

TOWN OF MIAMI LAKES, FLORIDA

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<http://miamilakesfl.swagit.com/meeting-categories/>

AGENDA
Regular Council Meeting
February 5, 2019
6:30 PM
Government Center
6601 Main Street
Miami Lakes, Florida 33014

1. **CALL TO ORDER:**
2. **ROLL CALL:**
3. **MOMENT OF SILENCE**
4. **PLEDGE OF ALLEGIANCE:**
5. **SPECIAL PRESENTATIONS:**
6. **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:**
Education Advisory Board
10. **CONSENT CALENDAR:**

- A. Approval of Minutes**
- **January 9, 2019 Sunshine Meeting minutes**
 - **January 15, 2019 Regular Council Meeting minutes**
 - **January 29, 2019 Special Call Meeting minutes**
- B. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE AWARD OF A CONTRACT FOR ITB 2018-08R, SAFE ROUTES TO SCHOOL MIAMI LAKES ELEMENTARY SCHOOL PROJECT TO FLORIDA ENGINEERING & DEVELOPMENT, CORP. IN AN AMOUNT NOT TO EXCEED \$980,000.00; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. (Pidermann)**
- C. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, TO TERMINATE THE INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY THROUGH MIAMI-DADE TRANSIT (MDT) FOR THE OPERATION OF PUBLIC TRANSPORTATION SERVICES WITHIN THE TOWN; AUTHORIZING THE TOWN MANAGER TO TERMINATE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE. (Pidermann)**
- D. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE AWARD OF A CONTRACT AMENDMENT FOR RFP 2018-20, ASSET MANAGEMENT SOFTWARE TO TYLER TECHNOLOGIES, INC. IN AN AMOUNT NOT TO EXCEED \$76,340.00; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT AMENDMENT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT AMENDMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. (Pidermann)**
- E. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE PURCHASE OF SOD & SOD INSTALLATION SERVICES ON AN AS NEEDED BASIS; AUTHORIZING THE TOWN MANAGER TO UTILIZE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE CONTRACT 033-2730-18/IT WITH MULLINGS ENGINEERING SERVICES & SUNSET SOD INC. PURSUANT TO SECTION 7 OF ORDINANCE 17-203; 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 UTILIZE THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. (Pidermann)**
- F. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA APPROVING AN AWARD OF FUNDS TO THE MIAMI**

- LAKES VILLAS OF MIAMI LAKES CONDOMINIUM ASSOCIATION THROUGH THE TOWN'S NEIGHBORHOOD MATCHING GRANT PROGRAM; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE. (Pidermann)
- G. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA ADOPTING CRITERIA FOR INCLUSION INTO THE MIAMI LAKES SPORTS HALL OF FAME; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE. (Pidermann)

11. ORDINANCES-FIRST READING:

- A. AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, 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. (Pidermann)

12. ORDINANCES-SECOND READING (PUBLIC HEARING):

- A. AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA RELATING TO LANDSCAPING; AMENDING SECTION 13-1701, ENTITLED "REQUIRED LANDSCAPING," OF THE LAND DEVELOPMENT CODE; ESTABLISHING PROVISIONS REGARDING MINIMUM LANDSCAPE REQUIREMENTS; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE. (Mestre, Dieguez)
- B. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, RELATING TO CHAPTER 2, ARTICLE IV, FINANCE, REGARDING THE ESTABLISHMENT OF A LONG-TERM INFRASTRUCTURE RENEWAL AND REPLACEMENT FUND; PROVIDING FOR AUTHORITY; PROVIDING FOR INCLUSION INTO THE CODE; PROVIDING FOR ORDINANCES IN CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE (Collazo)
- C. AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING ORDINANCE NO. 18-230; AMENDING THE TOWN'S FISCAL YEAR 2018-2019 BUDGET; PROVIDING FOR EXPENDITURE OF FUNDS; PROVIDING FOR AMENDMENTS; PROVIDING FOR CONFLICTS; AUTHORIZING THE TOWN MANAGER TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THIS ORDINANCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey, Pidermann)

13. RESOLUTIONS:

- A. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, TO AUTHORIZE THE TOWN MANAGER TO APPLY FOR AND ACCEPT TRANSPORTATION ALTERNATIVES GRANT PROGRAM THROUGH FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT); AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE TRANSPORTATION ALTERNATIVES GRANT PROGRAM; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. (Pidermann)**
- B. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, TO AUTHORIZE THE TOWN MANAGER TO APPLY FOR AND ACCEPT 2019 STREET TREE MATCHING GRANT PROGRAM; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE TRANSPORTATION ALTERNATIVES GRANT PROGRAM; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. (Pidermann)**

14. NEW BUSINESS:

- A. Supplemental Street Lighting (Collazo)**
- B. Town Attorney Selection Committee (Dieguez)**
- C. Mobility Fee (Ruano, Collazo)**
- D. Non-Residential Public Works Permits on Public Right of Way (Cid)**
- E. Picnic Park West Playground Repairs and West Lakes Reforestation Project Phase III (Alvarez)**
- F. Traffic Calming Study on 79th Avenue (Dieguez)**
- G. Commercial Vehicle parking on public streets (Ruano)**
- H. All-America City Award Application (Alvarez)**
- I. Information Accountability Act (Dieguez)**
- J. Request for Transportation project updates (Ruano)**
- K. Road Resurfacing (Alvarez)**
- L. Venezuela - President Juan Guaido (Cid)**
 - * This item requires the waiver of Section 7.2 of the Special Rules of Order**
- M. No- Left Turn Sign (N. Rodriguez)**
 - * This item requires the waiver of Section 7.2 of the Special Rules of Order**

