral Police. On January 30, 2019, the victim's vehicle was burglarized while parked at the Courtyard by Marriott Hotel. Shortly thereafter, the subjects arrived at a business in Hialeah and proceeded to use the victim's stolen credit card. Video surveillance at the business revealed a subject that GIU Detectives identified. On Saturday, March 16, 2019, Doral Police arrested the subject for similar charges. GIU charged the subject with Burglary to Vehicle, Unlawful Possession of a Stolen Credit Card, Fraudulent Use of Personal ID, Grand Theft, and Petit Theft.</i>	
<i>Day / Date / Time</i>	<i>Thursday / March 28, 2019 / 5:00 pm</i>
<i>Location</i>	<i>7952 NW 164 Terrace</i>
<i>On Thursday, March 28, 2019, Miami Gardens Police notified GIU Detectives of a subject in custody for Grand Theft Auto. GIU Detectives interviewed and subsequently arrested the subject for an August 11, 2018 vehicle burglary incident after GIU Detectives identified him as the individual who sold stolen items from the victim's vehicle at a pawnshop in Miami Gardens. The subject was charged with Grand Theft Auto, Burglary to Vehicle, Dealing in Stolen Property and False Verification to a Pawnbroker.</i>	



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Edward Pidermann, Town Manager
Subject: Comprehensive Annual Financial Report (CAFR) FY2018 Presentation
Date: 4/9/2019

Background:

The Comprehensive Annual Financial Report (CAFR) is the combined financial statement of all funds. The Town has nine funds: General Fund, Special Revenue, Electric Utility Tax, Building Department, Debt Service, Disaster, Capital Projects, Impact Fees, Internal Service and Storm Water Utility Fund.

Pursuant to the Florida Statute Chapter 218 and of the rules of the Auditor General, the Town is required to report all financial activities at the end of every fiscal year. The Government Finance Officers Association awarded the Town a Certificate of Achievement for Excellence in Financial Reporting for fiscal years 2012 thru 2017.

To prepare the CAFR, the Town is required to perform an independent audit of all financial activity during the fiscal year by a licensed CPA firm. At the end of the fiscal year 2018, the Town has positive balances in all categories of net position and the audit concluded for the 4th consecutive year, that there were no weaknesses, deficiencies and findings. Based on this audit, the Town of Miami Lakes is in a very healthy and favorable financial position.

The CAFR will be presented to you by a representative of the Town's audit firm, Garcia, Espinosa, Miyares, Rodriguez, Trueba & Co. LLP. The CAFR can be found in the "Finance Section" of the Town's website.

ATTACHMENTS:

Description

2018 CAFR Final



Town of Miami Lakes, Florida

2018

Comprehensive Annual Financial Report
For the Fiscal Year Ended September 30, 2018

TOWN OF MIAMI LAKES, FLORIDA
COMPREHENSIVE ANNUAL FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2018

Prepared by:
THE FINANCE DEPARTMENT

www.miamilakes-fl.gov

TOWN OF MIAMI LAKES, FLORIDA
COMPREHENSIVE ANNUAL FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2018
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TOWN OF MIAMI LAKES, FLORIDA
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INTRODUCTORY SECTION



Town of Miami Lakes
6601 Main Street
Miami Lakes, FL 33014
(305) 364-6100
www.miamilakes-fl.gov

Mayor
Manny Cid

Vice Mayor
Nelson Rodriguez

Councilmembers:

Carlos O. Alvarez

Luis E. Collazo

Josh Dieguez

Jeffrey Rodriguez

Marilyn Ruano

Town Manager
Edward Pidermann

Town Clerk
Gina Inguanzo

March 22, 2019

The Honorable Manny Cid, Mayor
Members of the Town Council
Citizens of the Town of Miami Lakes

Ladies and Gentlemen:

We are pleased to present the Town of Miami Lakes, Florida (the "Town") Comprehensive Annual Financial Report ("CAFR") for the Fiscal Year ended September 30, 2018, pursuant to Florida State Statute and of the Rules of the Auditor General. The financial statements included in the report conform to Generally Accepted Accounting Principles in the United States of America ("GAAP") as prescribed by the Government Accounting Standards Board ("GASB"). The responsibility for both the accuracy of the presented data and the completeness and fairness of the presentation, including all disclosures, rests with the Town.

This report may be accessed via the internet at <http://www.miamilakes-fl.gov/finance/>

The financial statements have been audited by Garcia, Espinosa, Miyares, Rodriguez, Trueba & Co. LLP, a licensed certified public accounting firm. The goal of the independent audit was to provide reasonable assurance that the Town's financial statements for the Fiscal Year ended September 30, 2018 are free of material misstatements. The independent audit involved examining (on a test basis) evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The independent auditor concluded, based upon their audit, that there was a reasonable basis for rendering an unmodified opinion that the Town's financial statements for Fiscal Year ended September 30, 2018, are fairly presented in conformity with the Generally Accepted Accounting Principles (GAAP). The independent auditor's report is presented as the first component of the financial section of this report.

Management's Discussion and Analysis (MD&A) immediately follows the independent auditor's report and provides a narrative introduction, overview, and analysis of the basic financial statements. The MD&A complements this letter of transmittal and should be read in conjunction with it.

PROFILE OF THE GOVERNMENT

Miami Lakes was incorporated on December 5, 2000. It is one of the 35 municipalities in Miami-Dade County, Florida and is conveniently located just 16 miles north of Downtown Miami and only 10 miles from Miami International Airport. The Town encompasses about 6.8 square miles, bound by NW 170th Street and the Palmetto Expressway (SR 826) to the north, NW 138th Street to the south, NW 57th Avenue (Red Road) to the east, and Interstate 75 to the west.

Over the last 40 years, Miami Lakes has progressed from a dream on paper to a reality. This vibrant community is nationally recognized as one of the best examples of unique and innovative town planning. Land use in the Town is predominantly low-density residential. The next most prevalent uses are light industrial and office parks comprising 13% of the Town's area, and lakes and canals making up about 11%. The population of the Town of Miami Lakes has grown to around 31,087 residents and based on the 2010 census, it currently ranks 12th in population size within Miami-Dade County, within the middle of the range for city size. Comparable cities include Aventura on the high end of the population spectrum and Palmetto Bay on the lower end. The Town of Miami Lakes' residential areas are essentially built out with only a handful of large parcels that are undeveloped.

Government Structure and Services Provided

The Town operates under a Council-Manager form of government. The Town Council consists of the Mayor and six at-large members. The Mayor is a voting member of the Council. The members of the Council are limited to two consecutive four-year terms and they are responsible for policymaking and legislative authority, passing ordinances, resolutions, adopting the budget, and appointing committees. The Town Council is responsible for the selection and appointment of the Town Manager and the Town Attorney. The Town Manager is responsible for carrying out the policies and laws of the Town Council, for overseeing the daily operations of the Town, and for appointing and managing all department heads and their subordinates.

The Town of Miami Lakes provides a full range of municipal services including recreation and culture, public safety, public works and administrative services for its residents and businesses. The Town operates through nine departments: Administration, Building, Code Compliance, Parks & Community Services, Finance, Planning, Police, Public Works and Community Outreach. With only around 50 full-time and 20 part-time/seasonal staff members, the Town relies heavily on contractors for the provision of various public services. The Town provides police protection through a contract with Miami-Dade County, wherein police officers are assigned to the Town, and act under the direction of a Police Major, reporting directly to the Town Manager. Fire-Rescue services and solid waste management services are provided by Miami-Dade County directly and assessed separately on property tax bills. Water and sewer service are provided and billed directly to users by the Miami-Dade County Water and Sewer Department.

ECONOMIC CONDITION AND OUTLOOK

The 2018 preliminary taxable property values for the Town of Miami Lakes increased to \$3,213,878,488 or an increase of 7.48% from the prior fiscal year's final taxable value of \$2,990,214,426. The average Town residential taxable value for 2018 is \$205,611 which is 8.28% higher than prior fiscal year at \$189,889. This is an indication that property values continue to increase in recent years.

Based on the latest information from the U.S. Census Bureau, the Town's per capita income has remained strong and is significantly higher than the Miami-Dade Metropolitan Statistical Area ("Miami-Dade MSA") and the State of Florida (the "State"). The U.S. Census Bureau, American Community Survey data, indicated that the Town's per capita income for 2011-2017 periods was \$33,074 while Miami-Dade MSA and the State per capita personal income were \$25,481 and \$28,774, respectively.

The Town has also benefitted from a relatively low unemployment rate. In December 2018, the unemployment rate was 3.6% in the County and 3.0% in the Town.

LONG TERM FINANCIAL PLAN

A significant measure of the Town's financial strength is the level of its fund balances (i.e. the accumulation of revenues exceeding expenditures). Fiscal Year 2018 unassigned general fund balance is approximately \$5.0 million which is a \$700 thousand increase from Fiscal Year 2017. The Fiscal Year 2018 millage rate reflects the Council's commitment to maintain a low tax rate. The continued low rates require the prioritization of resources exclusively to the core municipal government functions of public safety, code compliance, parks, road maintenance, drainage improvements and beautification of the Town's right of ways while maintaining strong internal controls. The Town updated and adopted a 10-year Strategic Plan in Fiscal Year 2017, continuing to work on transparency and communication via "Imagine Miami Lakes 2025" which has a dedicated website by the same name. Please visit www.Imaginemiamilakes2025.com for more information.

The Town Council policy requires a minimum reserve of 15% of the operating expenditures in the General fund. The actual unassigned general fund balance at the end of fiscal year 2018 is \$5.0 million, representing 30% of the adopted general fund operating expenditures for the year, 15% above the established policy. The Town is in compliance with this policy as of September 30, 2018 and is in a solid financial position.

As previously mentioned, the Town is successful in managing operating costs effectively through a limited number of municipal staff administering private service contracts. This leaves the Town with no unions and limited pension liabilities. With relatively low unemployment rates and a stable revenue outlook, the Town is in a favorable position of financial strength. Since its inception, the Town has adopted a five-year capital plan that is fully funded.

FINANCIAL INFORMATION

Accounting Control

Management is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the Town are protected from loss, theft or misuse; and to ensure that adequate accounting data is captured in the Town's financial management system to allow for the preparation of financial statements in conformity with generally accepted accounting principles in the United States of America. The internal control structure is designed to provide reasonable, but not absolute, assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived and (2) the valuation of costs and benefits requires estimates and judgments by management. As a recipient of federal, state and local financial assistance, the Town is also responsible for ensuring that an adequate internal control structure is in place to ensure and document compliance with applicable laws and regulations related to these programs. This internal control structure is subject to periodic evaluation by management. In addition, the Town maintains extensive budgetary controls. The objective of these controls is to ensure compliance with policy and implementation provisions embodied in the annual appropriated budget approved by the Town Council.

The financial management system provides financial controls for the Town. The implementation of MUNIS in 2012 coincided with the rewrite and implementation of the revised Town's Procurement Ordinance. As system implementation continues, the automation of processes will continue to improve, while specific policies and procedures will continue to be developed to support improved processes. Beginning in 2015 we continued making strides by improving financial reporting capabilities. We also made several changes to our internal controls ensuring proper segregation of duties and made sure that our account structure follows State regulations. In 2016 we emphasized in streamlining and automating our procurement and accounts payable electronic process, while in 2017 we focused on user role securities, reporting and prepared plans to implement a transparency module.

In 2018 we purchased a financial transparency module, which will provide access to almost real-time data regarding funds, categories, departments, vendors payments and more. We estimate that the transparency module will go live in fiscal year 2019.

Budgetary Controls

The annual budget serves as the foundation for the Town's financial planning and control. Departmental allocations are based on long range planning efforts, such as the Town's Strategic Plan, Stormwater Master Plan and the Transportation Master Plan. All Town departments are required to submit requests for appropriation to the Town's Administration Department prior to the presentation and setting of the preliminary millage by the Town Council. The Administration Department uses these requests as a starting point to assist the Town Manager in developing a Manager's Proposed Budget. A preliminary millage rate must be adopted no later than July 30th of each year. The Council is required to hold two public budget hearings on the Proposed Budget and to enact an Approved Budget no later than September 30th. The Approved Budget is prepared by fund, department, and line item within departments. The Town Manager may approve transfers of appropriations within a department up to a limit of \$700 per line item per month. Transfers of appropriations in excess of \$700 per month (cumulative), and between departments, require approval of the Town Council. Budget-to-Actual comparisons are provided in this report for the General Fund as part of the Required Supplementary Information. Comparisons for all other funds' budget-to-actual may be found in the Supplementary Information section. Line item budget to actual comparisons may also be found on the Town's web site.

FINANCIAL INFORMATION (continuation)

Proprietary Funds Operations

The Town provides the following proprietary funds:

1. *Stormwater Utility Fund* – This Enterprise Fund is responsible for maintaining the Town’s Stormwater drains and conveyance system, and planning and constructing system expansions.
2. *Internal Service Fund* – This fund accounts for activities that provides goods and/or services to other departments or cost centers. We specifically allocate to the police, building and administration departments.

Cash Management

The Town of Miami Lakes is charged with the security of the Town’s funds and assets with the goal of maximizing return on surplus cash. The Town adopted a formal Investment Policy and acquired financial advisory services in an ongoing effort to maximize investment income through broader investment opportunities, while preserving capital. The Town’s primary investment instruments for Fiscal Year 2018 were money market accounts and certificates of deposits with terms of 6, 12, 18 and 24 months. No investment is made for any commitment longer than a two-year period and during 2018, the Town earned \$ 186,212 in investment income, as compared to \$ 136,601 earned in Fiscal Year 2017. Our investments decisions are made by Town staff after considering the advice from our investment consultant and investment committee which meets triannually.

Risk Management

The Town purchases general liability, automobile, property and casualty insurance, as well as workers’ compensation coverage through its agent. The Town continually reviews risk exposures and determines the most cost-effective method of mitigating those exposures.

MAJOR INITIATIVES

1. The following are significant projects completed during FY 2018:

- LED Streetlight Retrofit Program - \$386,200
- Town Hall Emergency Generator with Enclosure - \$ 353,047
- West Lake Neighborhood Reforestation, Phases 1 and 2 - \$180,541
- Sod Restoration due to Hurricane Irma - \$114,592
- NW 82nd Avenue and Oak Lane Reconfiguration - \$89,588
- Payment to FDOT for Design of Underpasses at NW 146 Street/NW 159 Street - \$515,000

2. Other significant projects underway in FY 2018 include:

• **Lake Sarah/Hilda Drainage and Roadway Improvement**

Total Estimated Project Cost is \$2.2 million. The Lake Sarah/Hilda Project for construction improvements to the drainage infrastructure is located between Miami Lakeway South, Palmetto Expressway, and NW 67th Avenue. It includes Big Cypress Drive, Twin Sable Drive, Bamboo Street, Bamboo Court, Cypress Court, Alamanda Avenue, Silver Oaks Drive, Sea Grape Terrace and White Oak Drive in the southeast residential area of the Town. The Town was awarded two grants in FY 2017: \$300,000 from Florida Department of Environmental Protection (FDEP) and \$125,000 from South Florida Water Management District (SFWMD) to partially cover the cost of the drainage improvements. Project commenced in June 2017 and was completed in the first quarter of FY 2019.

• **Canal Bank Stabilization – Phase 2**

Total Estimated Project Cost is \$3.0 million and divided into 3 phases. The Town received a \$1 million grant through the Florida Legislature (via the Florida Department of Environmental Projection, (FDEP) to fund Phase I of the Canal Stabilization Project which completed the geotechnical and survey of the entire 10,000 linear feet of the canal bank, and constructed 2,840 linear feet of the most unstable portions of the bank, on the residential side of Golden Glades and Peter’s Pike canal along the northern boundary of the Town in FY2017.

Through the FY2018 Legislative Appropriation via FDEP, another \$1 million grant was awarded to the Town for Phase 2 of the Canal Stabilization Project. The boundaries are along the residential, southern bank of NW 170th Street, from the eastern property line of 7831 NW 169th Terrace, continuing west bound to 3,200 linear feet to approximately NW 89rd place. The project will improve canal appearance and performance, reduce sediment accumulation, increase flood protection, prevent erosion and protect private property and minimize the potential safety hazards created by steep canal banks. Phase 2 is expected to be completed in 2019.

• **Miami Lakes Optimist Park Master Plan**

Total Estimated Project Cost is \$4.5 million. The Town Council adopted the Miami Lakes Optimist Park Master Plan in 2003; while many of the proposed improvements have been completed, the Plan includes new sports field lighting (\$1.5 million), rebuilding the tennis and basketball courts (\$500,000), a new concession stand and bathroom facility (\$400,000), field and fencing reconfiguration (\$300,000), a walking trail throughout the park (\$300,000), additional parking spaces (\$230,000), optional airnasium (\$500,000) and a contingency for construction (\$300,000). Design of the Master Plan (\$470,000) is currently underway.

MAJOR INITIATIVES (continuation)

- **Safe Routes to School**

Total Estimated Project Cost is \$1.1 million. The Town was initially awarded a grant from FDOT through the Local Agency Program in 2014 in the amount of \$200,000 with a Town match of \$121,000 for a greenway trail along the east side of Miami Lakeway North/South between Miami Lakes K-8 and Miami Lakes Middle Schools. In FY17 FDOT awarded an additional \$18,073 towards the design and a bat survey which was completed. The design includes a meandering trail for bicyclists and pedestrians with high emphasis crosswalks and bollards to provide additional caution and limit access to motorized vehicles, as well as landscaping. Due to increased construction cost, FDOT awarded another \$502,484 towards construction with a Town match of \$126,461, and \$49,154 for construction engineering inspections. The project is expected to be completed in FY2019.

- **NW 59th Avenue Extension, Public Works Storage Yard and Boat Yard**

Total Estimated Project Cost is \$5.8 million. The project includes the purchase of a 5.86-acre parcel from Miami-Dade Aviation Department to design and construct a bridge and roadway improvement, extending from NW 59th Avenue over the C-8 Canal south to NW 154th Street, thereby providing public access that will facilitate increased economic opportunities, commerce and local jobs. The project will also include a storage yard for Public Works materials and equipment, and a boat storage facility for the nautical public to be operated by the private sector through a revenue sharing agreement with the Town.

In FY2018 the Town was awarded a \$3.6 million competitive grant from FDOT for the construction of the NW 59th Avenue project. Per the award letter, design (\$240,000) and land acquisition (900,000) to commence in FY2019, and construction (\$2,401,500) and construction engineering and inspection (\$72,500) in FY2020. Additionally, the budget allocation includes \$1,200,000 from PTP (80%), for a total FY 2018-19 budget of \$2,340,500.

The Town is in the process of securing approval from the Florida Aviation Administration and South Florida Water Management District to be able to use the property for the above-mentioned intended uses.

3. Other initiatives in the FY 2019 Budget include:

- West Lake Drainage and Roadway Improvement - \$1,980,000
- Royal Oaks Drainage and Roadway Improvement - \$1,002,694
- Complete Streets Implementation at NW 60th Avenue - \$1,197,494
- Senior Center Interior Buildout - \$500,000
- Palmetto and NW 67 Avenue Widening - \$441,747
- Miami Lakeway South Resurface - \$259,659
- Royal Oaks Park Field Lighting Retrofit - \$250,000
- Optimist Clubhouse Storage Facility Renovation - \$230,000
- License Plate Recognition - \$200,000
- Par 3 Park - \$ 150,000
- Windmill Gate Road Improvements - \$125,000
- West Lake Neighborhood Reforestation – Phase 3 of 5 - \$100,000
- Picnic Park West Playground Resurfacing - \$75,000
- Mini Parks Furniture - \$65,000

AWARDS AND ACKNOWLEDGMENTS

The Town received the following awards during FY 2018:

Tree City USA Designation - 12th Consecutive Year

Tree City USA Award is provided by The Arbor Day Foundation, in cooperation with the National Association of State Foresters and the USDA Forest Service, to recognize environmental improvement and encourage higher levels of tree care throughout America. This award is designed not only to recognize achievement, but also to communicate new ideas and help the leaders of all Tree City USAs plan for improving community tree care.

Growth Award 10th Consecutive Year

Tree City USA Growth Award is given to communities that go beyond the four standards of Tree City USA that demonstrate improvement and growth of local tree care.

Excellence in Financial Reporting Recognition 6th Consecutive Year

Awarded the Certificate of Achievement for Excellence in Financial Reporting by the Government Finance Officers Association of the United States for its comprehensive annual financial report for FY 2017.

GRANTS ADMINISTRATION

The Mission of Grants Administration is to pursue, secure and administer federal, state, local, foundation and legislative opportunities to assist in funding the Goals and Objectives of the Town's Strategic Plan.

Grants Administration continues to collaborate with Departments and Offices to increase economic development and enhance the vibrancy and sustainability of the Town of Miami Lakes. In addition, Grants works in partnership with the Finance Department and Project Managers to ensure the Town receives grant reimbursement through reconciliation of expenditures with awards.

In FY2018, cumulative grant awards surpassed \$6.3 million, representing the highest grants earning year in Town of Miami Lakes' history.

Grants Secured during October 1, 2017 – September 30, 2018: \$6.342M

- \$3,614,500 – Florida Department of Transportation (FDOT) County Incentive Grant Program (CIGP) for the NW 59th Avenue Roadway Extension and Redevelopment Project.
- \$1,462,500 – Federal Emergency Management Agency (FEMA) Flood Mitigation Assistance (FMA) Grant Program for the Miami Lakes West Lakes Drainage Improvements Project.
- \$500,000 – State of Florida 2018-2019 General Appropriations Act administered by the Department of Environmental Protection (DEP) Division of Water Restoration Assistance for the Miami Lakes West Lakes Drainage Improvements Phase 3 Project.
- \$500,000 – State of Florida 2018-2019 General Appropriations Act administered by the Department of Environmental Protection (DEP) Division of Water Restoration Assistance for the Miami Lakes Royal Oaks Drainage Improvements Project.
- \$225,000 – Office of Energy Florida Department of Agriculture and Consumer Services (FDACS) Florida Small Community Energy Efficient Lighting Grant Program for the Royal Oaks Park Energy Efficient Sports Field Lighting Project.
- \$40,000 – Miami-Dade Transportation Planning Organization (TPO) SMART Moves Grant Program for the Smart Mobility and Future Technology Transportation Study.
- 12 Emergency Satellite Phones (Equipment) – Grants partnered with the Miami-Dade Fire Rescue (MDFR) Office of Emergency Management (OEM) to secure twelve (12) Emergency Satellite Phones to assist the Town in communicating and sharing vital information and resources between the Town Hall EOC and essential field support personnel during the preparedness, response, and recovery phases of hurricane season.

GRANTS ADMINISTRATION (continuation)

Grant Closeouts are required to reconcile financial expenditures associated with awards. Grant Closeouts ensure all applicable administrative actions and proposed work is completed by the grantee at the end of a contract or project term. Failure to submit timely and accurate reports affects reimbursement and impacts future funding for the organization.

Grants Closed ending September 30, 2018:

- The Florida Department of Transportation, Florida Highway Beautification Council for the SR 826/NW 154th Street Landscape and Hardscape Improvements Project in the amount of \$100,000.
- The Miami-Dade Transportation Planning Organization (TPO) Unified Planning Work Grant Program for the Complete Streets Implementation Plan Study in the amount of \$40,000.
- The West Lakes Reforestation Phase I Project in the amount of \$15,000.
- The West Lakes Reforestation Phase II Project in the amount of \$16,107.

The preparation of this report would not have been possible without the efficient and dedicated services of the entire Finance Department, and the Town's audit firm, Garcia, Espinosa, Miyares, Rodriguez, Trueba & Co. LLP. We wish to express our appreciation to all members of Town staff who assisted and contributed to the preparation of this report. Finally, we would also like to thank the various operating departments for their efforts and support in planning and conducting the Town's operations in a responsible and progressive manner.

Appreciation is also extended to the Town Council for their unfailing support for maintaining the highest standards of professionalism in the management for the Town of Miami Lakes.

Respectfully submitted,



Edward Pidermann

Town Manager



Government Finance Officers Association

**Certificate of
Achievement
for Excellence
in Financial
Reporting**

Presented to

**Town of Miami Lakes
Florida**

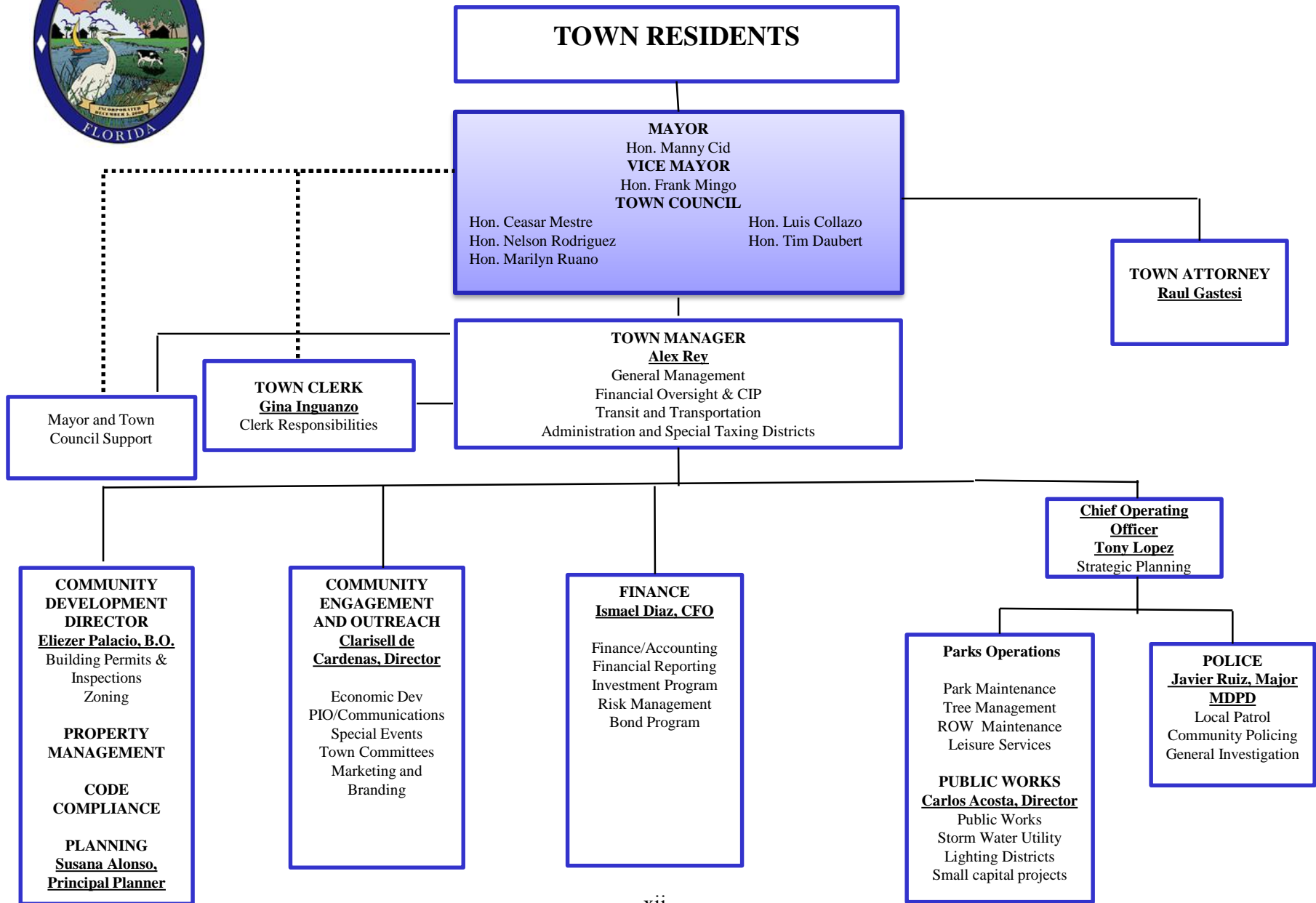
For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended

September 30, 2017

Christopher P. Morill

Executive Director/CEO

**FUNCTIONAL ORGANIZATIONAL CHART
FY 2017-18**



TOWN OF MIAMI LAKES
CURRENT PRINCIPAL OFFICIALS

MAYOR AND TOWN COUNCIL

Manny Cid, Mayor
Nelson Rodriguez, Vice Mayor
Carlos O. Alvarez, Councilmember
Luis Collazo, Councilmember
Josh Dieguez, Councilmember
Jeffery Rodriguez, Councilmember
Marilyn Ruano, Councilmember

APPOINTED OFFICIALS

Edward Pidermann, Town Manager
Gina M. Inguanzo, Town Clerk
Raul Gastesi, Esq., Town Attorney



FINANCIAL SECTION



INDEPENDENT AUDITORS' REPORT



INDEPENDENT AUDITORS' REPORT

To the Honorable Mayor, Town Council and Town Manager
Town of Miami Lakes, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Miami Lakes, Florida (the "Town"), as of and for the year ended September 30, 2018, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Miami Lakes, Florida, as of September 30, 2018, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of a Matter

As discussed in Note 1, the Town implemented Governmental Accounting Standards Board (GASB) Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*. Our opinion is not modified with respect to this matter.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison schedules, other post-employment benefits schedule, and pension schedules on pages 3-10, 49-51, 52, and 53-56, respectively, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary and Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Town's basic financial statements. The introductory section, combining and individual nonmajor fund financial statements and budget and actual schedules, and statistical section, are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining and individual nonmajor fund financial statements and budget and actual schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements and budget and actual schedules are fairly stated in all material respects in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 22, 2019, on our consideration of the Town's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Town's internal control over financial reporting and compliance.



Coral Gables, Florida
March 22, 2019



**MANAGEMENT'S DISCUSSION AND
ANALYSIS**

TOWN OF MIAMI LAKES, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2018

The management of the Town of Miami Lakes offers the readers of our financial statements a narrative overview and analysis of the Town's financial activities for the fiscal year ended September 30, 2018. We encourage our readers to consider the information presented in this discussion and analysis in conjunction with additional information that is provided in the letter of transmittal, the financial statements and the accompanying notes to the financial statements.

Financial Highlights for Fiscal Year 2018

- At the close of the fiscal year the Town's assets exceeded its liabilities by \$46.4 million (net position). Of this amount, \$2.7 million (unrestricted net position) may be used to meet the Town's ongoing obligations to citizens and creditors.
- The Town's total net position increased by approximately \$1.5 million during the current fiscal year.
- Net position of the Town's business-type activities increased by approximately \$820 thousand and approximately increased by \$726 thousand for governmental activities. Capital contributions from governmental activities to business-type activities accounted mainly for the increase in the business-type activities.
- As of the close of the current fiscal year, the Town governmental funds reported combined fund balances of \$12.2 million, a decrease of \$24 thousand in comparison with the prior year mainly due to transfers to the capital fund. Approximately \$5.0 million, or 41%, of the ending fund balances amount is available for spending at the government's discretion (unassigned fund balance).
- At the end of the current fiscal year, the fund balance for the general fund was \$5.3 million or 33.8% of total general fund expenditures. The unassigned fund balance for the general fund was \$5.0 million or 32.3% of total general fund expenditures. Non-spendable fund balance was \$225 thousand (4.3% of general fund ending fund balance). These designations follow the Town's fund balance and financial policies as explained in the notes to the financial statements.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the basic financial statements of the Town of Miami Lakes, and is designed to assist the reader in focusing on significant financial issues, provide an overview of the Town's financial activity, identify changes in the financial position to address subsequent year challenges, identify any material deviations from the approved budget and identify individual fund issues or concerns.

The annual report consists of four parts – *management's discussion and analysis* (this section), the *basic financial statements*, *required supplementary information* and an additional section that presents *combining statements* for non-major governmental funds. The basic financial statements include two kinds of statements that present different views of the Town.

- The first two statements are *government-wide financial statements* that provide both long-term and short-term information about the Town's overall financial status.
- The remaining statements are *fund financial statements* that focus on individual parts of the Town government, reporting the Town's operations in more detail than the government-wide statements. Within the fund financial statements are government and proprietary fund statements.
- The *government funds* statements show how general government services such as public safety was financed in the short term as well as what remains for future spending.
- *Proprietary fund* statements offer short-term and long-term financial information about the activities where the government operates like a business, in this case the Town's Stormwater utility. Internal service funds are used to allocate costs internally among the Town's various functions. The Town uses an Internal Service Fund to account for its facilities maintenance.

TOWN OF MIAMI LAKES, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2018

Overview of the Financial Statements (Continued)

The financial statements also include *notes* that explain some of the information in the financial statements and provide more detailed data. The statements are followed by a section of *required supplementary information* that further explains and supports the information in the financial statements. In addition to these required elements, included is a section with combining statements that provides details about non-major governmental funds, each of which is added together and presented in a single column in the basic financial statements.

Government-Wide Financial Statements

The government-wide financial statements - Statement of net position and statement of activities found on pages 11 and 12 are designed to provide readers with a broad overview of the Town's finances, in a manner like a private sector business.

The statement of net position - Presents information on all of the Town's assets and liabilities, with the difference between the two reported as *net position*. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Town is improving or deteriorating.

The statement of activities - Presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows*. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future periods (e.g., uncollected taxes and earned but unused vacation leave).

Both government-wide financial statements distinguish functions of the Town that are principally supported by taxes and intergovernmental revenues (*governmental activities*) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (*business type activities*). The governmental activities of the Town include general government, public safety, transportation, parks and recreation, and comprehensive planning. The Town's business type activities consist of a Stormwater Utility.

The government-wide financial statements include only the Town itself (known as the *primary government*).

Fund Financial Statements - A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. Each fund is a separate accounting entity. The Town uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The Town categorizes funds as governmental and proprietary.

Governmental Funds - *Governmental funds* are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, the governmental funds financial statements focus on *near-term inflows and outflows of spendable resources* as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

TOWN OF MIAMI LAKES, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2018

Overview of the Financial Statements (Continued)

The Town's funds are presented in separate fund financial statements. These funds are presented in a Governmental Fund Financial Statement and a Proprietary Fund (Business-type) Financial Statement. The Town's major funds are presented in separate columns on the fund financial statements. The funds that do not meet the criteria of a major fund are considered non-major funds and are combined into a single column on the fund financial statements.

At the closing of fiscal year ended September 30, 2018, the following were classified as major funds: the General Fund, the Building Department Fund, the Disaster Fund and the Capital Projects Fund. All other governmental funds are combined into a single column on the governmental funds financial statements. Individual fund data for the non-major funds is found in the combining statements.

The Town adopts an annual appropriated budget for its General Fund as well as its other governmental funds, except the Disaster Fund. Budgetary comparisons have been presented for funds which compare not only actual results to budget (budgetary basis), but also the original adopted budget to final budget. The budget to actual comparison for the General Fund is presented on page 49 of the required supplementary information and other governmental funds are presented beginning on page 50.

The basic governmental fund financial statements can be found on pages 13 through 16 of this report.

Proprietary Funds - *Proprietary funds* are those funds where the Town charges a user fee to recover costs. Proprietary funds provide the same type of information as the government-wide financial statements, but in more detail. The Town maintains two proprietary funds, one considered an "Enterprise Fund" and one an "Internal Service Fund".

Enterprise funds are used to finance and account for the acquisition, operation and maintenance of facilities and services that are intended to be entirely or predominantly self-supporting through the collection of charges from external customers. Enterprise funds are used to report the same functions presented as *business-type activities* in the government-wide financial statements. The Town uses an enterprise fund to account for its Stormwater utility.

Internal Service Fund is defined as a fund that primarily provides either benefits or goods or services to other funds, departments, or agencies of government on a cost-reimbursement basis, with the goal to 'break-even' rather than make a profit.

The basic proprietary fund financial statements can be found on pages 17 through 19 of this report.

Notes to the Basic Financial Statements - The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 20 through 48 of this report.

Other Information - In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information concerning the Town's budgetary comparison schedules.

The combined statements referred to earlier in connection with non-major governmental funds are presented immediately following the required supplementary information. Combining and individual fund statements and other schedules can be found on pages 57 through 62 of this report.

TOWN OF MIAMI LAKES, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2018

Government-Wide Financial Analysis

The Government-wide Financial Statements were designed so that the user can determine if the Town is in a better or worse financial condition from the prior year. The Town's overall assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by \$46.4 million at the close of the most recent fiscal year.

Town of Miami Lakes, Florida
Summary of Net Position

	<u>Governmental Activities</u>		<u>Business-Type Activities</u>		<u>Total Primary Government</u>	
	FY 2018	FY 2017	FY 2018	FY 2017	FY 2018	FY 2017
Current assets	\$14,797,072	\$17,049,872	\$546,277	\$677,952	\$15,343,349	\$17,727,824
Capital assets, net	<u>34,221,980</u>	<u>33,407,458</u>	<u>11,248,248</u>	<u>10,277,866</u>	<u>45,470,228</u>	<u>43,685,324</u>
Total assets	<u>49,019,052</u>	<u>50,457,330</u>	<u>11,794,525</u>	<u>10,955,818</u>	<u>60,813,577</u>	<u>61,413,148</u>
Deferred outflows of resources	1,471,739	1,190,517	59,560	42,219	1,531,299	1,232,736
Current liabilities	2,764,202	5,006,735	244,565	174,629	3,008,767	5,181,364
Noncurrent liabilities	<u>11,881,430</u>	<u>11,562,665</u>	<u>607,785</u>	<u>648,110</u>	<u>12,489,215</u>	<u>12,210,775</u>
Total liabilities	<u>14,645,632</u>	<u>16,569,400</u>	<u>852,350</u>	<u>822,739</u>	<u>15,497,982</u>	<u>17,392,139</u>
Deferred inflows of resources	404,819	307,947	17,263	11,289	422,082	319,236
Net investment in capital assets	25,989,505	25,025,518	10,777,658	9,743,318	36,767,163	34,768,836
Restricted	6,923,570	6,815,901	-	-	6,923,570	6,815,901
Unrestricted	<u>2,527,265</u>	<u>2,929,081</u>	<u>206,814</u>	<u>420,691</u>	<u>2,734,079</u>	<u>3,349,772</u>
Total net position	<u>\$35,440,340</u>	<u>\$34,770,500</u>	<u>\$10,984,472</u>	<u>\$10,164,009</u>	<u>\$46,424,812</u>	<u>\$44,934,509</u>

The net investment in capital assets, \$36.8 million or 79%, is the largest portion of net position. This represents capital assets (land, buildings, improvements, equipment, infrastructure and construction in progress), net of accumulated depreciation, and the outstanding related debt used to acquire the assets. The Town uses these capital assets to provide services to citizens; consequently, these assets are *not* available for future spending. Although the Town's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources because as previously mentioned, capital assets themselves cannot be used to liquidate these liabilities.

An additional portion of the Town's net position, \$6.9 million or 15%, represents resources that are subject to restrictions on how they may be used. The remaining balance of unrestricted net position, \$2.7 million or 6%, may be used to meet the government's on-going obligations to citizens and creditors. At the end of the current year, the Town had positive balances in all three categories of net position, both for the government, as well as for its separate governmental and business-type activities. The same held true for the prior fiscal year.

There was a decrease in *unrestricted net position* for the governmental activities of \$402 thousand (13.7%) as well as a decrease in the business-type activities of \$214 thousand (50.8%), due to planned transfers from the General Fund and the Stormwater Fund to the Capital Projects Fund to continue the capital pay-as-you-go projects. Also, the increase in restricted net position of \$108 thousand is attributed mostly to the building department restricted fund balance (\$2.5 million), and additions to transit and transportation restrictions for projected capital infrastructure projects.

TOWN OF MIAMI LAKES, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2018

Government-Wide Financial Analysis (Continued)

The following schedule compares revenues and expenses for the Town's operations for Fiscal Year 2018 and Fiscal Year 2017.

Town of Miami Lakes, Florida
Summary of Changes in Net Position

	<u>Governmental Activities</u>		<u>Business-Type Activities</u>		<u>Total Primary Government</u>	
	FY 2018	FY 2017	FY 2018	FY 2017	FY 2018	FY 2017
Program revenues:						
Charges for services	\$ 4,648,787	\$ 5,079,458	\$ 1,043,899	\$ 1,034,314	\$ 5,692,686	\$ 6,113,772
Operating grants/contributions	2,955,170	2,816,820	-	-	2,955,170	2,816,820
Capital grants/contributions	-	50,348	1,286,662	1,052,142	1,286,662	1,102,490
General revenues:						
Property taxes	6,753,219	6,267,177	-	-	6,753,219	6,267,177
Utility taxes	4,642,468	4,573,543	-	-	4,642,468	4,573,543
Franchise taxes	1,272,507	925,699	-	-	1,272,507	925,699
Intergovernmental	5,217,764	5,040,057	-	-	5,217,764	5,040,057
Investment income and miscellaneous	<u>567,933</u>	<u>903,121</u>	<u>9,536</u>	<u>47,104</u>	<u>577,259</u>	<u>950,225</u>
Total revenues	<u>26,057,908</u>	<u>25,656,223</u>	<u>2,340,097</u>	<u>2,133,560</u>	<u>28,398,005</u>	<u>27,789,783</u>
Expenses:						
General government	5,439,496	5,918,945	-	-	5,439,496	5,918,945
Public safety	10,202,073	9,640,653	-	-	10,202,073	9,640,653
Parks and recreation	6,405,543	4,772,220	-	-	6,405,543	4,772,220
Transportation	2,883,959	2,624,862	-	-	2,883,959	2,624,862
Stormwater	-	-	1,369,005	937,656	1,369,005	937,656
Interest expense	<u>551,077</u>	<u>596,942</u>	<u>-</u>	<u>-</u>	<u>551,077</u>	<u>596,942</u>
Total expenses	<u>25,482,148</u>	<u>23,553,622</u>	<u>1,369,005</u>	<u>937,656</u>	<u>26,851,153</u>	<u>24,491,278</u>
Excess (deficiency) before transfers	575,760	2,102,601	971,092	1,195,904	1,546,852	3,298,505
Transfers and contributions	<u>150,629</u>	<u>468,967</u>	<u>(150,629)</u>	<u>(468,967)</u>	<u>-</u>	<u>-</u>
Change in net position	726,389	2,571,568	820,463	726,937	1,546,852	3,298,505
Net position beginning of year	34,770,500	32,198,932	10,164,009	9,437,072	44,934,509	41,636,004
Cumulative effect of prior period adjustments	<u>(56,549)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(56,549)</u>	<u>-</u>
Net position as restated	<u>34,713,951</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>44,877,960</u>	<u>-</u>
Net position end of year	<u>\$35,440,340</u>	<u>\$34,770,500</u>	<u>\$10,984,472</u>	<u>\$10,164,009</u>	<u>\$46,424,812</u>	<u>\$44,934,509</u>

Governmental activities: The Town's Governmental revenues increased by \$402 thousand from \$25.7 million to \$26.1 million. Approximately 25.9% of the Governmental Activities' revenues come from property taxes, 22.7% from other taxes, 20.0% from intergovernmental revenue, 17.8% from charges for services, and the remainder from remainder from fines, investments, grants and contributions. Governmental expenses increased \$1.9 million or 8.3% over last year, attributable mostly to an increase in public safety and parks and recreation. The Town uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

TOWN OF MIAMI LAKES, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2018

Government-Wide Financial Analysis (Continued)

Revenues:

- Charges for various services provided by the Town decreased by approximately \$431 thousand, mostly attributed to a reduction in construction permitting activities.
- Grants and contributions increased by \$138 thousand.
- Electric franchise fees increased by \$347 thousand.
- Utility service tax increased by \$69 thousand.
- Intergovernmental revenues increased by \$178 thousand.
- Investment income increased by \$43 thousand, attributed to better investment returns and more sound investments.

Expenses:

- The Town's administrative costs decreased by \$480 thousand (8.1%) due to streamlining of operations and a decrease in legal expenses.
- Public safety expenses as compared to the prior year increased by \$561 thousand (5.8%) due to increased building department operations and additional police expenses.
- Parks and recreation increased by approximately \$1.6 million (34.2%) due to Hurricane Irma related costs.
- Transportation increased by \$259 thousand (9.9%) due to costs related to traffic studies and depreciation expense.
- Stormwater increased by \$431 thousand (46%) due to increases in stormwater operating expenses.

Business-type activities: The Town has a Stormwater Utility business-type activity. Business-type activities, exclusive of transfers and capital contributions, decreased the Town's total net position by \$315 thousand. In addition, the total \$820 thousand increase in net position was the result of capital contributions made by the Capital Project Fund for drainage projects.

Financial Analysis of the Town's Funds

The Town uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds - The focus of the Town's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the Town's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

The General Fund is the chief operating fund of the Town and is used to account for most of its governmental activities. The General Fund's total fund balance at September 30, 2018 was \$5.3 million. Of this amount, \$5.0 million (96%) was unassigned. Non-spendable fund balance for prepayments was \$225 thousand (4.3%). The unassigned fund balance represents 32.3% of total general fund expenditures, while total fund balance represents 33.8% of that same amount. The General Fund's total fund balance increased by \$705 thousand (15.4%) from the previous year.

At the end of the current fiscal year, the Town's governmental funds reported a combined fund balance of \$12.2 million, a decrease of \$24 thousand in comparison with the prior year. Approximately 41% (\$5 million) of the total fund balance of \$12.2 million constitutes unassigned fund balance, which is available for spending at the Town's discretion.

As of September 30, 2018, the Capital Projects Fund had a total fund balance of \$1.37 million, with no remaining funds to be classified as unassigned. The \$1.73 million decrease in fund balance was used to complete capital projects.

TOWN OF MIAMI LAKES, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2018

Financial Analysis of the Town's Funds (Continued)

Proprietary funds - The Town of Miami Lakes' proprietary funds provide the same type of information found in the government-wide financial statements, but in greater detail.

Net position of the Stormwater Utility as of September 30, 2018, amounted to \$11 million. Of this amount, \$10.8 million is invested in capital assets and \$207 thousand is unrestricted. Net position increased by \$820 thousand from the prior year, due to capital contributions from the Capital Projects Fund related to the transfer of completed drainage projects. Net investment in capital assets increased by \$1 million because of capital assets contributed from the Capital Projects Fund.

General Fund Budgetary Highlights

Over the course of the year, the Town amended the General Fund budget various times. Budget amendments typically fall into two categories: (1) Amendments approved for rollovers related to capital improvement projects, tasks and projects in progress, and prior year encumbrances; and (2) supplemental appropriations to recognize and appropriate grant revenues which were received after the adoption of the budget, and to provide appropriations for various other needs which had arisen since the adoption of the budget. At year end, the General Fund expenditures were less than the original adopted budget by \$1.034 million, mostly due to a decrease in administration, parks and recreation, and public works expenditures. The final amended budget to actual resulted in a positive variance in expenditures of \$1.127 million and actual revenues were \$51 thousand greater than the final amended budget. Expenditures were less than budgeted predominantly due to costs associated with litigation being significantly less than expected, costs for police patrol services and repairs and maintenance for public works being less than anticipated, and cost savings realized for health insurance. Revenues were greater than budgeted due to unexpected increases in franchise fees.

Capital Assets and Debt Administration

Capital Assets

As of September 30, 2018 the Town's net investments in capital assets for its governmental and business-type activities amounted to \$36.8 million. This investment in capital assets includes land, construction in progress, infrastructure improvements, park facilities, furniture and equipment. Total net investment in capital assets for governmental activities increased by \$964 thousand and by \$1 million for business-type activities. Some projects contributing to the increase were the following:

- Canal Stabilization PH 1
- Acquisition of Machinery and Equipment
- Lake Sarah Improvements
- Underpass Bridge Plans
- Adaptive Signalization
- West Lakes Reforestation
- Miami Lakes Optimist Park Plans
- Mini Parks

Town of Miami Lakes, Florida
Capital Assets (Net of Depreciation)

	Governmental Activities		Business-Type Activities		Total Primary Government	
	FY 2018	FY 2017	FY 2018	FY 2017	FY 2018	FY 2017
Land	\$ 6,056,872	\$ 6,056,872	\$ -	\$ -	\$ 6,056,872	\$ 6,056,872
Building	7,167,971	7,463,220	-	-	7,167,971	7,463,220
Construction in Progress	1,156,660	395,607	1,540,251	253,591	2,696,911	649,198
Infrastructure	19,207,546	19,092,109	9,590,224	9,875,491	28,797,770	28,967,600
Furniture and Fixtures	632,931	399,650	117,773	148,784	750,704	548,434
Total Capital Assets, net	<u>\$ 34,221,980</u>	<u>\$ 33,407,458</u>	<u>\$ 11,248,248</u>	<u>\$ 10,277,866</u>	<u>\$ 45,470,228</u>	<u>\$ 43,685,324</u>

TOWN OF MIAMI LAKES, FLORIDA
MANAGEMENT’S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2018

Capital Assets (Continued)

Through the use of MUNIS, a Tyler Technologies product, the Town has an automated process for tracking, inventorying, depreciating and reconciling the capital assets. This has significantly increased internal controls and loss prevention. In fiscal year 2018 the Town is committed to implement the online financial transparency module.

Long-Term Debt

At the end of the current fiscal year, the Town had \$8.5 million in bonds and notes payable. During Fiscal Year 2011, the Town issued \$7.33 million in Town of Miami Lakes, Florida Special Obligation Revenue Bonds, Federally Taxable Series 2010 (Government Center Project) (Build America Bonds – Direct Payment) (the “Series 2010 Bonds”). Moody’s Investor Services and Fitch Ratings have rated these bonds Aa3 and AA, respectively. Also included in long-term debt is the Town’s proportionate share of the FRS net pension liability of approximately \$3.5 million and roadway QNIP debt with the County for \$750 thousand. Additional information on these long-term debts can be found on Note 7 on pages 33 through 35 of this report.

Town of Miami Lakes, Florida		
<u>Outstanding Debt over \$500k (Governmental Only)</u>		
	FY 2018	FY 2017
Special Obligations Bonds	\$ 7,299,312	\$ 7,297,932
Net Pension Liability	3,433,448	3,047,051
QNIP	750,330	901,175
	\$ 11,483,090	\$ 11,246,158

Economic Factors and Next Year’s Budget

- The Town’s unemployment rate for 2018 was 3.3%, down from 3.9% in 2017.
- The Town’s residential property assessed value increased by \$265 thousand.
- The Town’s unassigned fund balance in the General Fund is \$5.0 million, an increase of \$700 thousand from the previous year.
- The property tax millage rate for the 2018 fiscal year remained the same at 2.3353 mills (\$2.3353 per \$1,000 of taxable assessed valuation).

Some of these factors were considered in preparing the Town of Miami Lakes’ budget for the 2019 fiscal year.