15. MAYOR AND COUNCILMEMBER REPORTS:

- A. Tallahassee Legislative Trip Update (Cid)**

16. MANAGER'S REPORT:

- A. Town Manager Monthly Police Activity Report**
- B. Request for Reallocation of Funds for the Youth Activity Task Force**
- C. Communication Towers for Repeater Antennas**
- D. Town Wide Speed Study Update**
- E. Road Repaving and Sidewalk Repairs**
- F. Strategic Plan Web Portal**
- G. Use of Glyphosate based products at public parks, lakes, and other Town property.**
- H. Optimist Club Contract Extension Update**

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: Education Advisory Board
Subject: Education Advisory Board
Date: 2/5/2019

Recommendation:

Please see attached report

ATTACHMENTS:

Description

Education Advisory Board

Town of Miami Lakes Education Advisory Board Report to the Town Council February 2019

MISSION STATEMENT: The Education Advisory Board was created to assess the condition, needs, and availability of schools and educational programs and activities within the Town.

MEMBERSHIP:

Name	Committee Position	Nominated by
Hector Manon	Member	Josh Dieguez
Jacqueline Vaquer	Vice Chair & Secretary	Marilyn Ruano
Janet Marti	Member	Nelson Rodriguez
Zulima Perez	Member	Manny Cid
Hector Abad	Member	Jeffrey Rodriguez
Claudia Luces	Chair	Carlos Alvarez
Jessica Mendoza	Member	Luis Collazo

BUDGET 2013-2014: \$70,300

SCHEDULED EVENTS:

Activity/Event	Budget
AP Language Class	26,000
Events	2,000
Friends of the Library	4,000
Imagination Library	4,000
Misc. Expenses	300
SAT/ACT Prep Classes	12,000
Stem Education Classes	10,000
Technology & Media	12,000

FUTURE PROJECTS/CONSIDERATION:

Miami Lakes Future Leaders Scholarship



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Gina M. Inguanzo, Town Clerk
Subject: Approval of Minutes
Date: 2/5/2019

Recommendation:

Approval of Minutes

- January 9, 2019 Sunshine Meeting minutes
- January 15, 2019 Regular Council Meeting minutes
- January 29, 2019 Special Call Meeting minutes

ATTACHMENTS:

Description

January 9, 2019 Sunshine Meeting minutes

January 15, 2019 Regular Council Meeting minutes

January 29, 2019 Special Call Meeting minutes

MINUTES
Sunshine Meeting
January 9, 2019
9:00 A.M.
Mayor's Conference Room
6601 Main Street
Miami Lakes, Florida 33014

1. CALL TO ORDER:

Meeting began at 9:08 a.m.

Present at the meeting were Councilmembers: Carlos Alvarez, Joshua Dieguez, Jeffrey Rodriguez, Mayor Manny Cid, Town Manager Alex Rey, and Chief of Operations Tony Lopez. Councilmember Luis Collazo joined briefly around 10 a.m.

2. Items for Discussion and Action:

A. Champion Items

Mayor Cid and the newly elected officials: Carlos Alvarez, Joshua Dieguez, and Jeffrey Rodriguez discussed the current championed items that were taken by former elected officials, which items the newly elected officials wished to inherit and what items they wish to bring forth.

The newly elected officials decided to continue working on the items at-large while also specifically focusing on their inherited items of interest.

ADJOURNMENT:

There being no further business to come before the Council, the meeting adjourned at 10:38 a.m.

Approved this 5th day of February 2019.

Manny Cid, Mayor

Attest:

Gina Inguanzo, Town Clerk

MINUTES
Regular Council Meeting
January 15, 2019
6:30 p.m.
Government Center
6601 Main Street
Miami Lakes, Florida 33014

1. CALL TO ORDER:

Mayor Manny Cid called the meeting to order at 6:50 p.m.

2. ROLL CALL:

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

3. MOMENT OF SILENCE:

Pastor Eric Abreau from Ignite Church.

4. PLEDGE OF ALLEGIANCE:

Councilmember Tim Daubert led the pledge of allegiance.

5. SPECIAL PRESENTATIONS:

Armando Bernal IV, resident of the Town, was recognized for being selected to be a part of PBS' new TV show "Kid Stew".

Louis Harms was recognized for her performance in organizing the Town Manager Candidate Meet and Greet event that took place on October 24, 2018.

David Baez, owner of the Red Couch Mobile App, was recognized for his application reaching the number 7 spot on the App Store charts for Top Paid Card Game, the number 9 spot for Top Paid Word Game, and number 176 spot for Top Paid Mobile Game overall.

Alex Rey, the Town Manager of Miami Lakes, was recognized for his achievements working with the Town for the past 16 years.

6. PUBLIC COMMENTS:

Councilmember Collazo motioned to re-open the new Order of Business. Councilmember Ruano seconded the motion and all were in favor.

Juan Valiente came before the Town Council to speak on his Public Records Request.

Mirtha Mendez came before the Town Council to speak on the Mobility Fee and Committees.

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

Councilmember Ruano motioned to pull item 10C. Mayor Cid motioned to pull item 10B and add an item, 12C. Councilmember Collazo motioned to approve the new Order of Business. Councilmember Ruano seconded the motion and all were in favor.