Requests for Information

This financial report is designed to provide a general overview of the Town of Miami Lakes’ finances for all those with an interest in the government’s finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to:

Town of Miami Lakes
 Finance Department
 6601 Main Street
 Miami Lakes, Florida 33014



BASIC FINANCIAL STATEMENTS

TOWN OF MIAMI LAKES, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2018

	Governmental Activities	Business-Type Activities	Total
<u>ASSETS</u>			
Cash and cash equivalents	\$ 831,413	\$ 49,896	\$ 881,309
Investments	6,811,034	348,808	7,159,842
Accounts receivable, net	6,061,087	147,573	6,208,660
Internal balances	-	-	-
Prepays	225,260	-	225,260
Restricted assets:			
Cash and cash equivalents	214,034	-	214,034
Investments	654,244	-	654,244
Capital assets:			
Non-depreciable capital assets:			
Land	6,056,872	-	6,056,872
Construction in progress	1,156,660	1,540,251	2,696,911
Total non-depreciable capital assets	7,213,532	1,540,251	8,753,783
Depreciable capital assets:			
Leasehold improvements	90,558	-	90,558
Furniture and equipment	3,476,125	284,455	3,760,580
Building	8,164,993	-	8,164,993
Infrastructure	28,392,009	11,669,147	40,061,156
Less: accumulated depreciation	(13,115,237)	(2,245,605)	(15,360,842)
Net depreciable capital assets	27,008,448	9,707,997	36,716,445
Total capital assets	34,221,980	11,248,248	45,470,228
Total assets	49,019,052	11,794,525	60,813,577
<u>DEFERRED OUTFLOWS OF RESOURCES</u>			
Pension	1,471,739	59,560	1,531,299
Total deferred outflows of resources	1,471,739	59,560	1,531,299
<u>LIABILITIES</u>			
Accounts payable and other current liabilities	2,541,416	237,423	2,778,839
Accrued payroll and benefits	158,765	7,142	165,907
Deposits	64,021	-	64,021
Noncurrent liabilities:			
Due within one year	74,832	66,478	141,310
Due in more than one year	11,806,598	541,307	12,347,905
Total liabilities	14,645,632	852,350	15,497,982
<u>DEFERRED INFLOWS OF RESOURCES</u>			
Pension	404,819	17,263	422,082
Total deferred inflows of resources	404,819	17,263	422,082
<u>NET POSITION</u>			
Net investment in capital assets	25,989,505	10,777,658	36,767,163
Restricted for:			
Debt Service	900,912	-	900,912
Transit - CITT 20	220,146	-	220,146
Transportation - CITT 80	215,282	-	215,282
Transportation - Gas Tax	173,699	-	173,699
Transportation	709,774	-	709,774
Developer Contribution	300,000	-	300,000
Mobility	4,744	-	4,744
Building Department - Operational	1,934,356	-	1,934,356
Building Department - Technology	594,354	-	594,354
Tree Removal	31,305	-	31,305
Impact Fees:			
Public Safety (Police)	166,062	-	166,062
Parks	1,672,936	-	1,672,936
Unrestricted	2,527,265	206,814	2,734,079
Total net position	\$ 35,440,340	\$ 10,984,472	\$ 46,424,812

See notes to basic financial statements

TOWN OF MIAMI LAKES, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2018

	Program Revenues			Net (Expense) Revenue and Changes in Net Position			
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-Type Activities	Total
Functions/Programs							
Primary government:							
Governmental activities:							
General government	\$ 5,439,496	\$ 23,550	\$ 2,955,170	\$ -	\$ (2,460,776)	\$ -	\$ (2,460,776)
Public safety	10,202,073	3,327,193	-	-	(6,874,880)	-	(6,874,880)
Parks and recreation	6,405,543	1,129,490	-	-	(5,276,053)	-	(5,276,053)
Transportation	2,883,959	168,554	-	-	(2,715,405)	-	(2,715,405)
Interest expense	551,077	-	-	-	(551,077)	-	(551,077)
Total governmental activities	<u>25,482,148</u>	<u>4,648,787</u>	<u>2,955,170</u>	<u>-</u>	<u>(17,878,191)</u>	<u>-</u>	<u>(17,878,191)</u>
Business-type activities:							
Stormwater	1,369,005	1,043,899	-	1,286,662	-	961,556	961,556
Total business-type activities	<u>1,369,005</u>	<u>1,043,899</u>	<u>-</u>	<u>1,286,662</u>	<u>-</u>	<u>961,556</u>	<u>961,556</u>
Total primary government	<u>\$ 26,851,153</u>	<u>\$ 5,692,686</u>	<u>\$ 2,955,170</u>	<u>\$ 1,286,662</u>	<u>\$ (17,878,191)</u>	<u>\$ 961,556</u>	<u>\$ (16,916,635)</u>
General revenue:							
Property taxes					6,753,219	-	6,753,219
Utility taxes					3,432,608	-	3,432,608
Communication service tax					1,209,860	-	1,209,860
Franchise taxes					1,272,507	-	1,272,507
Other taxes					724,429	-	724,429
Intergovernmental not restricted to specific programs					4,493,335	-	4,493,335
Investment income					219,534	8,276	227,810
Other income					348,459	1,260	349,719
Transfers					150,629	(150,629)	-
Total general revenues and transfers					<u>18,604,580</u>	<u>(141,093)</u>	<u>18,463,487</u>
Change in net position					726,389	820,463	1,546,852
Net position, beginning as restated (Note 12)					<u>34,713,951</u>	<u>10,164,009</u>	<u>44,877,960</u>
Net position, ending					<u>\$ 35,440,340</u>	<u>\$ 10,984,472</u>	<u>\$ 46,424,812</u>

See notes to basic financial statements

TOWN OF MIAMI LAKES, FLORIDA
BALANCE SHEET - GOVERNMENTAL FUNDS
SEPTEMBER 30, 2018

	Major Funds				Nonmajor Governmental Funds	Total Governmental Funds
	General	Building Department	Disaster	Capital Projects		
<u>ASSETS</u>						
Cash and cash equivalents	\$ 7,106	\$ 341,055	\$ -	\$ 258,523	\$ 214,655	\$ 821,339
Investments	1,097,260	2,384,216	-	1,800,269	1,529,289	6,811,034
Accounts receivable, net	553,867	97,059	4,618,762	29,119	762,280	6,061,087
Due from other funds	4,827,417	-	-	-	30,634	4,858,051
Prepays	225,260	-	-	-	-	225,260
Restricted assets:						
Cash and cash equivalents	-	-	-	-	214,034	214,034
Investments	-	-	-	-	654,244	654,244
Total assets	<u>\$ 6,710,910</u>	<u>\$ 2,822,330</u>	<u>\$ 4,618,762</u>	<u>\$ 2,087,911</u>	<u>\$ 3,405,136</u>	<u>\$ 19,645,049</u>
<u>LIABILITIES</u>						
Accounts payable and other current liabilities	\$ 1,232,824	\$ 251,993	\$ -	\$ 713,737	\$ 143,947	\$ 2,342,501
Accrued payroll and benefits	139,936	41,627	-	-	3,057	184,620
Deposits	64,021	-	-	-	-	64,021
Due to other funds	-	-	4,618,762	-	239,289	4,858,051
Total liabilities	<u>1,436,781</u>	<u>293,620</u>	<u>4,618,762</u>	<u>713,737</u>	<u>386,293</u>	<u>7,449,193</u>
<u>FUND BALANCES</u>						
Nonspendable:						
Prepays	225,260	-	-	-	-	225,260
Restricted:						
Debt service	-	-	-	-	900,912	900,912
Transit - CITT 20	-	-	-	-	220,146	220,146
Transportation - CITT 80	-	-	-	-	215,282	215,282
Transportation - Gas Tax	-	-	-	-	173,699	173,699
Transportation	-	-	-	709,774	-	709,774
Developer contribution	-	-	-	-	300,000	300,000
Mobility	-	-	-	-	4,744	4,744
Stormwater	-	-	-	-	-	-
Building department - Operational	-	1,934,356	-	-	-	1,934,356
Building department - Technology	-	594,354	-	-	-	594,354
Tree removal	-	-	-	-	31,305	31,305
Impact fees:						
Public Safety (Police)	-	-	-	44,531	121,531	166,062
Parks	-	-	-	619,869	1,053,067	1,672,936
Unassigned	5,048,869	-	-	-	(1,843)	5,047,026
Total fund balances	<u>5,274,129</u>	<u>2,528,710</u>	<u>-</u>	<u>1,374,174</u>	<u>3,018,843</u>	<u>12,195,856</u>
Total liabilities and fund balances	<u>\$ 6,710,910</u>	<u>\$ 2,822,330</u>	<u>\$ 4,618,762</u>	<u>\$ 2,087,911</u>	<u>\$ 3,405,136</u>	<u>\$ 19,645,049</u>

See notes to basic financial statements

TOWN OF MIAMI LAKES, FLORIDA
RECONCILIATION OF THE BALANCE SHEET TO THE STATEMENT OF NET POSITION
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2018

Fund balances - total government funds (Page 13) \$ 12,195,856

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and therefore are not reported in the governmental funds.

Governmental capital assets	47,328,132	
Less: accumulated depreciation	<u>(13,114,530)</u>	
		34,213,602

Long-term liabilities, including bonds payable, are not due and payable in the current period and therefore are not reported in the funds.

Governmental bonds payable	(8,049,642)	
Compensated absences	<u>(306,326)</u>	
		(8,355,968)

Debt interest payable that will not be liquidated with current financial resources is not reported in the governmental funds		(182,833)
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OPEB obligations attributable to retiree benefits financed from governmental fund types		(63,789)
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Net pension liabilities are not due and payable in the current period and, therefore, are not reported in the governmental funds	(3,433,448)	
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Deferred outflows of resources related to pensions are not recognized in the governmental funds; however, they are reported in the statement of net position under full accrual accounting	1,471,739	
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Deferred inflows of resources related to pensions are not recognized in the governmental funds; however, they are reported in the statement of net position under full accrual accounting	<u>(404,819)</u>	(2,366,528)
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Internal service funds are used by management to charge the costs of facilities maintenance to individual funds. The assets and liabilities of the internal service funds are included in governmental activities in the statement of net position.		<u>-</u>
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Net position of governmental activities (Page 11) \$ 35,440,340

TOWN OF MIAMI LAKES, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2018

	Major Funds				Nonmajor Governmental Funds	Total Governmental Funds
	General	Building Department	Disaster	Capital Projects		
Revenues:						
Ad valorem taxes	\$ 6,753,219	\$ -	\$ -	\$ -	\$ -	\$ 6,753,219
Utility taxes	3,064,537	-	-	-	368,071	3,432,608
Franchise fees	1,272,507	-	-	-	-	1,272,507
Communication service tax	1,209,860	-	-	-	-	1,209,860
Other taxes	165,394	-	-	155,025	404,010	724,429
Licenses and permits	281,820	2,631,622	-	-	128,946	3,042,388
Intergovernmental	3,205,108	-	2,867,775	87,395	1,288,227	7,448,505
Fines and forfeitures	193,841	-	-	-	-	193,841
Service charges	192,653	-	-	-	-	192,653
Impact fees						
Public safety	-	-	-	-	231,028	231,028
Parks	-	-	-	-	988,877	988,877
Investment income	57,734	56,570	-	42,715	62,515	219,534
Other	151,500	-	9,378	293	187,288	348,459
Total revenues	<u>16,548,173</u>	<u>2,688,192</u>	<u>2,877,153</u>	<u>285,428</u>	<u>3,658,962</u>	<u>26,057,908</u>
Expenditures:						
Current:						
General government						
Town council	507,664	-	-	-	-	507,664
Town administration and finance	2,376,416	-	43,305	-	-	2,419,721
Legal	321,686	-	-	-	-	321,686
Public safety	8,265,697	1,873,185	34,824	-	-	10,173,706
Parks and recreation	2,966,792	-	2,670,536	127,344	-	5,764,672
Transportation / public works	962,574	-	111,538	7,571	1,359,553	2,441,236
Debt service:						
Principal	150,845	-	-	-	-	150,845
Interest	2,578	-	-	-	548,499	551,077
Capital outlay	54,540	72,194	-	3,492,961	-	3,619,695
Total expenditures	<u>15,608,792</u>	<u>1,945,379</u>	<u>2,860,203</u>	<u>3,627,876</u>	<u>1,908,052</u>	<u>25,950,302</u>
Excess (deficiency) of revenues over (under) expenditures	<u>939,381</u>	<u>742,813</u>	<u>16,950</u>	<u>(3,342,448)</u>	<u>1,750,910</u>	<u>107,606</u>
Other financing sources (uses)						
Transfers in	27,890	-	-	1,615,442	16,737	1,660,069
Transfers out	(262,210)	(40,982)	(16,950)	(3,249)	(1,468,202)	(1,791,593)
Total other financing sources (uses)	<u>(234,320)</u>	<u>(40,982)</u>	<u>(16,950)</u>	<u>1,612,193</u>	<u>(1,451,465)</u>	<u>(131,524)</u>
Net change in fund balances	705,061	701,831	-	(1,730,255)	299,445	(23,918)
Fund balances - beginning	<u>4,569,068</u>	<u>1,826,879</u>	<u>-</u>	<u>3,104,429</u>	<u>2,719,398</u>	<u>12,219,774</u>
Fund balances - ending	<u>\$ 5,274,129</u>	<u>\$ 2,528,710</u>	<u>\$ -</u>	<u>\$ 1,374,174</u>	<u>\$ 3,018,843</u>	<u>\$ 12,195,856</u>

See notes to basic financial statements

TOWN OF MIAMI LAKES, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2018

Amounts reported for governmental activities in the statement of activities (on page 12) are different because:

Net change in fund balances - total governmental funds (Page 15)		\$ (23,918)
<p>Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is depreciated over their estimated useful lives.</p>		
Expenditures for capital outlays meeting the capitalization threshold	3,619,695	
Less current year depreciation	<u>(1,517,906)</u>	2,101,789
<p>The net effect of various transactions involving capital assets (i.e., sales, trade-ins, and donations) is to increase (decrease) net position.</p>		
Contribution of capital assets to business-type activities		(1,286,661)
<p>The issuance of long-term debt (e.g., bonds, leases) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position.</p>		
Principal payments	150,845	
Amortization of discount on bonds issued	<u>(1,380)</u>	149,465
<p>Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.</p>		
Change in compensated absences	(11,622)	
Change in OPEB liability	8,367	
Changes in net pension liability and other deferral amounts	<u>(202,047)</u>	(205,302)
<p>The net change of internal service fund is reported with governmental activities on the statement of activities.</p>		
		<u>(8,984)</u>
Change in net position of governmental activities (Page 12)		<u>\$ 726,389</u>

See notes to basic financial statements

TOWN OF MIAMI LAKES, FLORIDA
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
SEPTEMBER 30, 2018

	<u>Business-Type Activity Enterprise Fund</u>	<u>Internal Service Fund</u>
	<u>Stormwater</u>	
<u>ASSETS</u>		
Current assets:		
Cash and cash equivalents	\$ 49,896	\$ 10,074
Investments	348,808	-
Accounts receivable, net	147,573	-
Total current assets	<u>546,277</u>	<u>10,074</u>
Noncurrent assets:		
Construction in progress	1,540,251	-
Furniture and equipment	284,455	-
Infrastructure	11,669,147	9,085
Less: accumulated depreciation	<u>(2,245,605)</u>	<u>(707)</u>
Total noncurrent assets	<u>11,248,248</u>	<u>8,378</u>
Total assets	<u>11,794,525</u>	<u>18,452</u>
<u>DEFERRED OUTFLOWS OF RESOURCES</u>		
Pension	<u>59,560</u>	<u>-</u>
Total deferred outflows of resources	<u>59,560</u>	<u>-</u>
<u>LIABILITIES</u>		
Current liabilities:		
Accounts payable and other current liabilities	237,423	16,082
Accrued payroll and benefits	7,142	2,370
Due to Miami-Dade County - current	14,518	-
Bond payable - current	51,960	-
Total current liabilities	<u>311,043</u>	<u>18,452</u>
Noncurrent liabilities:		
Compensated absences	8,608	-
Net pension liability	128,587	-
Due to Miami-Dade County	101,626	-
Bond payable	302,486	-
Total noncurrent liabilities	<u>541,307</u>	<u>-</u>
Total liabilities	<u>852,350</u>	<u>18,452</u>
<u>DEFERRED INFLOWS OF RESOURCES</u>		
Pension	<u>17,263</u>	<u>-</u>
Total deferred inflows of resources	<u>17,263</u>	<u>-</u>
<u>NET POSITION</u>		
Net investment in capital assets	10,777,658	8,378
Unrestricted	206,814	(8,378)
Total net position	<u>\$ 10,984,472</u>	<u>\$ -</u>

See notes to basic financial statements

TOWN OF MIAMI LAKES, FLORIDA
STATEMENT OF REVENUES, EXPENSES
AND CHANGES IN FUND NET POSITION
PROPRIETARY FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2018

	<u>Business-Type Activity Enterprise Fund</u>	<u>Internal Service Fund</u>
	<u>Stormwater</u>	
Operating revenues:		
Charges for services	\$ 1,043,899	\$ -
Total operating revenues	<u>1,043,899</u>	<u>-</u>
Operating expenses:		
Administrative expenses	478,748	232,667
Contractual services	154,635	-
Repairs and maintenance	398,454	57,864
Depreciation	316,278	606
Total operating expenses	<u>1,348,115</u>	<u>291,137</u>
Operating income (loss)	(304,216)	(291,137)
Nonoperating revenues (expenses):		
Contributions	1,260	-
Investment earnings	8,276	-
Interest expense	(20,890)	-
Total nonoperating revenues (expenses)	<u>(11,354)</u>	<u>-</u>
Income before contributions and transfers	(315,570)	(291,137)
Contributions and transfers:		
Capital contributions	1,286,662	-
Transfers in	-	282,153
Transfers out	(150,629)	-
Net contributions and transfers	<u>1,136,033</u>	<u>282,153</u>
Change in net position	820,463	(8,984)
Net position, beginning	<u>10,164,009</u>	<u>8,984</u>
Net position, ending	<u>\$ 10,984,472</u>	<u>\$ -</u>

See notes to basic financial statements

TOWN OF MIAMI LAKES, FLORIDA
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2018

	Business-Type Activity Enterprise Fund	Internal Service Fund
	Stormwater	
Cash flows from operating activities:		
Cash received from customers, governments and other funds	\$ 1,114,717	\$ -
Cash paid to suppliers	(722,031)	(247,175)
Cash paid to employees	(227,389)	(59,099)
Net cash provided by (used in) operating activities	<u>165,297</u>	<u>(306,274)</u>
Cash flows from noncapital financing activities:		
Noncapital contributions	1,260	-
Transfers in (out)	(150,629)	282,153
Net cash (used in) operating activities	<u>(149,369)</u>	<u>282,153</u>
Cash flows from capital and related financing activities:		
Principal retirement of capital debt	(63,958)	-
Interest paid on capital debt	(20,890)	-
Net cash (used in) capital and related financing activities	<u>(84,848)</u>	<u>-</u>
Cash flows from investing activities:		
Purchase of investments	(348,808)	-
Interest and other income	8,276	-
Net cash provided by investing activities	<u>(340,532)</u>	<u>-</u>
Net increase (decrease) in cash and cash equivalents	(409,452)	(24,121)
Cash and cash equivalents, October 1	459,348	34,195
Cash and cash equivalents, September 30	<u>\$ 49,896</u>	<u>\$ 10,074</u>
Reconciliation of operating income to net cash provided by operating activities:		
Operating income (loss)	\$ (304,216)	\$ (291,137)
Adjustments to reconcile operating income to net cash provided by operating activities:		
Depreciation	316,278	606
Change in assets and liabilities:		
(Increase) decrease in:		
Accounts receivable	86,550	-
Prepays	215	-
Deferred outflows of resources for pension	(17,341)	-
Increase (decrease) in:		
Accounts payable and accrued payroll and benefits	69,938	(15,743)
Due to other funds	(15,734)	-
Compensated absences	(153)	-
Net pension liability	23,786	-
Deferred inflows of resources for pension	5,974	-
Total adjustments	<u>469,513</u>	<u>(15,137)</u>
Net cash provided by (used in) operating activities	<u>\$ 165,297</u>	<u>\$ (306,274)</u>
Noncash investing, capital and related financing activities:		
Contribution of capital assets	<u>\$ 1,286,662</u>	<u>\$ -</u>

See notes to basic financial statements



**NOTES TO BASIC
FINANCIAL STATEMENTS**

TOWN OF MIAMI LAKES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2018

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Organization

The Town of Miami Lakes, Florida (the “Town”) was incorporated in fiscal year 2001 and is a political subdivision of the State of Florida located in northwestern Miami-Dade County. The Town operates under a Mayor-Council-Manager form of government, with the legislative function being vested in a seven-member Council. The Town Council is governed by the Town Charter and by the state and local laws and regulations. The Town Council is responsible for establishment and adoption of policy. The Town provides the following range of municipal services authorized by its charter: public safety, streets, stormwater, health and social services, culture, recreation, bus transportation, planning and zoning, and general administrative services.

The accounting policies of the Town conform to Accounting Principles Generally Accepted in the United States of America (GAAP) as applicable to governments. The Governmental Accounting Standards Board (GASB) is the standard-setting body for governmental accounting and financial reporting.

This summary of significant accounting policies is presented to assist the reader in interpreting the basic financial statements of the Town of Miami Lakes, Florida. The policies are considered essential and should be read in conjunction with the basic financial statements.

B. Financial Reporting Entity

The Town was incorporated in accordance with the Constitution of the State of Florida and the Home Rule Charter of Miami-Dade County on December 5, 2000, to carry on a centralized government. The Town Council is responsible for legislative and fiscal control of the Town. A Town Manager is appointed by the Council and is responsible for administrative and fiscal control of the resources of the Town.

The financial statements were prepared in accordance with GASB Statement No. 14, The Financial Reporting Entity, as amended by GASB Statement No. 39 and 61, which establishes standards for defining and reporting on the financial reporting entity. The definition of the financial reporting entity is based upon the concept that elected officials are accountable to their constituents for their actions. One of the objectives of financial reporting is to provide users of financial statements with a basis for assessing the accountability of the elected officials. The financial reporting entity consist of the primary government, organizations for which the primary government is financially accountable and other organizations for which the nature and significance of their relationship with the primary government are such that exclusion would cause the reporting entity to be misleading or incomplete. The Town is financially accountable for a component unit if it appoints a voting majority of the organization’s governing board and it is able to impose its financial benefits to, or impose specific financial burdens on the Town. Based on the application of these criteria, there were no component units to the Town for fiscal year ended September 30, 2018.

The government-wide financial statements (i.e., the statement of net position and the statement of changes in net position) report information on all activities of the primary government. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support.

C. Government-Wide and Fund Financial Statements

The statement of activities demonstrates the degree to which the direct expenses of a specific function or segments are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

TOWN OF MIAMI LAKES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2018

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

C. Government-Wide and Fund Financial Statements (continued)

Separate financial statements are provided for governmental funds and proprietary funds. Major individual governmental funds are reported as separate columns in the fund financial statements. All remaining governmental funds are aggregated and reported as nonmajor funds. The internal service fund is included in the proprietary fund financial statements.

D. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting similar to the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the Town considers revenues to be available if they are collected within six (6) months of the end of the current fiscal period, except for property taxes, for which the period is 60 days. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes, sales taxes, utility taxes, franchise taxes, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the Town.

Accounting principles generally accepted in the United State of America set forth minimum criteria (percentage of assets plus deferred outflows of resources, liabilities plus deferred outflows of resources, revenue or expenditures/expenses of the applicable fund category and the governmental and enterprise combined) for the determination of major funds. The non-major funds are presented in one column in the respective fund financial statements.

The Town reports the following major governmental funds:

General Fund – This fund is the government’s primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

Building Department Fund – This fund is used to account for and report the receipts of building permits and other fees that are restricted for building permitting and inspection activities. The department performs plan review for all commercial and residential construction, mandatory inspections for all phases of construction to ensure compliance with building safety regulations, collects permit fees and issues permits for residential and commercial construction, and issues certificates of completion and occupancy.

Disaster Fund – This fund is used to account for disaster recovery and debris removal efforts associated with natural disasters and other emergencies. The fund reports funding from other governmental agencies to cover the costs of the related expenditures.

TOWN OF MIAMI LAKES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2018

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

D. Measurement Focus, Basis of Accounting, and Financial Statement Presentation (continued)

Capital Projects Fund – This fund is used to account for the construction of major capital projects, other than those financed by the proprietary funds, the Series 2010 Special Obligation bond fund or the Series 2013 Construction Bond fund.

The Town reports the following major proprietary fund:

Stormwater Utility Fund – This fund used to account for the provision of stormwater maintenance and capital improvements within the Town.

Additionally, the Town reports the following fund types:

Special Revenue Fund – This fund is used to account for and report the receipts of local option fuel tax and county-shared fuel tax that are legally restricted for expenditures related to development, construction equipping, maintenance, operations or expansion of public transportation system, roads and bridges.

Impact Fees Fund – This fund is used to account for the parks and public safety impact fees used to fund the cost of additional capital resources required to maintain and accommodate projected population growth due to new development.

Debt Service Fund – This fund is used to account for the accumulation of resources for and payment of principal, interest and related costs of the Town's special obligation bonds.

Internal Service Fund – This fund is used to account for the Town's facilities maintenance services, all of which are provided to other Town departments.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are charges between the Town's enterprise fund functions and various other functions of the Town. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Amounts reported as program revenues include 1) charges to customers or applicants for goods, services, or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes, whose purpose has not been restricted to a specific program.

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from user fees for providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the stormwater enterprise fund are charges to customers for services to maintain and refurbish the stormwater system. Operating expenses for the enterprise funds include the cost of sales and services, administrative expenses and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the Town's policy to use restricted resources first, then unrestricted resources as they are needed.

TOWN OF MIAMI LAKES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2018

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

D. Measurement Focus, Basis of Accounting, and Financial Statement Presentation (continued)

Accounting and Reporting Changes

The Town implemented GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions* (GASB 75). This statement improves accounting and financial reporting by state and local governments for postemployment benefits other than pensions (OPEB). GASB 75 replaces the requirement of Statements No. 45, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions*, as amended, and No. 57, *OPEB Measurements by Agent Employers and Agent Multiple-Employer Plans*, for OPEB.

E. Deposits and Investments

The Town's cash and cash equivalents are considered to be cash on hand, demand deposits, investments with the State Board of Administration (SBA) investment pools (Securities and Exchange Commission Rule 2A-7 Pool), certificates of deposit, money markets, demand deposits and short term investments with original maturities of three months or less from the date of acquisition.

State Statutes requires all deposits of the Town, including demand deposit accounts, time deposit accounts, and money market accounts to be held in institutions designated by the Treasurer of the State of Florida as "qualified depositories" and accordingly, are covered by a collateral pool as required by that statute.

Investments are reported at fair value, which are based on quoted market prices. Investments owned by the Town are accounted for in the Town's investment pool. Income earned from this pool is allocated to the respective funds based on average monthly balances.

The reported value of the pool is the same as their fair value of the pool shares for participants in Pool A. Investments, including restricted investments, consist of securities of governmental agencies unconditionally guaranteed by the U.S. Government.

F. Receivables and Payables

Receivables include amounts due from other governments and others for services provided by the Town. Receivables are recorded and revenues are recognized as earned or as specific program expenditures/expenses are incurred based on the accounting basis required for that fund.

All trade receivables are shown net of an allowance for uncollectible accounts. An allowance for uncollectible accounts is provided when necessary for all trade receivables outstanding over 60 days.

G. Interfund Receivables and Payables

Activities between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" or "advances to/from other funds". Any residual balances outstanding between the governmental activities and business activities are reported in the government-wide financial statements as "internal balances".

H. Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements. The governmental fund financial statements consider prepaid items to be nonspendable fund balance.

TOWN OF MIAMI LAKES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2018

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

I. Property Taxes

Property taxes are assessed as of January 1 each year and are first billed (levied) and due the following November 1.

Under Florida law, the assessment of all properties and the collection of all county, municipal, school board and special district property taxes are consolidated in the Office of the County Property Appraiser and County Tax Collector. The laws for the State regulating tax assessments are also designed to assure a consistent property valuation method statewide. State statutes permit municipalities to levy property taxes at a rate of up to 10 mills (\$10 per \$1,000 of assessed taxable valuation). The millage rate assessed by the Town for the year ended September 30, 2018 was 2.3353.

The Town's tax levy is established by the Town Council prior to October 1st of each year, and the County Property Appraiser incorporates the millage into the total tax levy, which includes Miami-Dade County, Miami-Dade County School Board and certain other special taxing districts.