During Public Comments: Councilmember Collazo motioned to add the Cultural Affairs Committee report to the Agenda and Councilmember Ruano seconded the motion and all were in favor. Town Attorney, Raul Gastesi, also requested to add an item regarding the 154th and 170th Bridges. Councilmember Dieguez motioned to approve the addition. Councilmember Collazo seconded the motion, and all were in favor.

8. APPOINTMENTS:

Lynn Matos was appointed to the Planning and Zoning Board, nominated by Councilmember Carlos Alvarez.

Monica Costa was appointed to the Education Advisory Board, nominated by Councilmember Carlos Alvarez.

Jacqueline Vacquer was re-appointed to the Neighborhood Improvement Committee, originally nominated by Councilmember Joshua Dieguez.

Rafael Lopez was re-appointed to the Neighborhood Improvement Committee, originally nominated by Councilmember Luis Collazo.

9. COMMITTEE REPORTS:

Neill Robinson, Chair of the Cultural Affairs Committee, reported on the Committee's request to transfer \$500 from the KC Concert to host a Unity Breakfast for Martin Luther King Day which will take place on Monday, January 21st, 2019. Councilmember Collazo motioned to approve the transfer of funds. Vice Mayor Rodriguez seconded the motion, and all were in favor.

10. CONSENT CALENDAR:

Vice Mayor Rodriguez motioned to approve the Approval of Minutes. Councilmember Rodriguez seconded the motion, and all were in favor.

A. Approval of Minutes

- December 4, 2018 Regular Council Meeting minutes
- December 17, 2018 Sunshine Meeting minutes
- December 18, 2018 Special Call Meeting minutes

Approved on Consent.

B. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE AWARD OF A CONTRACT FOR RFP 2018-31, NW 67TH AVENUE WIDENING PROJECT TO SOUTHEASTERN

ENGINEERING CONTRACTORS, INC. IN AN AMOUNT NOT TO EXCEED \$602,000.00; 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.

Mayor Cid pulled this item under the Order of Business.

Mayor Cid motioned to approve the resolution under item 10B. Vice Mayor Rodriguez seconded the motion, and all were in favor.

- C. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE AWARD OF A CONTRACT FOR RFP 2019-01, CANAL BANK STABILIZATION PHASE II PROJECT TO ARBOR TREE & LAND, INC. DBA ATL DIVERSIFIED IN AN AMOUNT NOT TO EXCEED \$1,046,000.00; 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.**

Councilmember Ruano pulled this item under the Order of Business.

Councilmember Ruano motioned to approve the resolution under 10C. The Town Manager, Alex Rey, then recommended transferring \$35,000 from the Storm Water Capital Budget and additional PTP funds to negotiate the contingency amount to correct/rehab the Phase I portion of the Canal Bank Stabilization project.

Vice Mayor Rodriguez then modified his motion reducing the amount of funds transferred from \$75,000 to \$35,000 to correct the Phase I of the Canal Bank Stabilization project. Councilmember Collazo seconded the motion, and all were in favor.

11. ORDINANCE-FIRST READING:

- A. AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA RELATING TO LANDSCAPING; AMENDING SECTION 13-1701, ENTITLED "REQUIRED LANDSCAPING," OF THE LAND DEVELOPMENT CODE; ESTABLISHING PROVISIONS REGARDING MINIMUM LANDSCAPE REQUIREMENTS; 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.

Vice Mayor Rodriguez motioned to approve the ordinance. Councilmember Dieguez seconded the motion and offered to co-sponsor item 11A. The Town Clerk called the roll, and all were in favor.

B. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, RELATING TO CHAPTER 2, ARTICLE IV, FINANCE, REGARDING THE ESTABLISHMENT OF A LONG-TERM INFRASTRUCTURE RENEWAL AND REPLACEMENT FUND; PROVIDING FOR AUTHORITY; PROVIDING FOR INCLUSION INTO THE CODE; PROVIDING FOR ORDINANCES IN CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

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

Councilmember Collazo motioned to approve the ordinance and Councilmember Alvarez seconded the motion. The Town Clerk called the roll and the motion passed, 6-1, with Mayor Cid in opposition.

C. AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING ORDINANCE NO. 18-230; AMENDING THE TOWN'S FISCAL YEAR 2018-2019 BUDGET; PROVIDING FOR EXPENDITURE OF FUNDS; PROVIDING FOR AMENDMENTS; PROVIDING FOR CONFLICTS; AUTHORIZING THE TOWN MANAGER TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THIS ORDINANCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Councilmember Ruano motioned to amend the public comment portion for this item. Councilmember Collazo seconded the motion, and all were in favor.

Mirtha Mendez came before the Town Council to speak on item 11C.

Councilmember Dieguez motioned to approve the ordinance and Councilmember Rodriguez seconded the motion. The Town Clerk called the roll, and all were in favor.

12. RESOLUTIONS:

A. A RESOLUTION OF THE TOWN OF MIAMI LAKES, FLORIDA, SETTING FORTH LEGISLATIVE PRIORITIES FOR FISCAL YEAR 2019 - 2020; AUTHORIZING TOWN MANAGER OR HIS DESIGNEE TO PURSUE FUNDING FOR LEGISLATIVE PRIORITIES AND PROVIDING FOR AN EFFECTIVE DATE.