All real and tangible personal property taxes are due and payable on November 1st of each year or as soon as practicable thereafter as the assessment roll is certified by the County Property Appraiser. Miami-Dade County mails each property owner on the assessment roll a notice of the taxes due and collects the taxes for the Town. Taxes may be paid upon receipt of the notice from Miami-Dade County, with discounts at the rate of 4% if paid in the month of November, 3% if paid in the month of December, 2% if paid in the month of January and 1% if paid in the month of February. Taxes paid during the month of March are without discount, and all unpaid taxes on real and tangible personal property become delinquent and liens are placed on April 1st of the year following the year in which the taxes were assessed. Procedures for the collection of delinquent taxes by Miami-Dade County are provided for in the laws of Florida.

J. Capital Assets

Capital assets are defined by the Town as property, equipment and infrastructure with an initial, individual cost of more than \$750 and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets, donated works of art and similar items, and capital assets received in a service concession arrangement are recorded at acquisition value as of the date of donation. Additions, improvements and other capital outlays that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expensed as incurred. Depreciation on all depreciable assets is provided on the straight-line basis over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Furniture and equipment	5-20
Leasehold improvements	15
Infrastructure	40

When capital assets are sold or disposed of, the related cost and accumulated depreciation are removed from the financial records and a resulting gain or loss is recorded in the government-wide financial statements.

K. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The Town has pension amounts that qualify for reporting in this category on the government-wide statement of net position in the amount of \$1,531,299.

TOWN OF MIAMI LAKES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2018

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

K. Deferred Outflows/Inflows of Resources (continued)

In addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as inflows of resources (revenue) until that time. The Town has pension amounts that qualify for reporting in this category in the amount of \$422,082.

L. Compensated Absences

It is the Town's policy to permit employees to accumulate earned but unused vacation and sick pay benefits. Vacation pay and sick pay benefits are accrued when incurred in the government-wide financial statements. A liability for these amounts is reported in governmental funds only if they have matured, for example, as a result of employee resignations or retirements.

All vacation and sick leave is accrued and reported as a fund liability when it is probable that the Town will compensate the employee with expendable available financial resources. Vacation and sick leave is accrued when incurred in proprietary funds and reported as a fund liability. All vacation pay is accrued when incurred in the government-wide and proprietary fund financial statements. A liability for these amounts is reported in governmental funds only if they have matured, for example, as a result of employee resignations and retirements. For governmental funds, compensated absences are generally liquidated by the General Fund.

M. Long-Term Obligations

In the government-wide financial statements, and proprietary fund type in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position. Debt premiums and discounts are deferred and amortized over the life of the debt using the straight-line method, which does not result in a material difference from the effective interest method. The face amount of the debt issued is reported net of bond premiums and discounts. Debt issuance cost are expensed in the year they are incurred.

In the fund financial statements, governmental fund types recognize debt premiums and discounts during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditure.

N. Net Position

Total equity as of September 30, 2018 is classified into three components of net position:

Net investment in capital assets – consists of capital assets (including restricted capital assets), net of accumulated depreciation and reduced by the outstanding balances of any bonds, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.

Restricted net position – consists of net position with constraints placed on their use either by 1) external groups such as creditors, grantors, contributors, or laws or regulations of other governments, or 2) law through constitutional provisions or enabling legislation.

Unrestricted net position – all other net position that do not meet the definition of “restricted” or “net investment in capital assets”.

TOWN OF MIAMI LAKES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2018

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

O. Fund Balance

The Town follows Governmental Accounting Standards for *Fund Balance Reporting and Governmental Type Definitions*, which requires that governmental fund financial statements present fund balance based on classification that comprise a hierarchy that is based primarily on the extent to which the Town is bound to honor constraints on the specific purposes for which amounts in the respective governmental fund can be spent. The classifications used in the governmental fund financial statements are as follows:

Non-spendable – Amounts that cannot be spent either because they are in not spendable form (such as inventory) or because they are legally or contractually required to be maintained intact.

Restricted – Amounts that can be spent only for specific purposes by their providers (such as grantors, bondholders, Town Code, and higher levels of government), through constitutional provisions, or by enabling legislation.

Committed – Amounts constrained to specific purposes by the Town itself, using its highest level of decision-making authority (i.e., Town Council). To be reported as committed, amounts cannot be used for any other purpose unless the Town takes the same highest level action to remove or change the constraint. Amounts that can be used only for the specific purposes determined by a formal action (i.e., ordinance) of the Town Council, the Town's highest level of decision making authority. Commitments may only be changed or lifted by the Town Council taking the same formal action that imposed the constraint originally.

Assigned – Amounts the Town intends to use for a specific purpose. Intent can be expressed by the Town Council or by an official or body to which the Town Council delegates the authority. Amounts that the Town intends to use for a specific purpose; the intent shall be expressed by the Town Council or may be delegated to the Town Manager.

Unassigned – This fund balance is the residual classification for the General Fund. The General Fund is the only fund that reports a positive unassigned fund balance amount. It is also used to report negative fund balances in other governmental funds.

Minimum level of Unassigned Fund Balance Policy:

The Town's reserve policy ordinance requires that the Town maintain 15% of budgeted general fund expenditures on hand as a reserve whenever possible. When expenditure is incurred for the purpose for which both restricted and unrestricted funds are available, the Town considers restricted funds to have been spent first. When expenditures are incurred for which committed, assigned, or unassigned fund balances are available, the Town considers amounts to have been first expended out of committed funds then assigned funds and finally unassigned funds, as needed, unless the Town Council or Town Manager has provided otherwise in its commitment or assignment actions.

The Town will use restricted amounts to be spent first when both restricted and unrestricted fund balance is available unless there are legal documents/contracts that prohibit doing this, such as grant agreements requiring dollar for dollar spending. Additionally, the Town will first use committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

TOWN OF MIAMI LAKES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2018

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

P. Net Position Flow Assumption

Sometimes the Town will fund outlays for a particular purpose from both restricted and unrestricted resources. In order to calculate the amounts to report as restricted-net position and unrestricted-net position in the government-wide financial statements, a flow assumption must be made about the order in which resources are considered to be applied. It is the Town's policy to consider restricted net position to have been depleted before unrestricted-net position is applied.

Q. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts of assets, liabilities, disclosures of contingent liabilities, revenues and expenditures/expenses reported in the financial statements and accompanying notes. These estimates include assessing the collectability of receivables, the realization of pension obligations, OPEB and the useful lives of capital assets. Although these estimates are based on management's knowledge of current events and actions it may undertake in the future, they may ultimately differ from actual results.

R. Restricted Assets

Certain resources set aside for the repayment of bonds are classified as restricted assets on the statement of net position because their use is limited by the applicable bond indenture covenants.

S. Capital Contributions

Capital contributions in proprietary fund financial statements arise from grants or outside contributions of resources restricted to capital acquisition and construction.

NOTE 2 - STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY

By its nature as a local government unit, the Town is subject to various federal, state, and local laws and contractual regulations. The Town has no material violations of finance-related legal and contractual obligations.

1. Fund Accounting Requirements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Town, like any other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance related requirements, bond covenants, and segregation for management purposes.

2. Revenue Restrictions

The Town has various restrictions placed over certain revenue sources from federal, state, or local requirements. The primary revenue sources include:

Revenue Source

Transportation & Gas Surtax

Legal Restrictions of Use

Roads, sidewalks, streets, busing, streetlights and other transportation expenses

TOWN OF MIAMI LAKES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2018

NOTE 2 - STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY (continued)

2. Revenue Restrictions (continued)

<u>Revenue Source</u>	<u>Legal Restrictions of Use</u>
Mobility Fee	Multi-modal transportation improvements
Impact Fees (Parks & Police)	Capital projects, improvements and to offset additional costs
Building Permits and Fees	Building permitting and inspection activities

For the fiscal year ended September 30, 2018, the Town complied, in all material respects, with these revenue restrictions.

3. Excess of Expenditures Over Appropriations

For the year ended September 30, 2018, expenditures in the Debt Service Fund exceeded appropriations by \$13,187. These expenditures were covered by transfers from the General Fund.

NOTE 3 - DEPOSITS AND INVESTMENTS

Cash and Cash Equivalents

As of September 30, 2018, the balance of the Town's cash deposits were \$1,095,343. All deposits are held in banking institutions approved by the State of Florida to hold public funds. The Town's deposits are considered insured and collateralized with securities held by the Town or by its agent in the Town's name as discussed below.

Custodian credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. All of the Town's deposits are entirely insured by federal depository insurance or collateralized by the multiple financial institution collateral pool pursuant to Florida Statutes, Chapter 280, "Florida Security for Public Deposit Act". Under this Act, all qualified public depositories are required to pledge eligible collateral having a fair value equal to or greater than the average daily or monthly balance of all public deposits, multiplied by the depository's collateral pledging level.

Investments

Section 218.415, Florida Statutes, limits the types of investments that a government can invest in unless specifically authorized in an investment policy. On December 13, 2011, the Town adopted Ordinance 11-139 which provides for a comprehensive investment policy pursuant to Section 218.415, Florida Statutes, and established permitted investments, issuer limits, credit rating requirements and maturity limits to protect the Town's cash and investment assets. The investment policy applies to all cash and investments held or controlled by the Town with the exception of funds related to the issuance of debt.

The Town's investment policy allows for the following investments:

- Direct obligations of the U. S. Government, its Agencies or Instrumentalities;
- Securities and Exchange Commission registered money market mutual funds;
- Insured or fully collateralized Certificates of Deposit;
- Intergovernmental investment pools authorized pursuant to the Florida Interlocal Cooperation Act functioning as a money market mutual;

TOWN OF MIAMI LAKES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2018

NOTE 3 - DEPOSITS AND INVESTMENTS (continued)

Investments (continued)

- Financial institution deposits that are in Qualified Public Depositories of the State in accordance with Chapter 280.02, Florida Statutes;
- Repurchase agreements secured by direct obligations of the U.S. Government, its Agencies or Instrumentalities.

The Town's overall investment objectives are, in order of priority, the safety of principal, liquidity of funds and maximizing investment income.

The Town invests in certificates of deposit. The certificates bear an interest rate ranging from 1.45% to 2.48%. The certificates of deposit with original maturities of greater than three months totaling approximately \$5,030,872 are presented as investments in the accompanying statement of net position.

The SBA administers Florida PRIME ("PRIME"), which is governed by Chapter 19-7 of the Florida Administrative Code and Chapters 215 and 219 of the Florida Statutes. These rules provide guidance and establish the policies and general operating procedures of the administration of PRIME. PRIME is not a registrant with the Securities and Exchange Commission; however, the SBA has adopted operating procedures consistent with the requirements for a 2a-7 fund, which permits money market funds to use amortized cost to maintain a constant net asset value ("NAV") of \$1 per share. The fair value of the position in the Florida PRIME is equal to the value of the pool shares. At September 30, 2018, the Town's investment in the Florida PRIME was that of \$2,783,214 which is presented as investments in the accompanying statement of net position. Thus, the Town's account balance in the SBA is its amortized cost.

Additionally, the Office of the Auditor General of the State of Florida performs the operational audit of the activities and investment of the SBA. The SBA accounts are not subject to custodial credit risk as these investments are not evidenced by securities that exist in physical or bank entry form.

In accordance with GASB Statement No. 79, Certain External Investment Pools and Pool Participants, the Town's investment in the Florida PRIME meets the definition of a qualifying investment pool that measures for financial reporting purposes all of its investments at amortized cost and should disclose the presence of any limitations or restrictions on withdrawals.

With regard to redemption gates, Chapter 218.409(8)(a), Florida Statutes, states, "The principal, and any part thereof, of each account constituting the trust fund is subject to payment at any time from the moneys in the trust fund. However, the Executive Director may, in good faith, on the occurrence of an event that has a material impact on liquidity or operations of the trust fund, for 48 hours limit contributions to or withdrawals from the trust fund to ensure that the Board can invest moneys entrusted to it in exercising its fiduciary responsibility. Such action must be immediately disclosed to all participants, the Trustees, the Joint Legislative Auditing Committee, the Investment Advisory Council, and the Participant Local Government Advisory Council. The Trustees shall convene an emergency meeting as soon as practicable from the time the Executive Director has instituted such measures and review the necessity of those measures. If the Trustees are unable to convene an emergency meeting before the expiration of the 48-hour moratorium on contributions and withdrawals, the Executive Director may extend the moratorium until the Trustees are able to meet to review the necessity for the moratorium. If the Trustees agree with such measures, the Trustees shall vote to continue the measures for up to an additional 15 days. The Trustees must convene and vote to continue any such measures before the expiration of the time limit set, but in no case may the time limit set by the Trustees exceed 15 days."

With regard to liquidity fees, Florida Statute 218.409(4) provides authority for the SBA to impose penalties for early withdrawal, subject to disclosure in the enrollment materials of the amount and purpose of such fees. At present, no such disclosure has been made.

TOWN OF MIAMI LAKES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2018

NOTE 3 - DEPOSITS AND INVESTMENTS (continued)

Investments (continued)

As of September 30, 2018, there were no redemption fees, maximum transaction amounts, or any other requirements that serve to limit a participant's daily access to 100 percent of their account value.

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in interest rates. As a mean of limiting its exposure to fair value losses arising from rising interest rates, the Town's investment policy limits the Town's investment portfolio to maturities not to exceed two years for operating and debt service funds and not to exceed three years for capital project or special purpose funds. The weighted average days to maturity (WAM) of the Florida PRIME as of September 30, 2018 is 33 days. Next interest rate reset dates for floating rate securities are used in the calculation of the WAM. The weighted average life (WAL) of Florida PRIME at September 30, 2018, is 72 days.

Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The Town's investment policy specifically sets parameter to minimize the Town's credit risk by:

- Limiting investment to the safest type of issuer
- Pre-qualifying the financial institution, pools, money market mutual funds, and broker/dealer with which the Town will do business, and
- Diversifying the investment portfolio so that potential losses on individual issuers will be minimized.

The Town's investment in Florida PRIME was rated AAAM by Standard and Poor's as of September 30, 2018.

Custodial credit risk for investment is the risk that in the event of the failure of the counterparty (e.g. broker dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The Town's investment policy requires that a bank or banks shall be contracted for the safekeeping or custody of securities owned by the Town as part of its investment portfolio or pledged to the Town as collateral. Securities owned by the Town shall be evidenced by safekeeping receipts of the institution holding the securities. All security transactions shall utilize the "delivery versus payment" procedures for settlement. All of the Town's investments at September 30, 2018 are being kept by a third party commercial trust bank and are fully secured and collateralized under the name of the Town or its agent.

NOTE 4 – RECEIVABLES AND PAYABLES

Receivables as of September 30, 2018 were as follows:

	General Fund	Building Department Fund	Disaster Fund	Capital Projects Fund	Nonmajor Governmental Funds	Stormwater Fund
Due from other governments	\$ 514,481	\$ -	\$ 4,618,762	\$ 29,119	\$ 30,634	\$ 147,573
Other	39,386	97,059	-	-	731,646	-
Total receivables	<u>\$ 553,867</u>	<u>\$ 97,059</u>	<u>\$ 4,618,762</u>	<u>\$ 29,119</u>	<u>\$ 762,280</u>	<u>\$ 147,573</u>

TOWN OF MIAMI LAKES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2018

NOTE 4 – RECEIVABLES AND PAYABLES (continued)

Payables as of September 30, 2018 for the Town’s governmental funds were as follows:

	General Fund	Building Department Fund	Disaster Fund	Capital Projects Fund	Nonmajor Governmental Funds	Total Governmental Funds
Vendors	\$ 1,232,824	\$ 251,993	\$ -	\$ 713,737	\$ 143,947	\$ 2,342,501
Payroll and related accounts	139,936	41,627	-	-	3,057	184,620
Total (fund statements)	<u>\$ 1,372,760</u>	<u>\$ 293,620</u>	<u>\$ -</u>	<u>\$ 713,737</u>	<u>\$ 147,004</u>	<u>\$ 2,527,121</u>

Payables as of September 30, 2018 for the Town’s governmental activities (government-wide statements) were as follows:

	Fund Statements	Bond Interest Payable	Total Governmental Activities
Vendors	\$ 2,358,583	\$ 182,833	\$ 2,541,416
Payroll and related accounts	158,765	-	158,765
Total	<u>\$ 2,517,348</u>	<u>\$ 182,833</u>	<u>\$ 2,700,181</u>

Payables as of September 30, 2018 for the Town’s proprietary funds were as follows:

	Stormwater Fund	Internal Service Fund	Total Proprietary Funds
Vendors	\$ 237,423	\$ 16,082	\$ 253,505
Payroll and related accounts	7,142	2,370	9,512
Total (fund statements)	<u>\$ 244,565</u>	<u>\$ 18,452</u>	<u>\$ 263,017</u>

NOTE 5 - INTERFUND TRANSFERS

Interfund transfers for the fiscal year ended September 30, 2018, consisted of the following:

<u>Transfer Out</u>	Transfer In				Total
	General Fund	Capital Projects Fund	Nonmajor Funds	Internal Service Fund	
General Fund	\$ -	\$ -	\$ 16,737	245,473	\$ 262,210
Building Department Fund	4,302	-	-	36,680	40,982
Disaster Fund	16,950	-	-	-	16,950
Capital Projects Fund	3,249	-	-	-	3,249
Nonmajor Funds	2,760	1,465,442	-	-	1,468,202
Stormwater Fund	629	150,000	-	-	150,629
	<u>\$ 27,890</u>	<u>\$ 1,615,442</u>	<u>\$ 16,737</u>	<u>\$ 282,153</u>	<u>\$ 1,942,222</u>

Purposes of significant transfers made during the 2018 fiscal year are as follows:

- The Special Revenue Fund transferred \$1,033,870 to the Capital Projects Fund to partially finance various ongoing capital projects of the Town.

TOWN OF MIAMI LAKES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2018

NOTE 5 - INTERFUND TRANSFERS (continued)

- The Impact Fees Funds transferred \$400,707 to the Capital Projects Fund to finance various ongoing capital projects (public safety facilities and parks) of the Town.
- The Stormwater Fund transferred \$150,000 to the Capital Projects Fund to finance ongoing stormwater drainage capital improvements of the Town.

NOTE 6 - CAPITAL ASSETS

Capital assets activity for the fiscal year ended September 30, 2018 was as follows:

	Beginning Balance	Increases	Decreases	Transfers	Ending Balance
Governmental activities:					
Capital assets not being depreciated:					
Land	\$ 6,056,872	\$ -	\$ -	\$ -	\$ 6,056,872
Construction in progress	395,607	2,172,847	(125,132)	(1,286,662)	1,156,660
Total capital assets not being depreciated	<u>6,452,479</u>	<u>2,172,847</u>	<u>(125,132)</u>	<u>(1,286,662)</u>	<u>7,213,532</u>
Capital assets being depreciated:					
Furniture and equipment	3,040,021	436,104	-	-	3,476,125
Buildings	8,153,915	11,078	-	-	8,164,993
Leasehold improvements	90,558	-	-	-	90,558
Infrastructure	27,267,210	1,124,799	-	-	28,392,009
Total capital assets being depreciated	<u>38,551,704</u>	<u>1,571,981</u>	<u>-</u>	<u>-</u>	<u>40,123,685</u>
Less accumulated depreciation for:					
Furniture and equipment	(2,640,371)	(202,822)	-	-	(2,843,193)
Buildings	(690,695)	(306,327)	-	-	(997,022)
Leasehold improvements	(90,558)	-	-	-	(90,558)
Infrastructure	(8,175,101)	(1,009,363)	-	-	(9,184,464)
Total accumulated depreciation	<u>(11,596,725)</u>	<u>(1,518,512)</u>	<u>-</u>	<u>-</u>	<u>(13,115,237)</u>
Total capital assets being depreciated, net	<u>26,954,979</u>	<u>53,469</u>	<u>-</u>	<u>-</u>	<u>27,008,448</u>
Governmental activities capital assets, net	<u>\$ 33,407,458</u>	<u>\$ 2,226,316</u>	<u>\$ (125,132)</u>	<u>\$ (1,286,662)</u>	<u>\$ 34,221,980</u>
Business-type activities:					
Capital assets not being depreciated:					
Construction in progress	\$ 253,591	\$ -	\$ (2)	\$ 1,286,662	\$ 1,540,251
Total capital assets not being depreciated	<u>253,591</u>	<u>-</u>	<u>(2)</u>	<u>1,286,662</u>	<u>1,540,251</u>
Capital assets being depreciated:					
Infrastructure	11,669,147	-	-	-	11,669,147
Furniture and equipment	284,455	-	-	-	284,455
Total capital assets being depreciated	<u>11,953,602</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>11,953,602</u>
Less accumulated depreciation for:					
Infrastructure	(1,793,656)	(285,267)	-	-	(2,078,923)
Furniture and equipment	(135,671)	(31,011)	-	-	(166,682)
Total accumulated depreciation	<u>(1,929,327)</u>	<u>(316,278)</u>	<u>-</u>	<u>-</u>	<u>(2,245,605)</u>
Total capital assets being depreciated, net	<u>10,024,275</u>	<u>(316,278)</u>	<u>-</u>	<u>-</u>	<u>9,707,997</u>
Business-type activities capital assets, net	<u>\$ 10,277,866</u>	<u>\$ (316,278)</u>	<u>\$ (2)</u>	<u>\$ 1,286,662</u>	<u>\$ 11,248,248</u>

TOWN OF MIAMI LAKES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2018

NOTE 6 - CAPITAL ASSETS (continued)

Depreciation expense charged to functions/programs of the primary government are as follows:

Governmental activities:	
General government	\$ 413,534
Public safety	28,367
Transportation	446,029
Parks and recreation	630,582
Total depreciation expense - governmental activities	<u>\$ 1,518,512</u>
Business-type activities:	
Stormwater utility	<u>\$ 316,278</u>
Total depreciation expense - business-type activities	<u>\$ 316,278</u>

NOTE 7 - LONG-TERM DEBT

Special Obligation Bonds, Notes 2010

Pursuant to Ordinance Number 2010-127, Resolution Number 2010-857 and Resolution Number 2010-858, on December 16, 2010, the Town issued \$7.33 million of Town of Miami Lakes, Florida, Special Obligation Bonds, Federally Taxable Series 2010 (Government Center Project) (Build America Bonds – Direct Payment) (the “Series 2010 Bonds”) to pay all the costs of purchasing, designing and construction of a new Government Center, pay capitalized interest, fund a debt service reserve and, together with other available funds, to pay costs of issuance.

The Series 2010 Bonds are collateralized by the Electric Utility Tax Revenues and are due serially beginning December 1, 2019 through the year 2040 with semi-annual interest due on June 1 and December 1 each year. Revenue requirements include at least 1.25 times the maximum principal and interest on all outstanding bonds.

Under the American Recovery and Reinvestment Act of 2009 Congress added certain provisions to the Internal Revenue Code (the “Code”) which made it possible for state and local governments to potentially obtain lower net borrowing costs when issuing bonds that meet certain requirements of the Code and the related Treasury Regulations (“qualified bonds”). A Build America Bond is a “qualified bond” where the issuer has made an irrevocable election to have the special rules applicable to the qualified bonds.

A Build America Bond that constitutes a “qualified bond” entitles the issuer to receive direct subsidy payments from the United States Department of the Treasury, upon meeting certain other additional requirements, in the amount of 35% of the corresponding interest payable on the related bonds. The Series 2010 Bonds were issued as “qualified bonds”. Bonds bear interest rates ranging from 7.05% to 7.627%.

Arbitrage

Arbitrage refers to the profit earned by investing tax-exempt bond funds in higher yielding investments. Under federal arbitrage regulations, an issuer of tax-exempt bonds is allowed to earn this profit for a certain period of time during the construction period of the related project. Once this time period has expired, the profit realized on any recurring bond proceeds is subject to rebate to the federal government. These federal arbitrage regulations apply to all of tax-exempt issues. As of September 30, 2018 the Town is not subject to the rebate provisions of the arbitrage regulations on its Series 2010 Bonds.

TOWN OF MIAMI LAKES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2018

NOTE 7 - LONG-TERM DEBT (continued)

Quality Neighborhood Improvement Program Bonds

Prior to the Town's incorporation, Miami-Dade County issued \$77,640,000 in Florida Public Service Tax Revenue Bonds (UMSA Public Improvements) Series 1999 (the Revenue Bonds). The County pledged the Unincorporated Municipal Service Area's (UMSA) utility tax revenues for debt service on the Revenue Bonds. Unlike other Miami-Dade municipalities that have incorporated subsequent to the issuance of the Revenue Bonds, there are no written agreements, contracts or other verified requirements for the Town's participation in the repayment of the Revenue Bonds. The County has asserted a claim that the Town should participate in yearly Quality Neighborhood Improvement Program (QNIP) Debt Service Payments through 2024. Under the County's assertions, the Town's QNIP Debt Service Payment would be based on utility tax revenue collected by the Town during the year as a percentage of the total UMSA utility tax revenues for that year multiplied by the total debt service payment due by the County on the Revenue Bonds for that year.

During fiscal year 2010, Town management worked with the County to achieve a settlement of this and other financial issues outstanding between the two governments. On January 28, 2010, the Town Council in a Special Call Meeting authorized the Town staff to move forward and enter into an agreement with Miami-Dade County pursuant to which the Town would agree to pay all outstanding QNIP payments owed to the County under a structured settlement plan which the County had proposed.

The settlement terms called for a payment plan by the Town of \$153,423 annually beginning in fiscal year 2010 through 2024. The County subsequently refinanced the QNIP bonds which resulted in an amendment to the interlocal agreement to reduce the Town's debt service share. The revised terms will result in a \$104,568 reduction of the annual payment during fiscal year 2019. Remaining annual debt service payments from 2020 through 2024 will approximate \$142,000. During fiscal year 2018, the Town paid \$150,845 of its QNIP share to Miami-Dade County.

Stormwater Utility Revenue Bonds

In October 2003, the County and the Town entered into an agreement to transfer to the Town the operations and the maintenance of the Town's Stormwater utility system located within the Town's boundaries. As part of the agreement, the billing and collection activities will remain under the administration of the County's Water and Sewer Department ("Department") for an administrative fee of 87 cents per utility bill processed by the Department. The agreement is effective for a period of 5 years and is renewable by written mutual consent of both parties.

In addition, the agreement requires the Town to pay the County a yearly debt service payment through the year 2024 based on 2.4% of the Annual Debt Service Payment of the \$41,580,000 Miami-Dade County Stormwater Utility Revenue Bonds, Series 1999.