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

Councilmember Collazo motioned to approve item 12A. Vice Mayor Rodriguez seconded the motion. The Deputy Town Clerk called the roll, and all were in favor.

Councilmember Collazo motioned to reconsider item 12A during the New Business Items discussion. Vice Mayor Rodriguez seconded the motion, and all were in favor.

Councilmember Dieguez then amended the original motion requesting to add, as part of the Legislative Priorities, the discussion of a connecting ramp from NW 87th Avenue to Miami-Dade Expressway (MDX) SR 924 Extension West to the Homestead of the Florida Turnpike. Vice Mayor Rodriguez seconded the motion, and all were in favor.

B. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, ESTABLISHING THE MIAMI LAKES SECTION ONE SECURITY GUARD SPECIAL TAXING DISTRICT ADVISORY COMMITTEE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR TERMS AND COMPOSITION; PROVIDING FOR DUTIES; PROVIDING FOR MEETING REQUIREMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Mayor Cid motioned to approve the creation of the 3 Advisory Committees. Vice Mayor Rodriguez seconded the motion, and all were in favor.

The Town Manager, Alex Rey, then recommended that the Town Council motion to approve the structure of the advisory committee's as provided for in the resolutions.

Councilmember Collazo motioned to approve the structures of the committee's as provided in the resolutions. Vice Mayor Rodriguez seconded the motion, and all were in favor.

Mayor Cid motioned to appoint Royal Oaks East Gustavo Milian, Juan-Carlos Fernandez and Marcos Gutierrez. Councilmember Collazo seconded the motion

Councilmember Collazo motioned to approve the adoption of Manny Lopez, Abel Fernandez, Anibel Perez, and Homero Cruz as members of the Royal Oaks Section 1 Advisory Committee. Vice Mayor Rodriguez seconded the motion, and all were in favor.

Vice Mayor Rodriguez made a motion stating that these advisory committee's follow the Towns Committee Rules, Regulations and Procedures to ensure effectiveness. Councilmember Rodriguez seconded the motion, and all were in favor.

(2) A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, ESTABLISHING THE ROYAL OAKS SECTION 1 ADVISORY COMMITTEE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR TERMS AND COMPOSITION; PROVIDING FOR DUTIES; PROVIDING FOR MEETING REQUIREMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

This item was discussed along with 11B (1).

(3) A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, ESTABLISHING THE ROYAL OAKS EAST ADVISORY COMMITTEE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR TERMS AND COMPOSITION; PROVIDING FOR DUTIES; PROVIDING FOR MEETING REQUIREMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

This item was discussed along with 11B (1).

13. NEW BUSINESS:

A. Town Manager Selection Committee (Dieguez)

Councilmember Dieguez motioned to change the name of the Town Manager Selection Committee to Town Manager Advisory Committee and setting clear parameters for the selection process regarding the timeline of selection and Councilmember Rodriguez seconded the motion. The Town Clerk called the roll and the motion passed, 6-1, with Mayor Cid in opposition.

B. Public Transportation and Traffic Summit (N. Rodriguez)

Vice Mayor Rodriguez motioned to host a Transportation and Traffic coalition with neighboring Northwest Dade Cities, Miami-Dade County School Board and all local transportation agencies along with an after-action Town Hall public meeting for residents.

Vice Mayor Rodriguez then amended his motion "to do the Traffic Summit withdrawing a coalition meeting to just hosting a public resident Traffic Summit for educational purposes. Councilmember Collazo seconded the motion, and all were in favor.

C. Town Attorney (Cid)

Mayor Cid motioned to explore the possibility of assigning Lorenzo Cobiella, from Gastesi & Associates, P.A., to a full-time position for the Town of Miami Lakes and Vice Mayor

Rodriguez seconded the motion. The Town Clerk then called the roll and the motion passed, 6-1, with Councilmember Dieguez in opposition.

The Mayor then stated that he will follow-up with a request of a Special Call meeting to discuss Attorney contract negotiations.

D. Little Free Library (J. Rodriguez)

Councilmember Rodriguez made a motion requesting that the first Little Free Library be installed at Picnic Park West and that staff work with potential residents interested in sponsoring a Little Free Library at their local pocket parks. Councilmember Dieguez seconded the motion. Councilmember Ruano then recommended that the Education Advisory Board could assist staff in the implementation of Little Free Libraries. All were in favor.

E. 2020 Census (Dieguez)

Councilmember Dieguez made a motion directing the Town Manager to formulate a Complete Count Committee or form a program to plan for the census and ensure that every resident is accounted for. Councilmember Collazo seconded the motion, and all were in favor.

F. Strategic Plan Initiative (Cid)

Mayor Cid demonstrated a remote Public Comment from resident Tony Fernandez. He then made a motion requesting that the Town Clerk begin to incorporate the use of remote Public Comments starting in the February 2019 Regular Council meeting. Councilmember Rodriguez seconded the motion, and all were in favor.

G. Blasting Committee (N. Rodriguez)

Vice Mayor Rodriguez made a motion requesting that Town Staff coordinate the first Blasting Advisory Board meeting soon to gather the members for discussion and have the liaison appointed. Councilmember Ruano seconded the motion and all were in favor and all were in favor.

H. Sober Homes (N. Rodriguez)

Assistant Town Attorney, Lorenzo Cobiella, provided an update to the Town Council on the sober homes concern. There were no motions for this item.

14. MAYOR AND COUNCILMEMBERS REPORT:

A. Senator Marco Rubio & Congressman Diaz-Balart (Zip Code) (Cid)

* This item requires the waiver of Section 7.2 of the Special Rules of Order
Mayor Cid reported on

Mayor Cid provided a report to the other Councilmembers regarding the Zip Code change. There currently is a hold on the item in the US Senate.

Vice Mayor Rodriguez motioned to add the Police Report under the Manager's Reports to the Agenda. Councilmember Dieguez seconded the motion and all were in favor.

15. MANAGER’S REPORT:

A. Police Report

Javier Ruiz, Town Commander, reported on the Towns’ auto thefts and crime. He also informed the Town Council on the upcoming Coffee with a Cop event taking place at Starbucks on February 6th, 2019.

B. Town Seal on FDOT VMS Structure

Alex Rey, Town Manager, reported on the color of the structure and the needed advice from Council on the placement of the Town Seal on the VMS structure.

Councilmember Collazo motioned to re-open Public Comments. Councilmember Ruano seconded the motion and all were in favor.

Claudia Luces came before the Town Council to speak on the VMS Structure and against the placement of a Town Seal on the structure.

Mayor Cid motioned to approve the placement of the Town Seal onto the VMS Structure. Councilmember Dieguez seconded the motion and the motion passed, 6-1, with Councilmember Ruano in opposition.

16. ATTORNEY’S REPORT:

A. Attorney’s Report on Pending Litigation

The Town Attorney, Raul Gastesi, reported that Mr. Gus Abella is pursuing litigation, on Juan Valiente’s litigation, and discussion on the 170th and 154th bridges.

Mayor Cid then spoke and stated that he wants to assure the Town’s traffic study is considered when Florida. Vice Mayor Rodriguez made a motion allowing the Town Attorney’s to pursue the necessary legal action with concern to the 170th and 154th bridges. Councilmember Collazo seconded the motion, and all were in favor.

ADJOURNMENT:

There being no further business to come before the Town Council, the meeting adjourned at 11:54 p.m.

Approved on this 5th day of February 2019.

Attest:

Manny Cid, Mayor

Gina Inguanzo, Town Clerk

MINUTES
Special Call Meeting
January 29, 2019
8:30 A.M.
Council Chambers
6601 Main Street
Miami Lakes, Florida 33014

1. CALL TO ORDER:

Mayor Manny Cid called the meeting to order at 8:38 a.m.

2. ROLL CALL:

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

3. PLEDGE OF ALLEGIANCE:

Councilmember Carlos Alvarez led the Pledge of Allegiance

4. MOMENT OF SILENCE:

Councilmember Marilyn Ruano led the invocation.

5. PUBLIC COMMENTS:

Mirtha Mendez came before the Town Council to speak against item 6B.

Abel Fernandez came before the Town Council to speak on item 6B.

Raul De la Sierra came before the Town Council to speak in favor of item 6B.

Ida McArthy came before the Town Council to speak in favor if item 6B.

Maria Kramer came before the Town Council to speak on item 6B.

Phill Rerick came before the Town Council to speak in favor of item 6B.

Vivian Levy came before the Town Council to speak in favor of item 6B.

Maurice Costa came before the Town Council to speak in favor of item 6B.

Jose Llano came before the Town Council to speak in favor of Lorenzo Cobiella nominated as a full-time in-house attorney.

Manuel Perez came before the Town Council to speak in support of Lorenzo Cobiella as a full-time in-house attorney.

Claudia Luces came before the Town Council to speak against the creation of the position of an in-house attorney.

Frank Bolanos came before the Town Council to speak in favor of item 6B.

Juan-Carlos Valiente came before the Town Council to speak against the process of item 6B.

Tony Fernandez, via live remote public comments, spoke before the Town Council on item 6C, regarding the opening of the 154th street bridge.

Susana Herera, via live remote public comments, spoke before the Town Council against item 6B, recruiting a full-time in-house attorney.

6. Items for Discussion and Action:

A. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPOINTING TONY LOPEZ TO SERVE AS INTERIM TOWN MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Mayor Cid motioned to appoint Tony Lopez as the Interim Manager and the motioned was seconded by Councilmember Alvarez. The Town Clerk called the roll and the motion passed, 5-0, with Councilmember Collazo recused and Vice Mayor Nelson Rodriguez absent.

B. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING A MODIFICATION TO THE RETAINER AGREEMENT BETWEEN GASTESI AND ASSOCIATES, P.A. AND THE TOWN OF MIAMI LAKES; AUTHORIZING THE MAYOR AND TOWN MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE TOWN; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS AND PROVIDING FOR AN EFFECTIVE DATE.

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

Mayor Cid motioned to approve the resolution and Councilmember Collazo seconded the motion for discussion. Mayor Cid then amended his motion to include having a retainer of \$175,000 for full-time Town Attorney services to then be revisited after the first six months. Councilmember Collazo seconded the motion; the Town Clerk called the roll and the motion passed, 6-0, with Vice Mayor Rodriguez absent.

Councilmember Collazo motioned to re-open Public Comments. Councilmember Rodriguez seconded the motion and all present were in favor.

Juan-Carlos Valiente came before the Town Council to speak on his concerns regarding the Town Attorney.

C. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES AUTHORIZING THE TOWN ATTORNEY TO TAKE ANY AND ALL REASONABLE MEASURE TO DEFEND, ADVOCATE AND LITIGATE AGAINST ANY ENTITY, PUBLIC OR PRIVATE, THAT DIRECTLY OR INDIRECTLY ADVOCATES FOR A CONNECTION OF N.W. 154th STREET OVER INTERSTATE 75, PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Mayor Cid motioned to approve the resolution under item 6C and Councilmember Dieguez seconded the motion. The Town Clerk called the roll and the motion passed, 6-0, with Vice Mayor Nelson Rodriguez absent.

D. APPOINTMENTS

Mayor Cid read into the record the following appointments for the Special Taxing District committees: Alejandra Diaz to Royal Oaks Section I, Adam Suarez, Arlene Soto, Daisy Estrada, Javier Puellezo, and Ansen Christianson to Royal Oaks East.

Councilmember Collazo motioned to approve the appointments for the Special Taxing District committees. Councilmember Rodriguez seconded the motion, and all present were in favor.

ADJOURNMENT:

There being no further business to come before the Council, the meeting adjourned at 10:20 a.m.

Approved this 29th day of January 2019.

Manny Cid, Mayor

Attest:

Gina Inguanzo, Town Clerk



Town of Miami Lakes Memorandum

To: Honorable Mayor & Councilmembers
From: Edward Pidermann, Town Manager
Subject: Authorization to Execute a Contract for SRTS Miami Lakes Elementary School Project, ITB 2018-08R, to Florida Engineering & Development, Corp.
Date: 2/5/2019

Recommendation:

It is recommended that the Town Council authorize the Town Manager to execute a contract with Florida Engineering and Development, Corp (“Florida Engineering”), the lowest responsive and responsible bidder, for the SRTS Miami Lakes Elementary School Project in an amount not to exceed \$980,000.00. This amount includes Florida Engineering’s bid amount of \$890,445.05 and a contingency amount of \$89,554.95, approximately 10%, for unforeseen circumstances. Construction is anticipated to be completed within 194 days after issuance of an NTP.

The 2018-2019 Revised Budget has \$685,400 budgeted for this project in the Capital Projects Fund of which \$563,984 is available for construction. The Town has requested and received approval for an additional \$200,000 from FDOT with an increase in the local match of \$126,461.05. The Town’s increased match would be funded from the Capital Projects Fund under CIP Reserve for Transportation Projects, Windmill Gate surplus, and the 59th Avenue Extension Project as further specified in the FY18-19 Carryforward Budget Amendment in Second Reading. This increases the available budget to \$890,445. For the contingency, currently the Town has \$35,000 budgeted for this purpose. If the Project requires additional budget for contingency, staff will return to request budget authority.

Background:

In 2014, the Town was awarded a grant from the Florida Department of Transportation (“FDOT”) through the Local Agency Program 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. FDOT awarded an additional \$18,073 in 2017 for the design of the project and the performance of a bat survey, which was completed. The design included a meandering trail for bicyclists and pedestrians with high emphasis crosswalks and bollards to provide additional caution and limit access to motorized vehicles. Bidding for this project was scheduled to begin in fiscal year 2018.

The Work consists of furnishing all labor, materials, supplies, tools, equipment, supervision and services necessary for the construction of the shared use path and signal modification at the project location, the

eastside of Miami Lakeway Drive North/South, between NW 67th Avenue to NW 64th Avenue.

Work includes, but is not limited to, removal of concrete sidewalk and asphalt path, construction of concrete and asphalt shared use paths, excavation, embankment, regulatory signing and pavement markings, and modification of traffic signal equipment as required in the project plans. The Work includes furnishing, installing, constructing, delivery, of a complete project with the required maintenance of traffic devices, and quality assurance testing as applicable to the project.

The Town issued Invitation to Bid (“ITB”) 2018-08 for the Safe Routes to School Construction on November 15, 2017. The ITB was advertised in the Miami Daily Business Review, and posted to DemandStar, Public Purchase, and the bulletin board in the Government Center Lobby. Star Paving was found to be the lowest responsive and responsible bidder and was awarded the contract for this project. Shortly after award, the Town had difficulties with the company as it was unable to comply with the bonding requirements provided for in the contract. The Town explored all available options with the contractor to obtain other securities for the project without success before rescinding the contract award.

The Town then re-issued ITB 2018-08R SRTS Miami Lakes Elementary School Project on September 7, 2018. The ITB was advertised in the Miami Daily Business Review, and posted to DemandStar, Public Purchase, and the bulletin board 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 similar size, scope and complexity in the last five (5) years, where the value of each project exceeds \$450,000; and
3. Be an FDOT pre-qualified contractor for work types 39, Traffic Signals, and 40, other work classes; and
4. Be capable of self-performing forty percent (40%) of the primary physical construction Work.

On the date of the bid opening, October 5, 2018, the Town received one (1) bid from the following Bidder:

1. Florida Engineering and Development, Corp. (“Florida Engineering”) - \$890,445.05

Procurement performed a due diligence review of the bid for responsiveness and found that the review of Florida Engineering’s bid did not reveal any material defects in the bid, nor in Florida Engineering’s qualifications. Florida Engineering has been in business for 15 years, possesses a certificate of competency from Miami-Dade County’s Construction Trades Qualifying Board for General Engineering, and provided references for three (3) similar projects completed in the last five (5) years. According to their bid, Florida Engineering will also be performing 60% of the work with its own forces. Additionally, Procurement did not find any issues with Florida Engineering’s licenses or litigation history that would indicate it was unable to perform the work.