A summary of debt service requirements to maturity for the various bonds are as follows:

September 30,	Special Obligation Bonds, Series 2010		Quality Neighborhood Improvement Program Bonds		Stormwater Utility Revenue Bonds	
	Principal	Interest	Principal	Interest	Principal	Interest
2019	\$ -	\$ 548,499	\$ 46,607	\$ 2,248	\$ 51,960	\$ 17,366
2020	380,000	521,709	139,302	1,892	54,480	15,626
2021	200,000	507,609	140,019	1,519	57,240	13,811
2022	210,000	492,804	140,741	1,120	60,120	11,903
2023	220,000	477,294	141,458	712	63,120	9,896
2024-2028	1,255,000	2,124,524	142,203	271	67,526	6,501
2029-2033	1,595,000	1,577,652	-	-	-	-
2034-2038	2,010,000	877,485	-	-	-	-
2039-2040	1,460,000	114,787	-	-	-	-
Total	<u>\$ 7,330,000</u>	<u>\$ 7,242,363</u>	<u>\$ 750,330</u>	<u>\$ 7,762</u>	<u>\$ 354,446</u>	<u>\$ 75,103</u>

TOWN OF MIAMI LAKES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2018

NOTE 7 - LONG-TERM DEBT (continued)

Due to Miami-Dade County – Canal Project

In October 2016 the Town entered into an interlocal agreement with the Miami-Dade County Stormwater Utility for cost sharing of stormwater drainage projects. The terms of the agreement call for a payment plan by the Town of \$15,734 annually, including interest of \$1,216, through 2026.

A summary of debt service requirements to maturity is as follows:

<u>September 30,</u>	<u>Due to Miami-Dade County</u>	
	<u>Principal</u>	<u>Interest</u>
2019	\$ 14,518	\$ 1,216
2020	14,518	1,216
2021	14,518	1,216
2022	14,518	1,216
2023	14,518	1,216
2024-2026	43,554	3,648
Total	<u>\$ 116,144</u>	<u>\$ 9,728</u>

Long-term debt activity for the fiscal year ended September 30, 2018 was as follows:

	<u>Beginning Balance*</u>	<u>Increases</u>	<u>Decreases</u>	<u>Ending Balance</u>	<u>Due Within One Year</u>
Governmental Activities					
Special obligation bonds payable	\$ 7,330,000	\$ -	\$ -	\$ 7,330,000	\$ -
Less: discount on bonds issued	(32,068)	-	1,380	(30,688)	-
QNIP bonds	901,175	-	(150,845)	750,330	46,607
Net pension liability	3,047,051	694,871	(308,474)	3,433,448	-
OPEB	72,156	8,515	(16,882)	63,789	-
Compensated absences	300,900	82,722	(49,071)	334,551	28,225
Governmental activities long-term liabilities	<u>\$ 11,619,214</u>	<u>\$ 786,108</u>	<u>\$ (523,892)</u>	<u>\$ 11,881,430</u>	<u>\$ 74,832</u>
Business-Type Activities					
Stormwater utility revenue bonds	\$ 403,886	\$ -	\$ (49,440)	\$ 354,446	\$ 51,960
Due to Miami-Dade County	130,662	-	(14,518)	116,144	14,518
Net pension liability	104,801	42,810	(19,024)	128,587	-
Compensated absences	8,761	1,683	(1,836)	8,608	-
Business-type activities long-term liabilities	<u>\$ 648,110</u>	<u>\$ 44,493</u>	<u>\$ (84,818)</u>	<u>\$ 607,785</u>	<u>\$ 66,478</u>

* As restated, see Note 12

The Town's compensated absences are generally liquidated by the General Fund. Currently amounts 'Due within One Year' are estimated based on prior years' usage and known terminations resulting in payouts as of the date of the financial statement preparation.

Pledged Future Revenues

The Town has pledged the Electric Utility Tax revenues as payment for the Special Obligation Bond issued December 16, 2010. Monthly receipts are deposited into the Utility Tax Revenue Fund to be used to make the monthly debt service payment on the bonds. At the end of the month, unused revenues are then transferred to the General Fund for normal operating purposes. Below is a summary of pledged revenues:

	<u>Total Principal and Interest Outstanding</u>	<u>Current Year Principal and Interest Paid</u>	<u>Maximum Principal and Interest</u>	<u>Current Year Revenue</u>	<u>% of Revenue to Principal and Interest Paid</u>	<u>% of Revenues to Maximum Principal and Interest</u>
<u>Pledged Revenue</u>						
Electric utility tax	\$ 14,572,363	\$ 548,499	\$ 928,499	\$ 2,965,913	541%	319%

TOWN OF MIAMI LAKES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2018

NOTE 8 - FLORIDA RETIREMENT SYSTEM

Employees of the Town who are employed in a full-time or part-time regularly established position participate in the statewide Florida Retirement System (FRS). The FRS offers members a choice between the Pension Plan (multiple-employer, cost-sharing defined benefit plan) and the Investment Plan (defined contribution plan). All rates, benefits and amendments are established by the State of Florida through its legislative body.

The FRS has various classes of memberships. Town employees fall under four of the classes, which are as follows:

Special Risk Class – All certified law enforcement officers, certified firefighters/paramedics and certified firefighters/EMTs of the Town are covered by this class.

Senior Management Service Class – The Town Manager and certain senior management employees (department directors) are included in this class.

Regular Class – This class covers all Town employees who do not qualify for membership in the special risk or the senior management service classes.

Elected Officers' Class – Town Councilmembers are covered under this class.

Plan Description

Membership in the FRS is required for all full-time and part-time employees working in regularly established positions for state agencies, county governments, district school boards, state universities, and state community colleges; or cities, independent special districts, metropolitan planning districts, and public charter schools that make an irrevocable election to participate. Most Pension Plan members (including renewed members), and State Community College Optional Retirement Program participants may elect to participate in the FRS Investment Plan. Florida Retirement System Pension Plan members who retired and chose to participate in the Deferred Retirement Option Program (DROP) are not eligible to become members of the FRS Investment Plan.

Type of Benefit

The Florida Retirement System Pension Plan (FRS) is a cost-sharing, multiple-employer qualified defined benefit plan with a Deferred Retirement Option Program (DROP) available for eligible employees. The FRS was established and is administered in accordance with Chapter 121, Florida Statutes. Retirees receive a lifetime pension benefit with joint and survivor payment options. FRS membership is compulsory for employees filling regularly established positions in a state agency, county agency, state university, state community college, or district school board, unless restricted from FRS membership under sections 121.053 and 121.122, Florida Statutes, or allowed to participate in a nonintegrated defined contribution plan in lieu of FRS membership. Participation by municipalities, special districts, charter schools, and metropolitan planning organizations is optional. The Retiree Health Insurance Subsidy (HIS) Program is a cost-sharing, multiple-employer defined benefit pension plan established and administered in accordance with section 112.363, Florida Statutes. The benefit is a monthly payment to assist retirees of the state-administered retirement systems in paying their health insurance costs. For the fiscal year ended June 30, 2018, eligible retirees and beneficiaries received a monthly HIS payment equal to the number of years of service credited at retirement multiplied by \$5. The minimum payment is \$30 and the maximum payment is \$150 per month pursuant to section 112.363, Florida Statutes. To be eligible to receive a HIS benefit a retiree under one of the state administered retirement systems must provide proof of eligible health insurance coverage, which can include Medicare.

Average Final Compensation

For members initially enrolled in the FRS before July 1, 2011, average final compensation (AFC) is the average of the five highest fiscal years of salary earned during covered employment. For members initially enrolled in the FRS on or after July 1, 2011, AFC is the average of the eight highest fiscal years of salary earned during covered employment.

TOWN OF MIAMI LAKES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2018

NOTE 8 - FLORIDA RETIREMENT SYSTEM (continued)

Average Final Compensation (continued)

The following chart shows the percentage value for each year of service credit earned in relation to the general classes of membership that the Town participates in:

	% Value (per year of service)
<u>Regular Class members initially enrolled before July 1, 2011</u>	
Retirement up to age 62 or up to 30 years of service	1.60%
Retirement at age 63 or with 31 years of service	1.63%
Retirement at age 64 or with 32 years of service	1.65%
Retirement at age 65 or with 33 or more years of service	1.68%
<u>Regular Class members initially enrolled on or after July 1, 2011</u>	
Retirement up to age 65 or up to 33 years of service	1.60%
Retirement at age 66 or with 34 years of service	1.63%
Retirement at age 67 or with 35 years of service	1.65%
Retirement at age 68 or with 36 or more years of service	1.68%
<u>Special Risk Class</u>	
Service from December 1, 1970 through September 30, 1974	2.00%
Service on and after October 1, 1974	3.00%
<u>Elected Officers' Class</u>	
Service as Governor, Lt. Governor, Cabinet Officer, Legislator, state attorney, public defender, elected county officer, or elected official of a city or special district that chose EOC membership for its elected officials	3.00%
<u>Senior Management Service Class</u>	2.00%

Vesting

The system provides for vesting of benefits, regardless of membership class, after six years of creditable service for members who are enrolled on or after July 1, 2001 through June 30, 2011 and eight years of creditable service for members who are enrolled on or after July 1, 2011. Vesting for the FRS Investment Plan occurs when an employee completes one year of service in the FRS Investment Plan.

Service Retirement

Normal retirement age in the regular, senior management service and elected officers' classes is 62 for members enrolled before July 1, 2011 and 65 for members enrolled on or after July 1, 2011. In the special risk service class, normal retirement age is 55 for members enrolled before July 1, 2011 and 60 for members enrolled on or after July 1, 2011. If a member is vested but has not reached normal retirement age, early retirement can be taken. The amount of the retirement benefit will be reduced 5% for each year prior to normal retirement.

Benefits are computed on the basis of age and/or years of service, average final compensation and service credit. The system also provides for death and disability benefits.

TOWN OF MIAMI LAKES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2018

NOTE 8 - FLORIDA RETIREMENT SYSTEM (continued)

Service Retirement (continued)

State law provides for all eligible FRS members to elect to participate in the Deferred Retirement Option Program (DROP). The DROP allows an employee to retire and defer their monthly retirement benefit to an interest bearing account, for up to a maximum of sixty months, and to continue employment with the Town. When the DROP period ends, the employee must terminate employment.

At that time, the employee will receive payment of the accumulated DROP benefits, and direct receipt, thereafter, of the FRS monthly retirement benefit.

Funding Policy

Contributions to the FRS are made by the Town as a percentage of covered payrolls. Effective July 1, 2012, state law instituted a requirement that employees in all classes make a contribution to the FRS of 3.00% of their covered payroll, in addition to the employer's contribution. The required contribution rates in effect at year end for the Town were 7.92% for regular class employees, 22.71% for senior management service class employees, 23.27% for special risk class employees, and 45.50% for elected officers' class. Additionally, the Town is required to contribute 13.26% for all DROP participants. These rates include the normal cost and unfunded actuarial liability contributions, the 1.66 percent contribution for the Retiree Health Insurance Subsidy, and the fee of 0.06 percent for administration of the FRS Investment Plan and provision of educational tools for both plans.

The contribution requirements of covered payroll and actual contributions made for fiscal year 2018 and the two preceding years were as follows:

	<u>FY 2018</u>	<u>FY 2017</u>	<u>FY 2016</u>
Contribution requirements:			
Employer	\$ 329,300	\$ 278,831	\$ 243,149
Employee	108,473	94,401	85,027
Total contribution requirements	<u>\$ 437,773</u>	<u>\$ 373,232</u>	<u>\$ 328,176</u>
Contributions made (100%)	\$ 329,300	\$ 278,831	\$ 243,149
Total covered payroll	\$ 3,947,898	\$ 3,489,915	\$ 3,115,864
Percent of contributions to total covered payroll	8.34%	7.99%	7.80%

The FRS issues a comprehensive annual financial report including a statement of financial condition, historical and statistical information and an actuarial report. A copy can be obtained from the State of Florida, Division of Retirement at:

Department of Management Services
Division of Retirement
Research and Education Section
P.O. Box 9000
Tallahassee, FL 32315-9000
850-488-5706 or toll free at 877-377-1737
<https://www.dms.myflorida.com>

TOWN OF MIAMI LAKES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2018

NOTE 8 - FLORIDA RETIREMENT SYSTEM (continued)

Net Pension Liability

The components of the collective net pension liability of the participating employers for each defined benefit plan for the measurement date of June 30, 2018, are shown below (in thousands):

	<u>FRS</u>	<u>HIS</u>
Total pension liability (A)	\$ 191,317,399	\$ 10,816,576
Plan fiduciary net position (B)	(161,196,881)	(232,463)
Net pension liability (A - B)	\$ 30,120,518	\$ 10,584,113
 Plan fiduciary net position as a percentage of the total pension liability (B/A)	 84.26%	 2.15%

The total pension liability for each plan was determined by the Plans' actuary and reported in the Plans' valuations dated July 1, 2018. The fiduciary net position used by the actuary to determine the net pension liability (as shown above) was determined on the same basis used by the Plan. Each Plans' fiduciary net position is reported in the financial statements and the net pension liability is disclosed in the notes to the financial statements.

The Town reported a liability of \$3,562,035 for its proportionate share of the net pension liability. The detail of proportion shares are as follows:

FRS Pension Plan					
Employer Contribution for Pension Plan Funding for Prior Period	Proportion at Prior Measurement Date	Employer Contribution for Pension Plan Funding for Current Period	Proportion at Current Measurement Date	Employer Proportionate Share of Net Pension Liability/Asset at Prior Measurement Date	Employer Proportionate Share of Net Pension Liability/Asset at Measurement Date
\$ 178,651	0.006862616%	\$ 217,291	0.007624456%	\$ 2,029,917	\$ 2,296,526

FRS Retiree Health Insurance Subsidy (HIS) Program					
Employer Contribution for Pension Plan Funding for Prior Period	Proportion at Prior Measurement Date	Employer Contribution for Pension Plan Funding for Current Period	Proportion at Current Measurement Date	Employer Proportionate Share of Net Pension Liability/Asset at Prior Measurement Date	Employer Proportionate Share of Net Pension Liability/Asset at Measurement Date
\$ 55,531	0.010492759%	\$ 64,841	0.011956689%	\$ 1,121,935	\$ 1,265,509

Basis of Allocation

The employer's proportionate share reported in the pension allocation schedules was calculated using accrued retirement contributions for employers that were members of the FRS and HIS during fiscal years 2016/2017 and 2017/2018. Although GASB 68 encourages the use of the employers projected long-term contribution effort to the retirement plan, allocating on the basis of historical employer contributions is acceptable. The aggregate employer contribution amounts for each fiscal year agree to the employer contribution amounts reported in the system's CAFR for that fiscal year.

TOWN OF MIAMI LAKES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2018

NOTE 8 - FLORIDA RETIREMENT SYSTEM (continued)

Basis of Allocation (continued)

The proportion calculated based on contributions for each of the fiscal years presented in the pension allocation schedules was applied to the net pension liability and other pension amounts applicable to that fiscal year to determine each employer's proportionate share of the liability, deferred outflows of resources, deferred inflows of resources and associated pension expense. For the purposes of the pension allocation schedules, pension amounts are allocated to reporting employers. The pension amounts of participating employers whose payrolls are reported and contributions are remitted by another entity are included in the reporting employer's amounts and will be allocated to the participating employer by the reporting employer.

Actuarial Methods and Assumptions

Actuarial assumptions for both defined benefit plans are reviewed annually by the Florida Retirement System Actuarial Assumptions Conference. The FRS Pension Plan has a valuation performed annually. The HIS Program has a valuation performed biennially that is updated for GASB reporting in the year a valuation is not performed. The most recent experience study for the FRS Pension Plan covered the period from July 1, 2008 through June 30, 2013. Because the HIS Program is funded on a pay-as-you-go basis, no experience study has been completed for this program. The actuarial assumptions that determined the total pension liability for the HIS Program were based on certain results of the most recent experience study for the FRS Pension Plan.

The total pension liability for each of the defined benefit plans was determined by an actuarial valuation as of July 1, 2018, using the individual entry age normal actuarial cost method. Inflation increases for both plans is assumed at 2.60%. Payroll growth for both plans is assumed at 3.25%. Both the discount rate and the long-term expected rate of return used for FRS Pension Plan investments is 7.00%. The plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return. Because the HIS Program uses a pay-as-you-go funding structure, a municipal bond rate of 3.87% was used to determine the total pension liability for the program. Mortality assumptions for both plans were based on the Generational RP-2000 with Projection Scale BB tables.

The following changes in actuarial assumptions occurred in 2018:

HIS: The total pension liability is calculated on a single equivalent discount rate as required by GASB Statement No. 67. The discount rate used was increased from 3.58% to 3.87% reflecting the change during the fiscal year in the Bond Buyer General Obligation 20-year Bond Municipal Bond Index.

In general, the discount rate for calculating the total pension liability under GASB 67 is equivalent to the single rate equivalent to discounting at the long-term expected rate of return for benefit payments prior to the projected depletion date. Because the HIS benefit is essentially funded on a pay-as-you-go-basis, the depletion date is considered to be immediate, and the single equivalent discount rate is equal to the municipal bond rate selected by the plan sponsor. The discount rates used at the two dates differ due to changes in the applicable municipal bond rate.

FRS: The discount rate and long-term expected rate of return was decreased from 7.10% to 7.00%, and the active member mortality assumption was updated. The Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees if future experience follows assumptions and the Actuarially Determined Contribution (ADC) is contributed in full each year. Therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return. The 7.00% rate of return assumption used in the June 30, 2018 calculations was deemed reasonable and appropriate by the actuary per Actuarial Standard of Practice Number 27 (ASOP 27).

TOWN OF MIAMI LAKES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2018

NOTE 8 - FLORIDA RETIREMENT SYSTEM (continued)

Actuarial Methods and Assumptions (continued)

The benefits received by retirees and beneficiaries are increased by a COLA each July based on their June benefit amount (excluding the Retiree Health Insurance Subsidy benefit). For retirees who have been retired for less than 12 months on July 1, the first COLA increase is prorated. The COLA applies to all continuing monthly retirement benefits paid under the FRS Pension Plan (i.e., normal and early service retirement benefits and benefits accruing in participant accounts under the DROP, disability retirement benefits, and survivor benefits). The COLA for retirements or DROP participation effective before Aug. 1, 2011, is 3 percent per year. The COLA formula for retirees with an effective retirement date or DROP begin date on or after Aug. 1, 2011, will be the sum of the pre-July 2011 service credit divided by the total service credit at retirement multiplied by 3 percent. Each Pension Plan member with an effective retirement date of Aug. 1, 2011, or after will have an individual COLA factor for retirement. FRS Pension Plan members initially enrolled on or after July 1, 2011 will not have a COLA after retirement.

Long-Term Expected Rate of Return

To develop an analytical basis for the selection of the long-term expected rate of return assumption, in October 2018 the FRS Actuarial Assumption Conference reviewed long-term assumptions developed by capital market assumptions teams from both Milliman and Aon Hewitt Investment Consulting, investment consultants to the Florida State Board of Administration. The table below shows Milliman's assumptions for each of the asset classes in which the plan was invested at that time based on the long-term target asset allocation. The allocation policy's description of each asset class was used to map the target allocation to the asset classes shown below. Each asset class assumption is based on a consistent set of underlying assumptions, and includes an adjustment for the inflation assumption. These assumptions are not based on historical returns, but instead are based on a forward-looking capital market economic model.

Asset Class	Target Allocation *	Annual Arithmetic Return	Compound Annual (Geometric) Return	Standard Deviation
Cash equivalents	1.00%	2.90%	2.90%	1.80%
Fixed income	18.00%	4.40%	4.30%	4.00%
Global equity	54.00%	7.60%	6.30%	17.00%
Real estate (property)	11.00%	6.60%	6.00%	11.30%
Private equity	10.00%	10.70%	7.80%	26.50%
Strategic investments	6.00%	6.00%	5.70%	8.60%
Assumed inflation - mean			2.60%	1.90%

* As outlined in the Plan's investment policy

Sensitivity Analysis

The following tables demonstrate the sensitivity of the net pension liability to changes in the discount rate. The sensitivity analysis shows the impact to the collective net pension liability of the participating employers if the discount rate was 1.00% higher or 1.00% lower than the current discount rate at June 30, 2018.

TOWN OF MIAMI LAKES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2018

NOTE 8 - FLORIDA RETIREMENT SYSTEM (continued)

Sensitivity Analysis (continued)

	FRS		
	1%	Current	1%
	Decrease	Discount Rate	Increase
	<u>6.00%</u>	<u>7.00%</u>	<u>8.00%</u>
Total pension liability	\$ 16,481,641	\$ 14,586,911	\$ 13,013,226
Less: fiduciary net position	<u>(12,290,385)</u>	<u>(12,290,385)</u>	<u>(12,290,385)</u>
Net pension liability	<u>\$ 4,191,256</u>	<u>\$ 2,296,526</u>	<u>\$ 722,840</u>
	HIS		
	1%	Current	1%
	Decrease	Discount Rate	Increase
	<u>2.87%</u>	<u>3.87%</u>	<u>4.87%</u>
Total pension liability	\$ 1,469,136	\$ 1,293,305	\$ 1,146,738
Less: fiduciary net position	<u>(27,796)</u>	<u>(27,796)</u>	<u>(27,796)</u>
Net pension liability	<u>\$ 1,441,340</u>	<u>\$ 1,265,509</u>	<u>\$ 1,118,943</u>

Pension Expense and Deferred Outflows/(Inflows) of Resources

In accordance with GASB 68, paragraphs 54 and 71, changes in the net pension liability are recognized as pension expense in the current measurement period, except as indicated below. For each of the following, a portion is recognized in pension expense in the current measurement period, and the balance is amortized as deferred outflows or deferred inflows of resources using a systematic and rational method over a closed period, as defined below:

- Differences between expected and actual experience with regard to economic and demographic factors – amortized over the average expected remaining service life of all employees that are provided with pensions through the pension plan (active and inactive employees).
- Changes of assumptions or other inputs – amortized over the average expected remaining service life of all employees that are provided with pensions through the pension plan (active and inactive employees).
- Changes in proportion and differences between contributions and proportionate share of contributions amortized over the average expected remaining service life of all employees that are provided with pensions through the pension plan (active and inactive employees).
- Differences between expected and actual earnings on pension plan investments – amortized over five years contributions to the pension plans from employers are not included in collective pension expense.

For the fiscal year ended September 30, 2018, the Town recognized pension expense of \$385,233 and \$116,190 for FRS and HIS, respectively. Additionally, the Town reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

TOWN OF MIAMI LAKES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2018

NOTE 8 - FLORIDA RETIREMENT SYSTEM (continued)

Pension Expense and Deferred Outflows/(Inflows) of Resources (continued)

	FRS Pension		
	Deferred Outflows of Resources	Deferred Inflows of Resources	Total
Changes in:			
Contributions, subsequent to measurement date	\$ 52,339	\$ -	\$ 52,339
Experience expected/actual	194,550	(7,061)	187,489
Assumptions/inputs	750,393	-	750,393
Projected/actual earnings	-	(177,435)	(177,435)
Changes in proportion, NPL	171,663	(73,629)	98,034
Total	<u>\$ 1,168,945</u>	<u>\$ (258,125)</u>	<u>\$ 910,820</u>
	HIS Program		
	Deferred Outflows of Resources	Deferred Inflows of Resources	Total
Changes in:			
Contributions, subsequent to measurement date	\$ 14,770	\$ -	\$ 14,770
Experience expected/actual	19,374	(2,150)	17,224
Assumptions/inputs	140,740	(133,800)	6,940
Projected/actual earnings	764	-	764
Changes in proportion, NPL	186,706	(28,007)	158,699
Total	<u>\$ 362,354</u>	<u>\$ (163,957)</u>	<u>\$ 198,397</u>

The Town contributions subsequent to the measurement date of \$52,339 and \$14,770 for FRS and HIS, respectively, are reported as deferred outflows of resources and will be recognized as a reduction of the net pension liability in the fiscal year ending September 30, 2019.

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pension expense will be recognized as follows:

Reporting Period Ending September 30,	FRS Expense	HIS Expense
2019	\$ 286,006	\$ 39,437
2020	212,466	39,373
2021	59,104	43,140
2022	165,399	36,798
2023	113,715	7,621
Thereafter	21,791	17,258
Total	<u>\$ 858,481</u>	<u>\$ 183,627</u>

TOWN OF MIAMI LAKES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2018

NOTE 8 - FLORIDA RETIREMENT SYSTEM (continued)

Pension Expense and Deferred Outflows/(Inflows) of Resources (continued)

The required contribution rates in effect at year-end were:

	Employee Contribution Rate	Employer Contribution Rate	Total Contribution Rate
Special Risk Class	3.00%	21.55%	24.55%
Senior Management Service Class	3.00%	20.99%	23.99%
Regular Class	3.00%	6.20%	9.20%
Elected Officer's Class	3.00%	37.92%	40.92%
DROP from FRS	0.00%	11.60%	11.60%

NOTE 9 - OTHER POST-EMPLOYMENT BENEFITS

Plan Description and Benefits Provided

The Town offers to retiring employees a one-time opportunity to participate in the Town's employee group health and life insurance program pursuant to Section 112.0801, Florida Statutes. This required participation for retirees and their eligible dependents in the health and life insurance program and other coverage listed in the statute of the Town is at a premium cost to the retiree that is no more than the premium cost applicable to active employees. A retiring member who rejects this initial opportunity to continue to participate in the health and life insurance program will not be entitled to another opportunity to renew participation at any time in the future. The coverage provided under this program is supplemental and/or secondary to coverage under any and all other health insurance plans or programs that are provided to or carried by the retiring member from any other source. As of September 30, 2018, there was 1 participant receiving these post-employment benefits.

The Town's Retiree Health Care Plan (Plan) is a single-employer defined benefit postemployment health care plan that covers eligible retired employees of the Town. The Plan, which is administered by the Town, allows employees who retire and meet retirement eligibility requirements under the Florida Retirement System to continue medical insurance coverage as a participant in the Town's Plan. The Town does not issue separate financial statements for its post-employment health and life insurance program.

The Town adopted GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions* (GASB 75). This standard replaces the requirements of GASB Statement No. 45 as it relates to governments that provide postemployment benefits other than pensions. GASB 75 requires governments providing defined benefit postemployment benefits to recognize the long-term obligation for those benefits as a liability for the first time, and to more comprehensively and comparably measure the annual costs of other postemployment benefits. GASB 75 also enhances accountability and transparency through revised and new note disclosures and required supplementary information, including disclosing descriptive information about the types of benefits provided, how contributions to the plans are determined, and assumptions and methods used to calculate the liability. The implementation of GASB 75 resulted in a restatement of the governmental activities net position (Note 12).

Funding Policy

The Town currently pays for post-employment healthcare and life insurance benefits program on a pay-as-you go basis. As of September 30, 2018, the Town has not established a trust fund to irrevocably segregate assets to fund the liability associated with the post-employment benefits, which would require the reporting of a trust fund in accordance with GASB requirements. The contribution requirements are provided for in the collective bargaining agreements negotiated with various unions representing the employees. Life insurance coverage for retiree and spouse is 100% retiree paid.

TOWN OF MIAMI LAKES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2018

NOTE 9 - OTHER POST-EMPLOYMENT BENEFITS (Continued)

Employees Covered by Benefit Terms

The benefits provided are the same as those provided for active employees. Spouses and dependents of eligible retirees are also eligible for medical coverage. All employees of the Town are eligible to receive postemployment health care benefits. All retiree and dependent coverage is at the expense of the retiree.

As of the October 1, 2017 actuarial valuation, the following employees were covered by the benefit terms of the Plan:

Inactive plan members or beneficiaries currently receiving benefits	1
Inactive plan members entitled to but not yet receiving benefits	0
Active plan members	53
	54

Total OPEB Liability

The Town's total OPEB liability of \$63,789 was measured as of September 30, 2018 and was determined based on an actuarial valuation performed as of October 1, 2017.

Actuarial Assumptions

The Total OPEB liability was determined using the following actuarial assumptions.

Inflation	2.50%
Salary Increases	2.50%
Discount Rate	4.18%
Initial Trend Rate	8.50%
Ultimate Trend Rate	4.00%
Years to Ultimate	55

For all lives, mortality rates were RP-2000 Combined Healthy Mortality Tables projected to the valuation date using Projection Scale AA.

Discount Rate

Given the Town's decision not to fund the program, all future benefit payments were discounted using a high-quality municipal bond rate of 4.18%. The high-quality municipal bond rate was based on the week closest, but not later than, the measurement date of the Bond Buyer 20-Bond Index as published by the Federal Reserve. The 20-Bond Index consists of 20 general obligation bonds that mature in 20 years. The average rating of the 20 bonds is roughly equivalent to Moody's Investors Service's Aa2 rating and Standard & Poor's Corp.'s AA.

OPEB Expense

Under GASB 75 as it applies to plans that qualify for the Alternative Measurement Method, changes in the Total OPEB Liability are not permitted to be included in deferred outflows of resources or deferred inflows of resources related to OPEB. These changes will be immediately recognized through OPEB Expense. For the year ended September 30, 2018, the Town recognized OPEB expense of \$4,590.

TOWN OF MIAMI LAKES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2018

NOTE 9 - OTHER POST-EMPLOYMENT BENEFITS (Continued)

Changes in Total OPEB Liability

	<u>Increased and (Decreases) in Total OPEB Liability</u>
Reporting Period Ending September 30, 2017	\$ 72,156
Changes for the Year:	
Service Cost	5,861
Interest	2,654
Changes of Assumptions	(6,625)
Benefit Payments	<u>(10,257)</u>
Net Changes	<u>(8,367)</u>
Reporting Period Ending September 30, 2018	<u>\$ 63,789</u>

Changes of assumptions reflect a change in the discount rate from 3.64% for the fiscal year ending September 30, 2017 to 4.18% for the fiscal year ending September 30, 2018.

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate

The following presents the total OPEB liability of the Town, as well as what the Town's total OPEB liability would be if it were calculated using a discount rate that is one percentage-point lower or one percentage-point higher than the current discount rate:

	1% Decrease 3.18%	Current Discount Rate 4.18%	1% Increase 5.18%
Total OPEB Liability	\$ 76,779	\$ 63,789	\$ 53,537

Sensitivity of the Total OPEB Liability to Changes in the Healthcare Cost Trend Rates

The following presents the total OPEB liability of the Town, as well as what the Town's total OPEB liability would be if it were calculated using healthcare cost trend rates that are one percentage-point lower or one percentage-point higher than the current healthcare cost trend rates:

	1% Decrease 3.00% - 7.50%	Current Healthcare Cost Trend Rates 4.00% - 8.50%	1% Increase 5.00% - 9.50%
Total OPEB Liability	\$ 51,912	\$ 63,789	\$ 79,175

TOWN OF MIAMI LAKES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2018

NOTE 10 - COMMITMENTS AND CONTINGENCIES

Agreement with Miami-Dade County for Local Police Patrol Services

Effective November 14, 2004, the Town executed an agreement with Miami-Dade County for local police patrol services provided by the County. Consideration for the services is based utilizing the actual costs of officers and equipment. Services are due on a quarterly basis in accordance with the Town's annual budget. The last payment of the fiscal year is adjusted to actual costs for the year. Additional payments are required for optional law enforcement services. On March 4, 2014, the Town approved a new contract expiring on November 13, 2019 and retroactive to November 13, 2012. The Town paid approximately \$8,000,000 to the County for local police patrol services during the fiscal year ended September 30, 2018.

Litigation

The Town is involved in several lawsuits incidental to its operations, the outcome of which, in the opinion of management and legal counsel, should not have a material adverse effect on the financial position of the Town.

The Town could be liable for some of the former Mayor's attorney fees and costs in defending his federal criminal charges for a demanded amount of approximately \$2,510,000. The Town's legal counsel and management feels that the outcome of this case is difficult to assess due to various factors including that there are other entities involved that may share the risk of an unfavorable outcome and that some of the criminal charges brought against the former Mayor were incurred out of the scope of his duty as Mayor of the Town, and therefore, not entitled to be reimbursed. The Town's legal counsel believes that the Town, in a worst case scenario, would only be liable for a portion of the former Mayor's legal costs, since the indictment included actions in performance of duties as the attorney for another municipality and the demanded amount for reimbursement is dependent upon a court determination. To date, the case was successfully defended in trial court, resulting in dismissal with prejudice. Although there is no certainty, management and legal counsel believe the Town has a fair chance of success in the appellate courts. The case is currently pending in the Third District Court of Appeal. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

Grants

The Town has ongoing major initiatives partially funded by grants that are subject to compliance requirements. Amounts received or receivable from grant agencies are subject to audit and adjustment by grantor agencies. Any disallowed claims, including amounts already collected may constitute a liability of the applicable funds. In the opinion of management, the Town has complied with grant requirements and future disallowances of grant expenditures, if any, would not have a material adverse effect on the Town's financial condition.

NOTE 11 - RISK MANAGEMENT

The Town is exposed to various risks of loss related to torts, theft of, damage to and destruction of assets, errors and omissions and natural disasters for which the Town carries commercial insurance. The Town also provides employee medical benefits through commercial insurance coverage. There were no reductions in insurance coverage from coverage in the prior year. Settled claims did not exceed coverage for the past three years.

TOWN OF MIAMI LAKES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2018

NOTE 12 - RESTATEMENT OF NET POSITION

The Town implemented GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions* (GASB 75). This standard replaces the requirements of GASB Statement No. 45 as it relates to governments that provide postemployment benefits other than pensions. GASB 75 requires governments providing defined benefit other postemployment benefits to recognize the long-term obligation for those benefits as a liability for the first time, and to more comprehensively and comparably measure the annual costs of other postemployment benefits. GASB 75 also enhances accountability and transparency through revised and new note disclosures and required supplementary information, including disclosing descriptive information about the types of benefits provided, how contributions to the plans are determined, and assumptions and methods used to calculate the liability. The implementation of GASB 75 resulted in a restatement of the governmental activities net position to report the Town's total OPEB liability for the postemployment health and life insurance program. Accordingly, net position has been restated as follows:

	Governmental Activities
Net position, September 30, 2017, as previously reported	\$ 34,770,500
Cumulative effect of adoption of GASB Statement No. 75	(56,549)
Net position September 30, 2017, as restated	\$ 34,713,951

The implementation of GASB 75 resulted in the Town recording a total OPEB liability of \$72,156. More detailed information regarding the Town's other post-employment benefits is included in Note 9.



**REQUIRED SUPPLEMENTARY
INFORMATION**

TOWN OF MIAMI LAKES, FLORIDA
BUDGETARY COMPARISON SCHEDULE
GENERAL FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2018

	Budgeted Amounts			Variance with Final Budget
	Original	Final	Actual	Positive (Negative)
Revenues:				
Ad valorem taxes	\$ 6,694,100	\$ 6,694,100	\$ 6,753,219	\$ 59,119
Utility taxes	3,309,213	3,309,213	3,064,537	(244,676)
Franchise fees	925,000	925,000	1,272,507	347,507
Communication service tax	1,294,000	1,294,000	1,209,860	(84,140)
Other taxes	160,000	160,000	165,394	5,394
Licenses and permits	407,835	407,835	281,820	(126,015)
Intergovernmental	3,217,100	3,217,100	3,205,108	(11,992)
Fines and forfeitures	200,000	200,000	193,841	(6,159)
Service charges	199,784	199,784	192,653	(7,131)
Investment income	62,000	62,000	57,734	(4,266)
Other	17,000	27,850	151,500	123,650
Total revenues	<u>16,486,032</u>	<u>16,496,882</u>	<u>16,548,173</u>	<u>51,291</u>
Expenditures:				
General government:				
Town council	537,599	554,799	507,664	47,135
Town administration and finance	3,237,046	3,182,563	2,553,967	628,596
Legal	230,000	330,000	321,686	8,314
Total general government	<u>4,004,645</u>	<u>4,067,362</u>	<u>3,383,317</u>	<u>684,045</u>
Public safety:				
Police	8,252,327	8,232,127	8,151,178	80,949
Zoning	120,532	120,532	114,519	6,013
Parks and recreation	3,232,446	3,210,221	2,997,204	213,017
Public works	1,102,685	1,105,185	962,574	142,611
Total expenditures	<u>16,712,635</u>	<u>16,735,427</u>	<u>15,608,792</u>	<u>1,126,635</u>
Excess (deficiency) of revenues over (under) expenditures	(226,603)	(238,545)	939,381	1,177,926
Other financing (uses):				
Transfers in	-	-	27,890	27,890
Transfers out	(273,397)	(306,897)	(262,210)	44,687
Total other financing sources (uses)	<u>(273,397)</u>	<u>(306,897)</u>	<u>(234,320)</u>	<u>72,577</u>
Excess (deficiency) of revenues over (under) expenditures and other financing (uses)	(500,000)	(545,442)	705,061	1,250,503
Fund balance appropriated	<u>500,000</u>	<u>545,442</u>	<u>-</u>	<u>(545,442)</u>
Net change in fund balance	-	-	705,061	705,061
Fund balance, beginning	<u>-</u>	<u>-</u>	<u>4,569,068</u>	<u>4,569,068</u>
Fund balance, ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 5,274,129</u>	<u>\$ 5,274,129</u>

See notes to budgetary comparison schedules

TOWN OF MIAMI LAKES, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES -
BUDGET AND ACTUAL - BUILDING DEPARTMENT FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2018

	Budgeted Amounts		Actual	Variance with
	Original	Final		Final Budget
				Positive (Negative)
Revenues:				
Permits and fees	\$ 2,896,700	\$ 2,896,700	\$ 2,631,622	\$ (265,078)
Investment income	15,000	15,000	56,570	41,570
Total revenues	<u>2,911,700</u>	<u>2,911,700</u>	<u>2,688,192</u>	<u>(223,508)</u>
Expenditures:				
Current:				
Building	4,376,591	4,373,591	1,873,185	2,500,406
Capital outlay	60,000	60,000	72,194	(12,194)
Total expenditures	<u>4,436,591</u>	<u>4,433,591</u>	<u>1,945,379</u>	<u>2,488,212</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(1,524,891)</u>	<u>(1,521,891)</u>	<u>742,813</u>	<u>2,264,704</u>
Other financing sources (uses)				
Transfers in	-	-	-	-
Transfers out	(40,852)	(43,852)	(40,982)	2,870
Total other financing sources (uses)	<u>(40,852)</u>	<u>(43,852)</u>	<u>(40,982)</u>	<u>2,870</u>
Excess (deficiency) of revenues over (under) expenditures and other financing (uses)	(1,565,743)	(1,565,743)	701,831	2,267,574
Fund balance appropriated	<u>1,565,743</u>	<u>1,565,743</u>	<u>-</u>	<u>(1,565,743)</u>
Net change in fund balance	-	-	701,831	701,831
Fund balance, beginning	-	-	1,826,879	1,826,879
Fund balance, ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,528,710</u>	<u>\$ 2,528,710</u>

See notes to budgetary comparison schedules

TOWN OF MIAMI LAKES, FLORIDA
NOTES TO BUDGETARY COMPARISON SCHEDULES
FISCAL YEAR ENDED SEPTEMBER 30, 2018

NOTE 1 – BUDGETARY INFORMATION

Annual budgets are adopted for all governmental funds, except the Disaster Fund, on a basis consistent with accounting principles generally accepted in the United States. The following procedures are used to establish the budgetary data reflected in the financial statements:

- a. Prior to July 30 of each year, the Town Manager submits to the Town Council a proposed operating budget for the fiscal year commencing the following October 1. The operating budget includes proposed expenditures and means of financing such expenditures.
- b. Public hearings are held to obtain tax payers comments.
- c. Prior to October 1, the budget is legally enacted through passage of an ordinance.
- d. The level of control at which expenditures may not exceed budget is at the departmental level. The Town Council approves these levels by passing an ordinance. Any revisions that alter the total expenditures of any appropriation center within a fund must be approved by the Town Council.

Excess of Expenditures Over Appropriations

For the year ended September 30, 2018, expenditures in the Debt Service Fund exceeded appropriations by \$13,187. These expenditures were covered by transfers from the General Fund.

TOWN OF MIAMI LAKES, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CHANGES IN TOTAL OPEB LIABILITY AND RELATED RATIOS
OTHER POST-EMPLOYMENT BENEFITS (OPEB)
SEPTEMBER 30, 2018

	2018
Total OPEB Liability	
Service cost	\$ 5,861
Interest	2,654
Changes of assumptions	(6,625)
Benefit payments	(10,257)
Net change in total OPEB liability	(8,367)
Total OPEB liability - beginning	72,156
Total OPEB liability - ending	\$ 63,789
Covered-employee payroll	\$ 3,387,103
Total OPEB liability as a percentage of covered-employee payroll	1.88%

Note: Schedule is intended to show information for 10 years. Additional years will be displayed as they become available.

TOWN OF MIAMI LAKES, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF THE TOWN'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY
FLORIDA RETIREMENT SYSTEM PENSION PLAN
LAST 5 FISCAL YEARS*

	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
The Town's proportion of the net pension liability	0.007624456%	0.006862616%	0.006556569%	0.006230023%	0.006870141%
The Town's proportionate share of the net pension liability	\$ 2,296,526	\$ 2,029,916	\$ 1,655,539	\$ 804,691	\$ 419,180
The Town's covered payroll	\$ 3,908,760	\$ 3,455,365	\$ 3,085,052	\$ 2,922,198	\$ 2,817,529
The Town's proportionate share of the net pension liability as a percentage of its covered payroll	58.75%	58.75%	53.66%	27.54%	14.88%
Plan fiduciary net position as a percentage of the total pension liability	84.26%	83.89%	84.88%	92.00%	96.09%

* The amounts presented for each fiscal year were determined as of 6/30 (measurement date of the collective net pension liability). The schedule is intended to show information for the last ten (10) fiscal years. Additional years will be displayed as they become available.

TOWN OF MIAMI LAKES, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF THE TOWN'S CONTRIBUTIONS
FLORIDA RETIREMENT SYSTEM PENSION PLAN
LAST 5 FISCAL YEARS*

	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
Contractually required contribution	\$ 265,449	\$ 222,786	\$ 191,426	\$ 187,579	\$ 188,515
Contributions in relation to the contractually required contribution	<u>\$ (265,449)</u>	<u>\$ (222,786)</u>	<u>\$ (191,426)</u>	<u>\$ (187,579)</u>	<u>\$ (188,515)</u>
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
The Town's covered payroll	\$ 3,947,898	\$ 3,489,915	\$ 3,115,864	\$ 2,951,715	\$ 2,845,986
Contributions as a percentage of covered payroll	6.72%	6.38%	6.14%	6.35%	6.62%

* The schedule is intended to show information for the last ten (10) fiscal years. Additional years will be displayed as they become available.

TOWN OF MIAMI LAKES, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF THE TOWN'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY
HEALTH INSURANCE SUBSIDY PENSION PLAN
LAST 5 FISCAL YEARS*

	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
The Town's proportion of the net pension liability	0.011956689%	0.010492759%	0.010380367%	0.009449186%	0.009533181%
The Town's proportionate share of the net pension liability	\$ 1,265,509	\$ 1,121,934	\$ 1,209,789	\$ 963,668	\$ 891,376
The Town's covered payroll	\$ 3,908,760	\$ 3,455,365	\$ 3,085,052	\$ 2,922,198	\$ 2,817,529
The Town's proportionate share of the net pension liability as a percentage of its covered payroll	32.38%	32.47%	39.21%	32.98%	31.64%
Plan fiduciary net position as a percentage of the total pension liability	2.15%	1.64%	0.97%	0.50%	0.99%

* The amounts presented for each fiscal year were determined as of 6/30 (measurement date of the collective net pension liability). The schedule is intended to show information for the last ten (10) fiscal years. Additional years will be displayed as they become available.

TOWN OF MIAMI LAKES, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF THE TOWN'S CONTRIBUTIONS
HEALTH INSURANCE SUBSIDY PENSION PLAN
LAST 5 FISCAL YEARS*

	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
Contractually required contribution	\$ 63,851	\$ 56,045	\$ 51,723	\$ 37,192	\$ 34,152
Contributions in relation to the contractually required contribution	<u>\$ (63,851)</u>	<u>\$ (56,045)</u>	<u>\$ (51,723)</u>	<u>\$ (37,192)</u>	<u>\$ (34,152)</u>
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
The Town's covered payroll	\$ 3,947,898	\$ 3,489,915	\$ 3,115,864	\$ 2,951,715	\$ 2,845,986
Contributions as a percentage of covered payroll	1.62%	1.61%	1.66%	1.26%	1.20%

* The schedule is intended to show information for the last ten (10) fiscal years. Additional years will be displayed as they become available.



COMBINING FINANCIAL STATEMENTS



NONMAJOR GOVERNMENTAL FUNDS

Special Revenue Fund

Special Revenue Fund - This fund is used to account for and report the receipts of local option fuel tax and county-shared fuel tax that are legally restricted for expenditures related to development, construction equipping, maintenance, operations or expansion of public transportation system, roads and bridges.

Impact Fees Fund – This fund accounts for both parks and public safety impact fees used to fund the cost of additional capital resources required to maintain and accommodate projected population growth due to new development.

Debt Service Fund

Debt Service Fund – This fund accounts for the payment of the current year's principal and interest requirements on the Special Obligation Bond issued for the Government Center; it is funded by the Electric Utility Tax revenues.

TOWN OF MIAMI LAKES, FLORIDA
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
SEPTEMBER 30, 2018

	Nonmajor Governmental Funds			Total Nonmajor Governmental Funds
	Special Revenue	Impact Fees	Debt Service	
<u>ASSETS</u>				
Cash and cash equivalents	\$ 66,804	\$ 145,851	\$ 2,000	\$ 214,655
Investments	509,690	1,019,599	-	1,529,289
Accounts receivables, net	513,843	9,148	239,289	762,280
Due from other funds	-	-	30,634	30,634
Restricted assets:				
Cash and cash equivalents	-	-	214,034	214,034
Investments	-	-	654,244	654,244
Total assets	<u>\$ 1,090,337</u>	<u>\$ 1,174,598</u>	<u>\$ 1,140,201</u>	<u>\$ 3,405,136</u>
<u>LIABILITIES</u>				
Accounts payable	\$ 143,947	\$ -	-	\$ 143,947
Accrued payroll and benefits	3,057	-	-	3,057
Due to other funds	-	-	239,289	239,289
Total liabilities	<u>147,004</u>	<u>-</u>	<u>239,289</u>	<u>386,293</u>
<u>FUND BALANCES</u>				
Restricted for:				
Debt service	-	-	900,912	900,912
Transit - CITT 20	220,146	-	-	220,146
Transportation - CITT 80	215,282	-	-	215,282
Transportation - Gas Tax	173,699	-	-	173,699
Developer contribution	300,000	-	-	300,000
Mobility	4,744	-	-	4,744
Tree removal	31,305	-	-	31,305
Impact fees:				
Public safety	-	121,531	-	121,531
Parks	-	1,053,067	-	1,053,067
Unassigned	(1,843)	-	-	(1,843)
Total fund balances	<u>943,333</u>	<u>1,174,598</u>	<u>900,912</u>	<u>3,018,843</u>
Total liabilities and fund balances	<u>\$ 1,090,337</u>	<u>\$ 1,174,598</u>	<u>\$ 1,140,201</u>	<u>\$ 3,405,136</u>

TOWN OF MIAMI LAKES, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN
FUND BALANCES - NONMAJOR GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2018

	Nonmajor Governmental Funds			Total Nonmajor Governmental Funds
	Special Revenue	Impact Fees	Debt Service	
Revenues:				
Utility taxes	\$ -	\$ -	\$ 368,071	\$ 368,071
Other taxes	404,010	-	-	404,010
Licenses and permits	128,946	-	-	128,946
Intergovernmental	1,288,227	-	-	1,288,227
Impact fees:				
Public safety	-	231,028	-	231,028
Parks	-	988,877	-	988,877
Investment income	12,093	36,872	13,550	62,515
Developers contributions	-	-	-	-
Other	7,984	-	179,304	187,288
Total revenues	<u>1,841,260</u>	<u>1,256,777</u>	<u>560,925</u>	<u>3,658,962</u>
Expenditures:				
Current:				
Transportation	1,342,816	-	16,737	1,359,553
Debt service:				
Principal	-	-	-	-
Interest	-	-	548,499	548,499
Total expenditures	<u>1,342,816</u>	<u>-</u>	<u>565,236</u>	<u>1,908,052</u>
Excess of revenues over expenditures	<u>498,444</u>	<u>1,256,777</u>	<u>(4,311)</u>	<u>1,750,910</u>
Other financing sources (uses)				
Transfers in	-	-	16,737	16,737
Transfers out	<u>(1,034,790)</u>	<u>(433,412)</u>	<u>-</u>	<u>(1,468,202)</u>
Total other financing sources (uses)	<u>(1,034,790)</u>	<u>(433,412)</u>	<u>16,737</u>	<u>(1,451,465)</u>
Net change in fund balances	(536,346)	823,365	12,426	299,445
Fund balances, beginning	<u>1,479,679</u>	<u>351,233</u>	<u>888,486</u>	<u>2,719,398</u>
Fund balances, ending	<u>\$ 943,333</u>	<u>\$ 1,174,598</u>	<u>\$ 900,912</u>	<u>\$ 3,018,843</u>



**SCHEDULE OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCE –
BUDGET TO ACTUAL**

TOWN OF MIAMI LAKES, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES -
BUDGET AND ACTUAL - SPECIAL REVENUE FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2018

	Budgeted Amounts			Variance with Final Budget
	Original	Final	Actual	Positive (Negative)
Revenues:				
Gas tax 6 cents	\$ 373,572	\$ 373,572	\$ 404,010	\$ 30,438
CITT transit sales tax 20%	240,000	240,000	257,645	17,645
CITT transportation sales tax 80%	975,000	975,000	1,030,582	55,582
Tree program	-	-	31,330	31,330
Mobility	382,252	382,252	97,616	(284,636)
Investment income	4,500	4,500	12,093	7,593
Other	-	-	7,984	7,984
Total revenues	<u>1,975,324</u>	<u>1,975,324</u>	<u>1,841,260</u>	<u>(134,064)</u>
Expenditures:				
Current:				
Transportation	974,117	978,812	941,016	37,796
Transit	498,877	498,877	323,062	175,815
Mobility	-	80,940	78,738	2,202
Contingency	577,908	474,860	-	474,860
Capital outlay:				
Transportation	-	112,025	-	112,025
Total expenditures	<u>2,050,902</u>	<u>2,145,514</u>	<u>1,342,816</u>	<u>802,698</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(75,578)</u>	<u>(170,190)</u>	<u>498,444</u>	<u>668,634</u>
Other financing sources (uses)				
Transfers in	-	-	-	-
Transfers out	(1,125,000)	(1,147,108)	(1,034,790)	112,318
Total other financing sources (uses)	<u>(1,125,000)</u>	<u>(1,147,108)</u>	<u>(1,034,790)</u>	<u>112,318</u>
Excess (deficiency) of revenues over (under) expenditures and other financing (uses)	<u>(1,200,578)</u>	<u>(1,317,298)</u>	<u>(536,346)</u>	<u>780,952</u>
Fund balance appropriated	<u>1,200,578</u>	<u>1,317,298</u>	<u>-</u>	<u>(1,317,298)</u>
Net change in fund balance	-	-	(536,346)	(536,346)
Fund balance, beginning	-	-	1,479,679	1,479,679
Fund balance, ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 943,333</u>	<u>\$ 943,333</u>

TOWN OF MIAMI LAKES, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES -
BUDGET AND ACTUAL - SPECIAL REVENUE FUND-IMPACT FEES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2018

	Budgeted Amounts			Variance with
	Original	Final	Actual	Final Budget Positive (Negative)
Revenues:				
Impact Fees				
Public safety	\$ 470,054	\$ 470,054	\$ 231,028	\$ (239,026)
Parks	1,674,201	1,674,201	988,877	(685,324)
Transportation / public works	408,069	641,934	-	(641,934)
Investment income	5,000	5,000	36,872	31,872
Total revenues	<u>2,557,324</u>	<u>2,791,189</u>	<u>1,256,777</u>	<u>(1,534,412)</u>
Expenditures:				
Current:				
Public safety	254,473	107,388	-	107,388
Parks	1,611,936	1,573,936	-	1,573,936
Capital outlay - public safety	200,000	200,000	-	200,000
Total expenditures	<u>2,066,409</u>	<u>1,881,324</u>	<u>-</u>	<u>1,881,324</u>
Excess (deficiency) of revenues over (under) expenditures	490,915	909,865	1,256,777	346,912
Other financing (uses):				
Transfers out	(1,463,934)	(1,882,884)	(433,412)	1,449,472
Excess (deficiency) of revenues over (under) expenditures and other financing (uses)	(973,019)	(973,019)	823,365	1,796,384
Fund balance appropriated	973,019	973,019	-	(973,019)
Net change in fund balance	-	-	823,365	823,365
Fund balance, beginning	-	-	351,233	351,233
Fund balance, ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,174,598</u>	<u>\$ 1,174,598</u>

TOWN OF MIAMI LAKES, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES -
BUDGET AND ACTUAL - DEBT SERVICE FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2018

	<u>Budgeted Amounts</u>			<u>Variance with</u>
	<u>Original</u>	<u>Final</u>	<u>Actual</u>	<u>Final Budget</u> <u>Positive</u> <u>(Negative)</u>
Revenues:				
Electric utility taxes	\$ 373,321	\$ 373,321	\$ 368,071	\$ (5,250)
Investment income	-	-	13,550	13,550
Other	178,728	178,728	179,304	576
Total revenues	<u>552,049</u>	<u>552,049</u>	<u>560,925</u>	<u>8,876</u>
Expenditures:				
Current:				
Transportation	3,550	3,550	16,737	(13,187)
Interest	548,499	548,499	548,499	-
Total expenditures	<u>552,049</u>	<u>552,049</u>	<u>565,236</u>	<u>(13,187)</u>
Excess (deficiency) of revenues over (under) expenditures	-	-	(4,311)	(4,311)
Other financing sources (uses):				
Transfers in	-	-	16,737	16,737
Transfers out	-	-	-	-
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>16,737</u>	<u>16,737</u>
Excess (deficiency) of revenues over (under) expenditures and other financing sources (uses)	-	-	12,426	12,426
Fund balance appropriated	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net change in fund balance	-	-	12,426	12,426
Fund balance, beginning	<u>-</u>	<u>-</u>	<u>888,486</u>	<u>888,486</u>
Fund balance, ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 900,912</u>	<u>\$ 900,912</u>

TOWN OF MIAMI LAKES, FLORIDA
SCHEDULES OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES -
BUDGET AND ACTUAL - CAPITAL PROJECTS FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2018

	<u>Budgeted Amounts</u>			<u>Variance with</u>
	<u>Original</u>	<u>Final</u>	<u>Actual</u>	<u>Final Budget</u>
				<u>Positive</u>
				<u>(Negative)</u>
Revenues:				
Gas tax 3 cents	\$ 144,833	\$ 144,833	\$ 155,025	\$ 10,192
Intergovernmental	2,389,300	3,202,025	87,395	(3,114,630)
Investment income	25,000	25,000	42,715	17,715
Other	-	-	293	293
Total revenues	<u>2,559,133</u>	<u>3,371,858</u>	<u>285,428</u>	<u>(3,086,430)</u>
Expenditures:				
Current:				
Transportation / public works	123,920	11,426	8,904	2,522
Parks and recreation	-	59,868	126,011	(66,143)
Capital outlay:				
Drainage improvements	1,975,440	2,358,404	1,286,661	1,071,743
Transportation improvements	4,227,281	5,014,845	1,591,672	3,423,173
Parks and recreation	1,430,000	1,925,901	358,664	1,567,237
Facilities and equipment	175,000	285,835	255,964	29,871
Total expenditures	<u>7,931,641</u>	<u>9,656,279</u>	<u>3,627,876</u>	<u>6,028,403</u>
(Deficiency) of revenues (under) expenditures	(5,372,508)	(6,284,421)	(3,342,448)	2,941,973
Other financing sources (uses)				
Transfers in	2,738,934	3,179,992	1,615,442	(1,564,550)
Transfers out	-	-	(3,249)	(3,249)
Total other financing sources (uses)	<u>2,738,934</u>	<u>3,179,992</u>	<u>1,612,193</u>	<u>(1,567,799)</u>
Excess (deficiency) of revenues over (under) expenditures and other financing sources (uses)	(2,633,574)	(3,104,429)	(1,730,255)	1,374,174
Fund balance appropriated	<u>2,633,574</u>	<u>3,104,429</u>	<u>-</u>	<u>(3,104,429)</u>
Net change in fund balance	-	-	(1,730,255)	(1,730,255)
Fund balance, beginning	-	-	3,104,429	3,104,429
Fund balance, ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,374,174</u>	<u>\$ 1,374,174</u>



STATISTICAL SECTION

TOWN OF MIAMI LAKES, FLORIDA
STATISTICAL SECTION

This part of the Town of Miami Lake's comprehensive annual financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the government's overall financial health.