Florida Engineering is also a pre-qualified FDOT contractor for drainage, fencing, grading, grassing, seeding and sodding, roadway signing, sidewalk, and water main work types. The company was not pre-qualified by FDOT for traffic signals but does have the expertise in-house to complete this type of work. Based on the minimal complexity of the signalization work, staff is comfortable waiving the pre-qualification requirement for the traffic signal work type.

Before the first solicitation, the Town had \$321,500 available for construction (\$200,000 of FDOT funding and \$121,500 of Town-matched funds). The first solicitation yielded three bids of (1) \$563,984.12, (2) \$744,136.04, and (3) \$999,248.25. Based on the lowest bid amount, the Town requested additional funds from FDOT bring the total available funds for construction to \$563,984.

Since the new bid is over the available \$563,984, the Town issued a new request to FDOT for an additional \$200,000 in exchange for increasing the Town's matched funds by \$126,461.05. The Town received confirmation on January 28, 2019 that FDOT would honor this request, making the new amount available for construction \$890,445.05 (\$642,484 of FDOT funding and \$247,961.05 of Town-matched funds). Funds for the Town's increased match amount would be allocated from the Capital Projects Fund under the CIP Reserve for Transportation Projects, Windmill Gate surplus, and the 59th Avenue Extension Project line items.

ATTACHMENTS:

Description

Resolution

RESOLUTION NO. 19-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE AWARD OF A CONTRACT FOR ITB 2018-08R, SAFE ROUTES TO SCHOOL MIAMI LAKES ELEMENTARY SCHOOL PROJECT TO FLORIDA ENGINEERING & DEVELOPMENT, CORP. IN AN AMOUNT NOT TO EXCEED \$980,000.00; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Miami Lakes (the “Town”) desires to construct a greenway trail along the east side of Miami Lakeway North/South between Miami Lakes K-8 and Miami Lakes Middle Schools to increase connectivity and provide safer routes for students to navigate to and from each school; and

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

WHEREAS, in accordance with Section 5 of Town Ordinance 17-203, the Town issued a Invitation to Bids (“ITB”) No. 2018-08R on September 7, 2018, the Safe Routes to School (“SRTS”) Miami Lakes Elementary School Project; and

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

WHEREAS, the Town received one (1) bid by the submittal deadline from Florida Engineering & Development, Corp. (“Florida Engineering”); and

WHEREAS, the Town’s Procurement Department performed a due diligence review of the submittal for responsiveness and found that the submittal was responsive; and

WHEREAS, finding no issues that would indicate Florida Engineering was incapable of performing the work, Procurement recommended the award of a contract to Florida Engineering to construct the Project contingent upon receiving additional funds from the Florida Department of Transportation (“FDOT”); and

WHEREAS, FDOT has agreed to provide additional funding in the amount of \$200,000.00 with an additional match amount of \$126,461.05 to be funded from Town monies; and

WHEREAS, the Town Manager concurs with the finding of the Procurement Department and recommends the approval of a contract with Florida Engineering for construction of the SRTS Miami Lakes Elementary School Project in an amount not to exceed \$980,000.00, which includes Florida Engineering’s bid amount of \$890,445.05 and a contingency of \$89,554.95 for unforeseen circumstances; and

WHEREAS, the Town Council approves the recommendations of the Town Manager and authorizes the Town Manager to enter into a contract with Florida Engineering for construction of the SRTS Miami Lakes Elementary School Project in an amount not to exceed \$980,000.00.

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 in substantially the form attached hereto as Exhibit “A” for construction of the SRTS Miami Lakes Elementary School Project in an amount not to exceed \$980,000.00 (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 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 _____, 2018.

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

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

Manny Cid
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

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

EXHIBIT A

Agreement
between the
Town of Miami Lakes
and
Florida Engineering & Development, Corp.
for
SRTS Miami Lakes Elementary School Project,
ITB 2018-08R

**ITB FOR
SAFE ROUTES TO SCHOOL
MIAMI LAKES ELEMENTARY SCHOOL PROJECT**

ITB No. 2018-08R



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**

Alex Rey, 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: Safe Routes to School Miami Lakes Elementary School Project

ITB No.: 2018-08R

Submittals Due: 11:00 AM EST, October 5, 2018

The Town of Miami Lakes (the "Town") will be accepting sealed Bids for the Town's Safe Routes to School Construction 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 October 5, 2018.**

This is grant-funded project administered in coordination with FDOT District 6 Local Agency Program consisting of construction of the shared use path, tree removal, and signal modification.

Scope of Work:

The Contractor must furnish all labor, materials, supplies, tools, equipment, supervision and services necessary for the construction of the shared use path and signal modification at the project location per the attached project plans and in accordance with all applicable FDOT Design Standards, FDOT Standard Specifications, Miami Dade Traffic Specifications and Details for Signal Equipment, and the Americans with Disabilities Act.

Work includes but is not limited to removal of concrete sidewalk and asphalt path, construction of concrete and asphalt shared use paths, excavation, embankment, regulatory signing and pavement markings, and modification of traffic signal equipment as required in the project plans. Landscaping work shown on the attached plans will be done by another contractor. The Work includes furnishing, installing, constructing, delivery, of a complete project with the required maintenance of traffic devices, and quality assurance testing as applicable to the project.

Location: the eastside of Miami Lakeway Drive North/South, between NW 67 Avenue to NW 64th Avenue.