<u>Contents</u>	<u>Page</u>
Financial Trends	63-67
<i>These schedules contain trend information to help the reader understand how the government's financial performance and well-being have changed over time.</i>	
Revenue Capacity	68-72
<i>These schedules contain information to help the reader assess the government's most significant local revenue source, the property tax.</i>	
Debt Capacity	73-74
<i>These schedules present information to help the reader assess the affordability of the government's current levels of outstanding debt and the government's ability to issue additional debt in the future.</i>	
Demographic and Economic Information	75-76
<i>These schedules offer demographic and economic indicators to help the reader understand the environment within which the government's financial activities take place.</i>	
Operating Information and Insurance in Force	77-80
<i>These schedules contain service and infrastructure data to help the reader understand how the information in the government's financial report relates to the services the government provides and the activities it performs.</i>	

Sources: Unless otherwise noted, the information in these schedules is derived from the comprehensive annual financial reports for the relevant year.

TOWN OF MIAMI LAKES, FLORIDA
FINANCIAL TRENDS
NET POSITION BY COMPONENT
LAST TEN YEARS

	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
Governmental activities:										
Net investment in capital assets	\$ 16,263,340	\$ 16,025,495	\$ 18,197,702	\$ 20,557,318	\$ 21,814,437	\$ 22,471,538	\$ 23,189,174	\$ 24,384,954	\$ 25,025,518	\$ 25,989,505
Restricted	1,218,698	2,776,914	8,041,104	6,588,938	5,021,979	4,750,852	5,374,581	4,316,340	6,815,901	6,923,570
Unrestricted	8,159,280	9,644,228	6,230,900	5,883,351	6,797,024	7,228,689	3,794,639	3,497,638	2,929,081	2,527,265
Total governmental activities net position	\$ 25,641,318	\$ 28,446,637	\$ 32,469,706	\$ 33,029,607	\$ 33,633,440	\$ 34,451,079	\$ 32,358,394	\$ 32,198,932	\$ 34,770,500	\$ 35,440,340
Business-type activities:										
Net investment in capital assets	\$ 4,195,548	\$ 4,167,647	\$ 4,086,787	\$ 4,734,099	\$ 6,486,581	\$ 7,092,272	\$ 7,641,072	\$ 8,865,688	\$ 9,743,318	\$ 10,777,658
Restricted	-	-	-	-	-	-	-	-	-	-
Unrestricted	1,574,095	1,998,079	899,610	410,351	380,542	648,868	221,981	571,384	420,691	206,814
Total business-type activities net position	\$ 5,769,643	\$ 6,165,726	\$ 4,986,397	\$ 5,144,450	\$ 6,867,123	\$ 7,741,140	\$ 7,863,053	\$ 9,437,072	\$ 10,164,009	\$ 10,984,472
Primary government										
Net investment in capital assets	\$ 20,458,888	\$ 20,193,142	\$ 22,284,489	\$ 25,291,417	\$ 28,301,018	\$ 29,563,810	\$ 30,830,246	\$ 33,250,642	\$ 34,768,836	\$ 36,767,163
Restricted	1,218,698	2,776,914	8,041,104	6,588,938	5,021,979	4,750,852	5,374,581	4,316,340	6,815,901	6,923,570
Unrestricted	9,733,375	11,692,307	7,130,510	6,293,702	7,177,566	7,877,557	4,016,620	4,069,022	3,349,772	2,734,079
Total primary government net position	\$ 31,410,961	\$ 34,662,363	\$ 37,456,103	\$ 38,174,057	\$ 40,500,563	\$ 42,192,219	\$ 40,221,447	\$ 41,636,004	\$ 44,934,509	\$ 46,424,812

TOWN OF MIAMI LAKES, FLORIDA
FINANCIAL TRENDS
CHANGES IN NET POSITION
LAST TEN YEARS

	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Expenses										
Governmental activities:										
General government	\$ 3,020,796	\$ 2,648,569	\$ 4,006,694	\$ 3,241,018	\$ 3,505,665	\$ 3,359,809	\$ 4,504,066	\$ 5,466,296	\$ 5,918,945	\$ 5,439,496
Public safety	6,619,819	6,654,020	6,566,778	6,234,271	6,287,319	6,365,715	7,972,810	8,014,737	9,640,653	10,202,073
Parks and recreation	2,571,167	3,019,126	2,667,382	2,798,627	2,703,496	3,051,793	3,306,152	3,481,695	4,772,220	6,405,543
Public works	2,178,162	1,288,942	1,746,804	2,353,479	2,831,483	2,527,545	2,691,114	2,631,509	2,624,862	2,883,959
Comprehensive planning	1,808,535	1,634,827	1,452,701	1,636,965	1,622,645	1,679,697	-	-	-	-
Physical environment	-	-	-	-	-	-	4,307	-	-	-
Interest expense	19,456	14,971	260,156	561,402	528,383	603,123	600,247	654,998	596,942	551,077
Non-departmental	-	-	-	-	-	-	-	-	-	-
Total governmental activities expenses	16,217,935	15,260,455	16,700,515	16,825,762	17,478,991	17,587,682	19,078,696	20,249,235	23,553,622	25,482,148
Business-type activities:										
Stormwater utilities	893,472	686,953	630,757	892,995	877,397	783,596	1,033,870	818,380	937,656	1,369,005
Total business-type activities expenses	893,472	686,953	630,757	892,995	877,397	783,596	1,033,870	818,380	937,656	1,369,005
Total primary government expenses	17,111,407	15,947,408	17,331,272	17,718,757	18,356,388	18,371,278	20,112,566	21,067,615	24,491,278	26,851,153
Program Revenues										
Governmental activities:										
Charges for services:										
General government	158,677	20,252	109,411	229,955	181,927	251,688	926,044	13,079	14,004	23,550
Public safety	305,409	257,927	277,300	215,183	324,720	536,168	318,413	2,046,763	3,869,723	3,327,193
Parks and recreation	-	-	-	7,085	11,705	43,139	85,024	131,628	1,146,389	1,129,490
Public works	-	-	-	-	-	-	304,848	719,774	49,342	168,554
Comprehensive planning	811,904	1,098,041	1,063,299	1,064,408	1,003,083	1,197,885	-	-	-	-
Operating grants and contributions	1,274,011	205,390	655,345	564,774	178,071	3,392	70,759	2,075,665	2,816,820	2,955,170
Capital grants and contributions	1,298,299	312,500	2,023,000	-	1,978,459	36,655	259,538	442,691	50,348	-
Total governmental activities program revenues	3,848,300	1,894,110	4,128,355	2,081,405	3,677,965	2,068,927	1,964,626	5,429,600	7,946,626	7,603,957
Business-type activities:										
Charges for services:										
Stormwater Utility	992,577	983,278	1,011,821	978,961	970,188	850,864	942,089	953,982	1,034,314	1,043,899
Operating Grants and contributions	-	-	-	-	-	-	-	-	1,052,142	1,286,662
Total business-type activities program revenues	992,577	983,278	1,011,821	978,961	970,188	850,864	942,089	953,982	2,086,456	2,330,561
Total primary government program revenues	\$ 4,840,877	\$ 2,877,388	\$ 5,140,176	\$ 3,060,366	\$ 4,648,153	\$ 2,919,791	\$ 2,906,715	\$ 6,383,582	\$ 10,033,082	\$ 9,934,518

TOWN OF MIAMI LAKES, FLORIDA
FINANCIAL TRENDS
CHANGES IN NET POSITION (CONTINUED)
LAST TEN YEARS

	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Net (Expense) Revenue										
Governmental activities	\$ (12,369,635)	\$ (13,366,344)	\$ (12,572,160)	\$ (14,744,356)	\$ (13,801,027)	\$ (15,518,755)	\$ (17,114,070)	\$ (14,819,635)	\$ (15,606,996)	\$ (17,878,191)
Business-type activities	99,105	296,325	381,064	85,966	92,791	67,268	(91,781)	135,602	1,148,800	961,556
Total primary government net expense	(12,270,530)	(13,070,019)	(12,191,096)	(14,658,390)	(13,708,236)	(15,451,487)	(17,205,851)	(14,684,033)	(14,458,196)	(16,916,635)
General Revenues and Other Changes in Net Position										
Governmental activities:										
Taxes:										
Property taxes	7,433,753	6,572,134	5,660,784	5,441,776	5,432,333	5,525,235	5,784,851	5,967,817	6,267,177	6,753,219
Utility service taxes	2,560,676	2,730,389	2,802,104	2,845,651	3,016,183	3,254,550	3,230,117	3,297,894	3,407,508	3,432,608
Communication services tax	1,776,558	1,560,902	1,422,508	1,348,756	1,366,853	1,937,765	1,377,736	1,245,617	1,166,035	1,209,860
Franchise taxes	1,967,915	2,008,171	1,444,179	1,673,746	1,550,625	1,147,889	1,160,066	1,179,362	925,699	1,272,507
Other taxes							713,520	702,897	716,927	724,429
Intergovernmental not restricted to specific programs	3,402,916	3,330,153	3,595,274	4,167,906	4,565,197	4,596,066	4,202,536	4,307,731	4,323,130	4,493,335
Investment and miscellaneous income	82,981	106,006	54,466	80,198	103,153	99,441	83,792	77,678	136,894	219,534
Gain (loss) on disposal	-	-	-	-	-	-	-	(17,084)	-	-
Special Items/Other income	-	-	-	-	-	797,614	264,769	272,221	766,227	348,459
Transfers	(656,733)	(86,092)	1,565,914	(70,776)	(1,629,485)	(804,131)	(251,946)	(1,267,755)	468,967	150,629
Total governmental activities	16,568,066	16,221,663	16,545,229	15,487,257	14,404,859	16,554,429	16,565,441	15,766,378	18,178,564	18,604,580
Business-type activities:										
General Revenues										
Investment income	25,174	13,666	5,521	1,311	397	2,618	32,138	39,094	47,104	8,276
Capital contributions	-	-	-	-	-	-	-	-	-	-
Investment and miscellaneous income	-	-	-	-	1,629,485	-	-	-	-	1,260
Transfers	656,733	86,092	(1,565,914)	70,776	-	804,131	251,946	1,267,755	(468,967)	(150,629)
Total business-type activities	681,907	99,758	(1,560,393)	72,087	1,629,882	806,749	284,084	1,306,849	(421,863)	(141,093)
Total primary government	17,249,973	16,321,421	14,984,836	15,559,344	16,034,741	17,361,178	16,849,525	17,073,227	17,756,701	18,463,487
Change in Net Position										
Governmental activities	4,198,431	2,855,319	3,973,069	742,901	603,832	1,035,674	(548,629)	946,743	2,571,568	726,389
Business-type activities	781,012	396,083	(1,179,329)	158,053	1,722,673	874,017	192,303	1,442,451	726,937	820,463
Total primary government	\$ 4,979,443	\$ 3,251,402	\$ 2,793,740	\$ 900,954	\$ 2,326,505	\$ 1,909,691	\$ (356,326)	\$ 2,389,194	\$ 3,298,505	\$ 1,546,852

TOWN OF MIAMI LAKES, FLORIDA
FINANCIAL TRENDS
FUND BALANCES OF GOVERNMENTAL FUNDS
LAST TEN YEARS

	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
General Fund										
Non Spendable	\$ -	\$ -	\$ -	\$ 27,798	\$ 95,039	\$ 118,803	\$ 153,892	\$ 222,531	\$ 220,012	\$ 225,260
Restricted	31,361	549,214	28,283	33,735	-	-	-	-	-	-
Unassigned	8,225,450	9,259,782	8,361,930	3,936,392	4,088,844	4,776,905	4,412,605	4,553,946	4,349,056	5,048,869
Total General Fund	\$ 8,256,811	\$ 9,808,996	\$ 8,390,213	\$ 3,997,925	\$ 4,183,883	\$ 4,895,708	\$ 4,566,497	\$ 4,776,477	\$ 4,569,068	\$ 5,274,129
All Other Governmental Funds										
Non Spendable	\$ -	\$ -	\$ -	\$ -	\$ 33,452	\$ 25,862	\$ 24,781	\$ -	\$ 430	\$ -
<i>Restricted, reported in:</i>										
Special Revenue Fund	-	-	1,087,962	1,011,206	3,630,535	727,446	914,553	1,571,737	1,481,522	945,176
Capital Projects Fund	-	-	2,358,772	2,535,947	-	2,942,843	3,553,535	1,831,041	2,267,781	1,374,174
Town Government Center	-	-	3,665,450	2,131,416	1,296,471	-	-	-	-	-
Roadway Improvement	-	-	-	-	8,700	8,700	-	-	-	-
Debt Service Fund	-	-	900,637	876,634	909,899	1,071,863	906,493	875,282	888,486	900,912
Impact Fee Fund (Public Safety & Parks)	-	-	-	-	-	-	-	38,280	351,233	1,174,598
Building Department Fund	-	-	-	-	-	-	-	-	1,826,879	2,528,710
<i>Assigned, reported in:</i>										
Special Revenue Fund	773,156	1,024,130	-	-	-	-	-	-	-	-
Capital Projects Fund	414,182	1,728,570	2,322,592	5,392,655	3,974,673	3,566,111	1,961,499	786,094	836,648	-
Unassigned	-	-	-	-	-	-	-	-	(2,273)	(1,843)
Total all other governmental funds	\$ 1,187,338	\$ 2,752,700	\$ 10,335,413	\$ 11,947,858	\$ 9,853,730	\$ 8,342,825	\$ 7,360,861	\$ 5,102,434	\$ 7,650,706	\$ 6,921,727

TOWN OF MIAMI LAKES, FLORIDA
FINANCIAL TRENDS
CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS

	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Revenues										
Ad valorem taxes	\$ 7,433,753	\$ 6,572,134	5,660,784	\$ 5,441,776	\$ 5,432,333	\$ 5,525,235	\$ 5,784,851	\$ 5,967,817	\$ 6,267,177	\$ 6,753,219
Utility taxes	2,560,676	2,730,389	2,802,104	2,845,651	3,016,184	3,254,550	3,230,117	3,297,894	3,407,508	3,432,608
Franchise fees	1,967,915	2,008,171	1,444,179	1,673,746	1,550,625	1,147,889	1,160,066	1,179,362	925,699	1,272,507
Communication service tax	1,776,558	1,560,902	1,422,508	1,348,756	1,366,853	1,937,765	1,377,736	1,245,617	1,166,035	1,209,860
Licenses and permits	811,904	1,098,041	1,063,299	1,064,408	1,003,083	1,197,885	1,188,917	2,385,033	3,469,773	3,042,388
Intergovernmental	5,975,226	3,848,044	4,334,874	4,924,656	6,905,351	4,813,430	4,532,833	4,797,353	6,890,298	7,448,505
Impact fees	-	-	-	-	-	-	-	70,092	1,201,429	1,219,905
Fines and forfeitures	305,395	257,927	277,300	215,183	324,720	536,168	312,466	274,594	224,887	193,841
Service charges	-	-	-	-	-	-	-	-	183,369	192,653
Others	162,945	61,702	32,988	58,545	10,008	915,125	1,111,235	1,156,643	1,483,154	1,072,888
Investment income	78,727	64,557	46,636	66,720	103,150	99,441	83,792	77,678	136,894	219,534
Developers contributions	-	-	-	-	-	-	-	2,028,734	300,000	-
Total Revenues	21,073,099	18,201,867	17,084,672	17,639,441	19,712,307	19,427,488	18,782,013	22,480,817	25,656,223	26,057,908
Expenditures										
General government:										
Town Council	206,114	191,879	805,975	404,915	427,733	354,820	628,992	516,371	536,680	507,664
Town Administration and Finance	2,207,613	2,003,924	2,483,915	2,420,844	2,367,698	2,212,155	2,645,746	3,775,637	4,272,614	2,419,721
Legal	669,680	469,724	475,202	458,525	292,506	268,987	639,785	410,545	559,652	321,686
Total general government	3,083,407	2,665,527	3,765,092	3,284,284	3,087,937	2,835,962	3,914,523	4,702,553	5,368,946	3,249,071
Public safety	6,534,646	6,554,129	6,558,600	6,234,271	6,306,601	6,350,819	7,973,823	7,917,265	8,092,524	10,173,706
Parks and recreation	2,320,385	2,272,225	2,194,546	2,248,811	2,183,242	2,495,685	2,721,909	2,826,779	4,140,497	5,764,672
Public works/transportation	1,958,909	1,170,545	1,469,459	2,018,943	2,485,634	2,175,948	2,345,948	2,255,619	2,254,540	2,441,236
Comprehensive planning	1,802,792	1,619,772	1,456,088	1,439,318	1,635,458	1,679,697	-	-	-	-
Debt service:										
Principal	119,238	123,724	128,379	201,663	-	100,000	105,000	1,750,050	104,980	150,845
Interest	19,456	14,971	251,046	551,948	549,039	599,573	600,247	654,998	596,942	551,077
Cost of issuance	-	-	-	-	53,650	-	-	-	-	-
Non departmental	-	-	242,260	-	-	-	2,406	-	-	-
Capital outlay	3,208,969	663,427	3,743,887	5,140,046	7,442,013	3,988,884	3,355,986	4,483,437	2,899,836	3,619,695
Total Expenditures	19,047,802	15,084,320	19,809,357	21,119,284	23,743,574	20,226,568	21,019,842	24,590,701	23,458,265	25,950,302
Other Financing Sources (Uses)										
Proceeds from debt issuance	-	-	7,329,999	-	1,855,000	-	-	-	-	-
Discount on debt issued	-	-	(41,384)	-	-	-	-	-	-	-
Transfer in	-	853,158	3,025,816	4,826,300	1,277,865	1,768,223	1,974,371	2,684,153	3,424,979	1,660,069
Transfer out	-	(853,158)	(1,425,816)	(4,126,300)	(1,009,768)	(1,768,223)	(1,474,371)	(2,684,153)	(3,282,074)	(1,791,593)
Total Other Financing Sources (Uses)	-	-	8,888,615	700,000	2,123,097	-	500,000	-	142,905	(131,524)
Net change in fund balance	\$ 2,025,297	\$ 3,117,547	\$ 6,163,930	\$ (2,779,843)	\$ (1,908,170)	\$ (799,080)	\$ (1,737,829)	\$ (2,109,884)	\$ 2,340,863	\$ (23,918)
Ratio of total debt service to noncapital expenditures	0.88%	0.96%	2.36%	4.72%	3.37%	4.31%	3.99%	11.96%	3.41%	3.14%

TOWN OF MIAMI LAKES, FLORIDA
 REVENUE CAPACITY
 GOVERNMENTAL ACTIVITIES TAX REVENUES BY SOURCE
 LAST TEN YEARS
 (IN THOUSANDS)

<u>Fiscal year</u>	<u>Property Tax</u>	<u>Utility Service Tax</u>	<u>Communication Service Tax</u>	<u>Franchise fees</u>	<u>Total</u>
2009	7,434	2,561	1,777	1,968	13,740
2010	6,572	2,730	1,561	2,008	12,871
2011	5,661	2,802	1,423	1,444	11,330
2012	5,442	2,846	1,349	1,674	11,311
2013	5,432	3,016	1,367	1,551	11,366
2014	5,525	3,255	1,938	1,148	11,866
2015	5,785	3,230	1,378	1,160	11,553
2016	5,968	3,297	1,246	1,179	11,690
2017	6,267	3,407	1,166	926	11,766
2018	6,753	3,065	1,210	1,273	12,301

TOWN OF MIAMI LAKES, FLORIDA
 REVENUE CAPACITY
 ASSESSED VALUE AND ESTIMATED ACTUAL VALUE OF TAXABLE PROPERTY
 LAST TEN YEARS
 (IN THOUSANDS)

Calendar Year Ended December 31,	Real Property				Billions	Exemptions (a)				
	Residential Property	Commercial/ Industrial Property	Government/ Institutional Property	Personal Property	Total Actual & Just Value of Taxable Property	Real Property - Amendment 10 Excluded Value (b)	Real Property - Other Exemptions	Personal Property	Total Taxable Assessed Value	Total Direct Tax Rate
2009	2,514,939	1,137,015	258,583	210,860	4,121,397	710,177	623,209	20,938	2,767,073	2.4470
2010	1,938,070	1,004,656	254,679	200,606	3,398,011	226,222	699,371	20,921	2,451,497	2.3702
2011	1,903,646	1,032,709	258,263	194,083	3,388,701	209,587	690,396	19,733	2,468,985	2.3518
2012	1,874,949	1,042,206	256,502	191,859	3,365,516	167,191	511,365	14,560	2,672,400	2.3518
2013	1,907,261	1,042,902	250,187	201,117	3,401,467	282,618	604,260	17,619	2,496,970	2.3518
2014	2,137,641	1,058,802	267,240	185,585	3,649,268	454,180	602,557	18,893	2,573,638	2.3518
2015	2,388,913	1,058,745	271,135	180,874	3,899,667	628,869	611,211	18,311	2,641,276	2.3518
2016	2,577,848	1,110,765	299,061	190,323	4,177,997	749,453	630,582	18,649	2,779,313	2.3518
2017	2,702,800	1,211,433	312,785	185,169	4,412,187	710,706	691,978	19,289	2,990,214	2.3353
*2018	2,967,691	1,267,738	315,000	189,492	4,739,921	N/A	N/A	N/A	3,213,878	2.3353

NOTES:

* 2018 - Based on preliminary values as final values are NOT yet available.

** Property in the Town is reassessed each year. Property is assessed at actual market value. Tax rates are per \$1,000 of assessed value.

*** Source: Miami-Dade County Property Appraiser

**** N/A - Information not available as of the issuance of this report

TOWN OF MIAMI LAKES, FLORIDA
 REVENUE CAPACITY
 PROPERTY TAX RATES - DIRECT AND OVERLAPPING GOVERNMENTS
 LAST TEN YEARS
 (PER \$1,000 OF ASSESSED VALUE)

<u>Fiscal Year</u>	<u>Direct Rate</u>	<u>Overlapping Rates:</u>			<u>State Rates</u>							<u>Total Direct & Overlapping Rates</u>
	<u>Town of Miami Lakes Operating Millage</u>	<u>Miami-Dade Countywide Operating</u>	<u>Miami-Dade Fire & Rescue Service District</u>	<u>Miami-Dade School Board</u>	<u>Public Library</u>	<u>County Debt Service</u>	<u>Children's Trust</u>	<u>Water Management District</u>	<u>Environmental Projects</u>	<u>Florida Inland Navigation District</u>		
2009	2.4800	4.8379	2.2271	7.7970	0.3822	0.2850	0.4212	0.5346	0.0894	0.0345	19.0889	
2010	2.4470	4.8379	2.2271	7.9950	0.3822	0.2850	0.5000	0.5346	0.0894	0.0345	19.3327	
2011	2.3702	5.4275	2.5953	8.2490	0.3500	0.4450	0.5000	0.5346	0.0894	0.0345	20.5955	
2012	2.3518	4.7035	2.4627	7.7650	0.1725	0.5180	0.5000	0.3676	0.0613	0.0345	18.9369	
2013	2.3518	4.7035	2.4623	7.6440	0.1725	0.7550	0.5000	0.3523	0.0587	0.0345	19.0346	
2014	2.3518	4.7035	2.4496	7.9770	0.1725	0.4220	0.5000	0.3583	0.0587	0.0345	19.0279	
2015	2.3518	4.6669	2.4207	7.9740	0.2840	0.4500	0.5000	0.1577	0.0548	0.0345	18.8944	
2016	2.3518	4.6669	2.4293	7.6120	0.2840	0.4500	0.5000	0.1459	0.0506	0.0320	18.5225	
2017	2.3353	4.6669	2.4282	7.3220	0.2840	0.4000	0.5000	0.1359	0.0471	0.0320	18.1514	
2018	2.3353	4.6669	2.4282	6.9940	0.2840	0.4000	0.4673	0.1275	0.0441	0.0320	17.7793	

Source: Miami-Dade County, Finance Department, Tax Collector's Division.

TOWN OF MIAMI LAKES, FLORIDA
REVENUE CAPACITY
PRINCIPAL PROPERTY TAX PAYERS
CURRENT YEAR AND NINE YEARS AGO
(IN THOUSANDS)

<u>Taxpayer</u>	2018			2009		
	Taxable Assessed Value	Rank	Percentage of Total Town Taxable Assessed Value	Taxable Assessed Value	Rank	Percentage of Total Town Taxable Assessed Value
THE GRAHAM COMPANIES	\$ 381,095	1	11.86%	\$ 318,069	1	11.49%
SENGRA DEV CORP	123,033	2	3.83%	123,033	2	4.45%
LENNAR HOMES LLC	63,659	3	1.98%			
FLORIDA POWER & LIGHT COMPANY	26,695	4	0.83%	26,677	3	0.96%
CATERPILLAR TRACTOR CO	23,161	5	0.72%	17,850	4	0.65%
ROYAL OAKS PLAZA INC	22,000	6	0.68%	22,000	5	0.80%
MIAMI LAKE AM LLC	19,773	7	0.62%			
MIAMI LAKES COUNTRY CLUB INC	18,424	8	0.57%	18,424	6	0.67%
CORDIS CORPORATION	18,253	9	0.57%	37,801	7	1.37%
COSTCO WHOLESALE CORP	14,600	10	0.45%	14,600	8	0.53%
CAP EAST ASSOCIATES				21,950	9	0.79%
KIMCO AUTOFUND LP				17,567	10	0.63%
Total	710,693		22.11%	617,972		22.33%
Total Taxable Assessed Value (in thousands)	\$ 3,213,878			\$ 2,767,073		

Source: Miami-Dade County Property Appraiser

TOWN OF MIAMI LAKES, FLORIDA
REVENUE CAPACITY
PROPERTY TAX LEVIES AND COLLECTIONS
LAST TEN FISCAL YEARAS
(IN THOUSANDS)

Fiscal Year ended September 30,	Taxes Levied for the Fiscal Year	Collected within the Fiscal Year of the Levy		Collections in Subsequent Years	Total Collections To Date	
		Net Amount Levied	Percentage of Levy		Amount	Percentage of Levy
2009	7,840	7,384	94.19%	50	7,434	94.82%
2010	6,771	6,414	94.73%	56	6,470	95.55%
2011	6,060	5,757	95.00%	51	5,808	95.84%
2012	5,807	5,258	90.55%	n/a	n/a	n/a
2013	5,517	4,785	86.73%	473	5,258	95.31%
2014	5,904	5,525	93.58%	n/a	n/a	n/a
2015	6,056	5,785	95.53%	85	5,870	96.93%
2016	6,329	5,872	92.78%	95	5,967	94.28%
2017	6,607	6,164	93.29%	103	6,267	94.85%
2018	7,046	6,601	93.69%	152	6,753	95.84%

Source: Miami-Dade County Property Tax Collector

TOWN OF MIAMI LAKES, FLORIDA
DEBT CAPACITY
OUTSTANDING DEBT BY TYPE
LAST TEN FISCAL YEARS

Fiscal Year	Government Activities				Business-Type Activities			Debt Coverage					
	Government Activities Notes Payable	Special Obligation Bonds Payable, Series 2010	Roadway Improvement Special Obligation Loan Payable	Quality Neighborhood Improvement Program (QNIP) Roadway	Stormwater Utility Revenue Bonds	Other Obligations	Total Primary Government	Population	Per Capita Personal Income	Percentage of Personal Income	Debt Per Capita	Pledged Revenue	Coverage
2009	\$ 519,937	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 519,937	26,694	30,178	0.06%	19.48	(1)	
2010	330,042	-	-	-	-	-	330,042	29,361	32,000	0.04%	11.24	(1)	
2011	201,663	7,289,652	-	-	-	-	7,491,315	29,369	29,670	0.86%	255.08	2,439,328	4.45
2012	-	7,291,032	-	-	-	-	7,291,032	30,057	28,756	0.84%	242.57	2,502,818	4.56
2013	-	7,292,412	1,855,000	-	-	-	9,147,412	30,396	28,410	1.06%	300.94	2,670,036	4.87
2014	-	7,293,792	1,755,000	-	-	-	9,048,792	30,161	27,042	1.11%	300.02	2,849,187	5.19
2015	-	7,295,172	1,650,000	-	-	-	8,945,172	30,791	28,006	1.04%	290.51	2,805,937	5.12
2016	-	7,296,552	-	1,006,155	449,760	-	8,752,467	30,456	28,888	0.99%	287.38	2,833,279	5.17
2017	-	7,297,932	-	901,175	403,886	130,662	8,733,655	30,873	31,020	0.91%	282.89	2,924,957	5.33
2018	-	7,299,312	-	750,330	354,446	116,144	8,520,232	31,087	33,074	0.83%	274.08	2,965,913	5.41

Note: Details regarding the Town's outstanding debt can be found in the notes to the financial statements.

The Series 2010 Electric Utility Tax Revenue Bonds provided that pledged revenue shall be adequate to cover at least 125% of the next succeeding year Annual Debt Service Requirement for all bonds outstanding.

	Next Succeeding Year				
	Utility Services Tax	Principal	Interest	Total Debt Service Requirements	Coverage
2012	2,502,818	-	548,499	548,499	456%
2013	2,670,036	-	548,499	548,499	550%
2014	2,849,187	-	548,499	548,499	519%
2015	2,805,937	-	548,499	548,499	512%
2016	2,833,279	-	548,499	548,499	517%
2017	2,924,957	-	548,499	548,499	533%
2018	2,965,913	-	548,499	548,499	541%

Legend:

(1) No outstanding bonds prior to fiscal year 2011.

TOWN OF MIAMI LAKES, FLORIDA
DEBT CAPACITY
DIRECT AND OVERLAPPING GOVERNMENTAL ACTIVITIES DEBT
SEPTEMBER 30, 2017

<u>Jurisdiction</u>	<u>Net Debt Outstanding</u>	<u>% of Debt Applied to Miami Lakes (1)</u>	<u>Amount of Debt Applied to Miami Lakes</u>
Miami-Dade County Schools (2)	\$ 980,501,000	1.11%	\$ 10,862,979
Miami-Dade County (3)	1,991,786,000	1.11%	22,067,015
Sub-total overlapping debt	2,972,287,000		32,929,994
Town of Miami Lakes direct debt	8,080,330	100.00%	8,080,330
Total direct and overlapping debt	\$ 2,980,367,330		\$ 41,010,324

Sources:

- (1) The percentage of overlapping debt applicable is estimated using taxable property values. Applicable percentages were estimated by determining the portion of the County's taxable property value that is within the Town's boundaries and dividing it by the County's total taxable property value.
- (2) Based on Miami-Dade County percentage of County's taxable property.
- (3) Miami-Dade County, Finance Department (General Obligation Bonds)

TOWN OF MIAMI LAKES, FLORIDA
 DEMOGRAPHIC AND ECONOMIC INFORMATION
 DEMOGRAPHIC AND ECONOMIC STATISTICS
 LAST TEN CALENDAR YEARS

Calendar Year	Population	Median Household Income (\$)	Total Personal Income (in 000's)	Unemployment Rate	Per Capita Personal Income	Median Age	School Enrollment
2009	26,694	67,800	805,572	4.40%	30,178	39	6,800
2010	29,361	62,034	852,614	7.00%	29,039	38	7,557
2011	29,369	63,794	871,378	5.70%	29,670	38	8,005
2012	30,057	(1)	(1)	9.10%	(1)	(1)	7823
2013	30,396	64,497	863,550	7.00%	28,410	38	7973
2014	30,161	63,754	815,614	7.40%	27,042	39	7668
2015	30,791	65,269	862,333	5.70%	28,006	39	7,774
2016	30,456	66,601	879,813	5.10%	28,888	39	8,082
2017	30,873	72,225	957,680	3.90%	31,020	38	8,077
2018	31,087	72,545	1,028,171	3.60%	33,074	39	8,222

Sources:

Per Capita and Median Household Income information provided by U.S. Bureau of the Census.

School enrollment data provided by U.S. Census Bureau for 2000, 2005-2009, and 2008-2011 American Community Survey Estimates.

Unemployment rate data provided by the U.S. Bureau of the Census or derived from Local Area Unemployment Statistics.

Population information provided by the U.S. Bureau of the Census (2000 and 2011) or Florida's Bureau Economic and Business Research (BEBR).

Note:

(1) Information unavailable

TOWN OF MIAMI LAKES, FLORIDA
DEMOGRAPHIC AND ECONOMIC INFORMATION
PRINCIPAL EMPLOYERS
CURRENT AND TEN YEARS AGO

Employer	2018			2009		
	Employees	Rank	Percentage of Total Town Employment	Employees	Rank	Percentage of Total Town Employment
BANK UNITED	875	1	4.08%	(a)		-
INKTEL HOLDINGS CORP	803	2	3.74%	(a)		-
CORDIS CORP	625	3	2.91%	(a)		-
KELLSTROM MATERIALS	425	4	1.98%	(a)		-
GRAHAM COMPANIES (ML)	432	5	2.01%	(a)		-
NUTRI-FORCE NUTRITION	325	6	1.51%	(a)		-
CATERPILLAR LOGISTICS SERVICES, INC.	235	7	1.09%	(a)		-
PUBLIX SUPER MARKETS #1129	220	8	1.02%	(a)		-
WALGREENS #1219-2	215	9	1.00%	(a)		-
NATIONAL MOLDING, LLC	179	10	0.83%	(a)		-
	4,334		20.19%			
Total Employed	21,470	(1)		17,488	(2)	

Note (1) U.S. Census Bureau, Selected Economic Characteristics 2008-2011 American Community Survey

Note (2) U.S. Census Bureau - Census 2000 Summary

Note (a) Information unavailable

TOWN OF MIAMI LAKES, FLORIDA
 OPERATING INFORMATION
 FULL-TIME EQUIVALENT TOWN EMPLOYEES BY FUNCTION/PROGRAM
 LAST TEN FISCAL YEARS

Function/Program	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
Town Clerk's Office	3	4	5	4	1	1	1	1	1	1
Town Administration	12	11	8	12	14	12	14	17	12	15
Building Department	6	6	4	12	19	12	9	10	10	12
Planning, Code Compliance and Development	3	5	5	5	5	4	4	8	3	4
Parks and Recreation	7	8	7	16	26	13	8	8	11	12
Public Works & Transit	1	1	2	6	7	6	4	4	6	6
Total	32	35	31	55	72	48	40	48	43	50

Source: Town of Miami Lakes, Florida Adopted Budget (various years).

TOWN OF MIAMI LAKES, FLORIDA
 OPERATING INFORMATION
 OPERATING INDICATORS BY FUNCTION / PROGRAM
 LAST TEN FISCAL YEARS

	Fiscal Year									
	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
<u>General Government</u>										
Building permits issued	556	519	673	699	749	948	799	909	4,622	3,598
Business Tax Receipts	n/a	1,193	1,171	1,250	973	1,394	1,541	1,483	1,422	1,328
<u>Police</u>										
Physical arrests	529	407	362	332	357	273	166	148	177	121
<u>Culture and Recreation</u>										
Summer camp participants - per week	133	208	215	150	20	100	100	135	135	225
Community programs - per year	68	106	146	93	91	83	47	51	73	66
Special events - per year	63	n/a	n/a	47	48	75	65	65	97	202
<u>Stormwater Utility</u>										
Stormwater system linear feet cleaned	77,371	36,602	43,905	24,500	34,180	26,617	25,383	28,602	32,312	37,733
Number of Stormwater drains cleaned	483	266	676	185	516	380	328	429	536	706
<u>Public Works</u>										
Road miles (maintained)	77	77	60	60	60	60	60	77	77	77
Street lights (maintained)	2,943	2,943	540	801	1,032	491	485	915	915	915

Sources: Various Town departments and Miami-Dade County Police Department

Notes: n/a indicates information for those years is not available

TOWN OF MIAMI LAKES, FLORIDA
 OPERATING INFORMATION
 CAPITAL ASSET STATISTICS BY FUNCTION / PROGRAM
 LAST TEN FISCAL YEARS

	Fiscal Year									
	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
<u>Police (4)</u>										
Police Personnel	50	50	49	49	49	49	46	49	46	47
<u>Culture and Recreation (3)</u>										
Number of parks	99	99	99	99	101	101	101	101	102	102
Park acreage	117.8	118.3	118.3	118.3	127.17	127.17	127.17	127.17	127.24	127.24
Community center	2	3	3	3	3	3	3	3	4	4
<u>Stormwater Drainage (1)</u>										
Stormwater system - linear feet	82,394	82,394	86,087	88,894	88,894	90,824	90,824	98,835	98,914	104,700
Stormwater drains - catchbasins & manholes	1460	1,460	1,464	1,560	1,324	1,335	1,335	1,376	1,377	1,396
<u>Public Works (2)</u>										
Road miles	77	77	77	77	77	77	77	77	77	77
Street lights	2,943	2,943	2,890	2,084	2,975	2,362	2,362	2,047	2,047	2,047

(1) Town of Miami Lakes, Stormwater Master Plan Update and GIS analysis performed during fiscal year 2011. Prior years have been adjusted to reflect corrected information.

(2) Public Works annual state report on road miles, streetlights from Florida Power & Light. Street lights reflect corrections made after an audit with FP & L

(3) Town of Miami Lakes Parks Department

(4) Miami-Dade Police Department (represents total units 24 hours, 7 days)

TOWN OF MIAMI LAKES, FLORIDA
 MISCELLANEOUS INFORMATION
 INSURANCE IN FORCE
 LAST TEN FISCAL YEARS

Type of Coverage	Insurer	Policy Period	Premium
Property	Preferred Governmental Insurance Trust	10/1/2017 - 09/30/2018	\$ 75,586
General Liability	Preferred Governmental Insurance Trust	10/1/2017 - 09/30/2018	68,529
Public Officials & Employment Practices Liability	Preferred Governmental Insurance Trust	10/1/2017 - 09/30/2018	85,304
Automobile Insurance	Preferred Governmental Insurance Trust	10/1/2017 - 09/30/2018	14,875
Inland Marine	Preferred Governmental Insurance Trust	10/1/2017 - 09/30/2018	2,122
Crime/Fidelity	Preferred Governmental Insurance Trust	10/1/2017 - 09/30/2018	791
Workers Compensation	Preferred Governmental Insurance Trust	10/1/2017 - 09/30/2018	21,757
Government Crime	Preferred Governmental Insurance Trust	10/1/2017 - 09/30/2018	500
Agency Fee	Brown & Brown of Florida, Inc	10/1/2017 - 09/30/2018	20,000
	Total Policies		<u>\$ 289,464</u>



COMPLIANCE SECTION



INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Honorable Mayor, Town Council and Town Manager
Town of Miami Lakes, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of the Town of Miami Lakes, Florida (the "Town"), as of and for the year ended September 30, 2018, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements, and have issued our report thereon dated March 22, 2019.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Town's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, we do not express an opinion on the effectiveness of the Town's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Town's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Town's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Handwritten signature in black ink that reads "GEMRT & Co, LLP". The letters are cursive and somewhat stylized.

Coral Gables, Florida
March 22, 2019



**MANAGEMENT LETTER REQUIRED BY SECTION 10.550 OF THE RULES OF THE
AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Honorable Mayor, Town Council and Town Manager
Town of Miami Lakes, Florida

Report on the Financial Statements

We have audited the financial statements of the Town of Miami Lakes, Florida (the “Town”), as of and for the fiscal year ended September 30, 2018, and have issued our report thereon dated March 22, 2019.

Auditors’ Responsibility

We conducted our audit in accordance auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditors’ Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; Schedule of Findings and Questioned Costs; and Independent Accountants’ Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements of Section 218.415, Florida Statutes in accordance with Chapter 10.550, Rules of the Auditor General of the State of Florida. Disclosures in those reports and schedule, which are dated March 22, 2019, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. There were no findings or recommendations made in the preceding annual financial audit report.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The Town was created pursuant to the constitution of the State of Florida, Home Rule Charter of Miami-Dade County, Article 5, Section 5.05. There were no component units related to the Town.

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require that we apply appropriate procedures and report the results of our determination as to whether or not the Town has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific condition(s) met. In connection with our audit, we determined that the Town did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the Town. The assessment was completed as of the fiscal year end. It is management's responsibility to monitor the Town's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any recommendations.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and State granting agencies, members of the Town Council and management of the Town, and is not intended to be and should not be used by anyone other than these specified parties.



Coral Gables, Florida
March 22, 2019

INDEPENDENT ACCOUNTANTS' REPORT ON COMPLIANCE WITH THE REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES IN ACCORDANCE WITH CHAPTER 10.550, RULES OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

To the Honorable Mayor, Town Council and Town Manager
Town of Miami Lakes, Florida

We have examined the Town of Miami Lakes, Florida's (the "Town") compliance with the requirements of Section 218.415, Florida Statutes, during the fiscal year ended September 30, 2018. Management is responsible for the Town's compliance with those requirements. Our responsibility is to express an opinion on the Town's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the Town's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the Town's compliance with specified requirements.

In our opinion, the Town complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2018.



Coral Gables, Florida
March 22, 2019

TOWN OF MIAMI LAKES, FLORIDA
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FISCAL YEAR ENDED SEPTEMBER 30, 2018

SECTION I – SUMMARY OF AUDITORS’ RESULTS

Financial Statements

Type of auditors’ report issued:	<i>Unmodified</i>
Internal control over financial reporting:	
Material weakness(es) identified?	No
Significant deficiencies?	None reported
Non-compliance material to financial statements noted?	No

SECTION II – FINANCIAL STATEMENTS FINDINGS

None.

SECTION III – OTHER ISSUES

No Summary Schedule of Prior Audit Findings is required because there were no prior audit findings related to Federal programs or State projects.



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Edward Pidermann, Town Manager
Subject: Request for Reallocation of Funds for the Cultural Affairs Committee
Date: 4/9/2019

Background:

The Cultural Affairs Committee has requested two reallocation of funds:

The first reallocation of funds is for \$1,483.13. The reallocation will be moved from the Hispanic Heritage (0017307-548151-HISP) to the Concert on the Fairway (0017307-548151COF).

The second reallocation of funds is for \$700. The reallocation will be moved from the Basel Cultural Affairs (0017307-548151-BASEL) to the SCOT Cultural Affairs (0017307-548151SCOT).

This report is actionable.

ATTACHMENTS:

Description

Request Report



Growing Beautifully

6601 Main Street • Miami Lakes, Florida, 33014

(305) 364-6100 • Fax: (305) 558-8511

www.miamilakes-fl.gov

REQUEST FOR REALLOCATION OF FUNDS

- Cultural Affairs Committee
- Elderly Affairs Committee
- Neighborhood Improvement Committee
- Public Safety Committee
- Planning & Zoning Board
- Economic Development Committee
- Education Advisory Board
- Par 3 Park Committee
- Special Needs Committee
- Youth Activities Task Force
- Veterans Committee
- Other: _____

Amount: \$1,483.13

Date Approved by Committee:
(Please attach meeting minutes)

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

Reason for Request: The Committee would like to allocate these funds from Hispanic Heritage to COF.

What line item are the funds currently allocated in? (Line item number and description)
0017307-548151-HISP

What line item are you requesting the funds be reallocated to? (Line item number and description)
0017307-548151 COF


Chairperson

3-7-19
Date

FOR OFFICE USE ONLY:

- Approved
- Denied

Budget revised by:

Edward Pidermann, Town Manager

Finance Department

Date

Date



Growing Beautifully

6601 Main Street • Miami Lakes, Florida, 33014

(305) 364-6100 • Fax: (305) 558-8511

www.miamilakes-fl.gov

REQUEST FOR REALLOCATION OF FUNDS

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

Amount: \$700.00

Date Approved by Committee:
(Please attach meeting minutes)

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

Reason for Request: The Committee would like to allocate these funds from Basel Cultural Affairs COM to Women Cultural Affairs.

What line item are the funds currently allocated in? (Line item number and description)
0017307-548151-BaseI

What line item are you requesting the funds be reallocated to? (Line item number and description)
0017307-548151 SCOT

Chairperson

Date

FOR OFFICE USE ONLY:

- Approved
- Denied

Budget revised by:

Edward Pidermann, Town Manager

Finance Department

Date

Date



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Edward Pidermann, Town Manager
Subject: Miami Lakes Connect
Date: 4/9/2019

Background:

This is an update on Miami Lakes Connect, the new citizen response platform for submitting and tracking of service requests.

This report is informational.



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Edward Pidermann, Town Manager
Subject: Request for Reallocation of Funds for the Public Safety Committee
Date: 4/9/2019

Recommendation:

The Public Safety Committee has requested two reallocation of funds:

The first reallocation of funds is for \$350.00. The reallocation will be moved from the T-shirt Line Item (0012177-548157-SHIRT) to the Public Safety Committee Appreciation Breakfast (0012122-548157BRKF).

The second reallocation of funds is for \$500. The reallocation will be moved from the Educational Materials/Supplies/Banners line item (0012122-548157 EDMAT) to the Public Safety Appreciation Breakfast (0012122-548157 BRKF).

This report is actionable.

ATTACHMENTS:

Description

Request Report



Growing Beautifully

6601 Main Street • Miami Lakes, Florida, 33014

(305) 364-6100 • Fax: (305) 558-8511

www.miamilakes-fl.gov

Public Safety Committee

REQUEST FOR REALLOCATION OF FUNDS

- Cultural Affairs Committee
- Elderly Affairs Committee
- Neighborhood Improvement Committee
- Public Safety Committee
- Planning & Zoning Board
- Economic Development Committee

- Education Advisory Board
- Par 3 Park Committee
- Special Needs Committee
- Youth Activities Task Force
- Veterans Committee
- Other: _____

Amount: \$850

Date Approved by Committee: 3/19/19
(Please attach meeting minutes)

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

Reason for Request:

PSC would like to move \$350 from the T-shirt line item to PSC Appreciation Breakfast and \$500 from the Educational Materials/Supplies/Banners to PSC Appreciation Breakfast.

What line item are the funds currently allocated in? (Line item number and description)

0012122 - 548157 SHIRT \$350
0012122 - 548157 EDMAT \$500

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

0012122 - 548157 BRKF \$850

[Signature] Chairperson 4/3/19 Date

FOR OFFICE USE ONLY:

- Approved
- Denied

Budget revised by:

Edward Pidermann, Town Manager

Finance Department

Date

Date

Town of Miami Lakes Public Safety Committee

M I N U T E S

Tuesday, March 19, 2019

1. **Call to Order**

Chairperson Nancy Rogers called the MLPSC to order at 6:51pm

2. **Attendance**

Nancy A. Rogers (Chair)

Jorge Pena (Vice Chair)

Omar Gonzalez (Secretary)

Luis Lopez

Juan Rodriguez (Police Representative)

4. **Minutes Approval**

Motion presented by Omar Gonzalez and second by Jorge Pena. Motion passed.

3. **Public Comments**

Nancy Rogers attended Bike Rodeo and gave thermometers.

5. **Order of Business**

N/A

6. **Special Presentation**

Juan Rodriguez presented the Police report. No motion required.

7. **New Business**

a. **Revision / Approval of Committee report**

The committee also motioned to move \$350 from the t-shirt line item and \$500 from educational materials item to the Public Safety Breakfast.

Nancy will present the report to the councils on April 4th 2019.

Motion presented by Jorge Pena and second by Omar Gonzalez. Motion passed.

8. **Old Business**

a. **Police & Fire Appreciation Breakfast**

Ashley Sheppple presented different menus to the committee. Exquisite was selected for the PSC Breakfast. The committee also discussed Kevin's proclamation from TOML.

Motion presented by Omar Gonzalez and second by Jorge Pena. Motion passed.

b. **PSC Banner design & order**

The committee accepted Omar's design and ordered two banners.

Motion presented by Jorge Pena and second by Luis Lopez. Motion passed.

c. **PSC Shirt Status**

The Committee confirmed shirt size. No motion required.

d. Equipment Purchase Order

Ashley Shepple advised the committee the unnecessary purchase of radios, chargers and vests. No motion required.

e. Smack Tactical Ladie's self defense training

The classes will be on Saturday May 25th. No motion required.

f. Barara Golman Explorers Presentation

Ashley Shepple will contact them. No motion required.

g. PSC PSA's

The committee discussed the PSA's for April. No motion required.

9. Next meeting date

Tuesday, April 21st at 6:30 pm

10. Adjournment

Chairperson Nancy Rogers adjourned the meeting at 8:18 pm

Minutes taken and prepared by MLPSC Secretary Omar Gonzalez



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Raul Gastesi, Town Attorney
Subject: Attorney's Reports
Date: 4/9/2019

Recommendation:

There are currently several matters being litigated by the Town of Miami Lakes. Some of these matters are being referred to our insurance carrier to mitigate the Town's legal expense.

Background:

MICHAEL PIZZI JR. v. TOWN OF MIAMI LAKES

While the appeal process is ongoing, there has been approximately \$6,910 in the month of March.
(Criminal Matter)

JUAN VALIENTE V. TOWN OF MIAMI LAKES

Matter continues to be litigated. Costs and expenses are likely.

NW 170/154

Conflict Resolution Process took place and will be continued on April 26, subject to change.