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 \$450,000; and
3. Be an FDOT pre-qualified contractor for work types 39, Traffic Signals, and 40, Other Work Classes; 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. **Subcontractor** means a person, firm or corporation having a direct contract with Contractor, including one who furnishes material, equipment or services necessary to perform the Work.
27. **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.
28. **Town** means the Town Council of the Town of Miami Lakes or the Town Manager, as applicable.
29. **Town Manager** means the duly appointed chief administrative officer of the Town of Miami Lakes or his designee.
30. **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 September 18, 2018 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

B2.09(i) 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.

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, an award shall be made to the Contractor that has successfully completed the most projects 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(i)

B2.16 FDOT DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

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.

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 B2.16(i) 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.”

Plan Requirements

Bidder must include the following in the DBE Affirmative Action Program Plan:

- B2.16(iii)
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.
 - B2.16(iv) 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.

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.

Counting DBE Participation and Commercially Useful Functions

B2.16(v) 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.

Bid Opportunity Reporting

B2.16(d) 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 – September 7, 2018
- Deadline for Receipt of Questions – September 30, 2018 (5 days before Bids due)
- Bids Due – October 5, 2018
- Evaluation – October 12, 2018
- Contract Award – November 6, 2018

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 type 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

Notice of Intellectual Property Interests

C2.18(i) 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:

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.

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.

Comprehensive Business Automobile and Vehicle Liability Insurance:

C3.04(i) 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 C3.04(ii) 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.

Commercial General Liability ("CGL").

C3.04(i) 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.

Umbrella Policy.

Contractor must maintain an umbrella policy with an aggregate limit of \$3,000,000.

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.

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.

Public Records

C6.06(i) 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

C6.06(ii) such exclusion from public disclosure is necessary and legal.

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.

Minimal Disturbance

C7.01(i) 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 Contract. Contractor will comply with all applicable federal, State of Florida, Miami-Dade County, and Town rules regulations, laws, and ordinance as applicable.

C7.09 RELEASE OF LIENS/SUBCONTRACTOR’S STATEMENT OF SATISFACTION

The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an Invoice, whether incorporated in the Project or not, will pass to the Town upon the receipt of payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances and that no Work, materials or equipment will have been acquired by the Contractor or by any other person performing Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor by a Subcontractor or supplier or any other interested party.

The Contractor must, starting with the second (2nd) Invoice, provide the Project Manager completed Partial or Final Releases of Lien/Subcontractor's Statement of Satisfaction Form for the Project. As an option the Contractor may also submit a Consent of Surety if a payment bond has been provided, authorizing the release of payment by the Surety. Failure to submit such documentation will result in rejection of the Invoice. The Contractor must use the Town’s forms, which are available 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 be limited to, acts or neglect by any separate contractor employed by Town, fires, floods, labor disputes beyond the control of the Contractor, epidemics, abnormal weather conditions (if applicable), or acts of God.

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

The Contractor agrees to make no claim for damages for delay of any kind in the performance of the Contract Documents whether occasioned by any act or omission of the Town or any of its representatives and the Contractor agrees that any such claim will be compensated solely by an extension of time to complete performance of the Work due to an Excusable Delay as defined in Articles C9.03, and 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.

Termination for Default

C10.02(iii) 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. Alex Rey
Town Manager
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014
reya@miamilakes-fl.gov

Mr. Raul Gestesi
Town Attorney
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014
gestesir@miamilakes-fl.gov

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 98th Avenue
Hialeah Gardens, FL 33018
jose@floridaengineering.net

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 for the construction of the shared use path and signal modification at the project location per the attached project plans and in accordance with all applicable FDOT Design Standards, FDOT Standard Specifications, Miami Dade Traffic Specifications and Details for Signal Equipment, and the Americans with Disabilities Act.

Work includes but is not limited to removal of concrete sidewalk and asphalt path, construction of concrete and asphalt shared use paths, excavation, embankment, regulatory signing and pavement markings, and modification of traffic signal equipment as required in the project plans. Landscaping work shown on the attached plans will be done by another contractor. The Work includes furnishing, installing, constructing, delivery, of a complete project with the required maintenance of traffic devices, and quality assurance testing as applicable to the project.

Location: the eastside of Miami Lakeway Drive North/ South, between NW 67 Avenue to NW 64th Avenue.

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(i)

D3.01 SOURCE OF SUPPLY

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.

BUY AMERICA

D3.01(ii) 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

D3.01(iv) No preference for State (Florida or otherwise) produced materials shall apply to this Contract.

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

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:

- D3.03(i)
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.

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
FL221	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 NPDES REQUIREMENTS

Contractor must comply with the State of Florida rules and regulations for the National Pollutant Discharge Elimination System (NPDES) including but not limited to all permitting, Notices of Intent, and the Storm Water Pollution Prevention Plan (SWPPP). All costs for NPDES and SWPPP must be included in the Bid price. For further information on compliance requirements for NPDES and SWPPP visit the State of Florida website at <http://www.dep.state.fl.us/water/stormwater/npdes/>. Contractor is responsible for obtaining, completing and paying for any required NPDES application or permits that may be required.

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 E. CONTRACT EXECUTION & BOND FORMS

CONTRACT EXECUTION FORM

This Contract **2018-08R** 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: _____
Alex Rey, 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. **2018-08R**, 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 **Safe Routes to School Miami Lakes Elementary School 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. 2018-08R**, for the **Safe Routes to School Miami Lakes Elementary School 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.: _____

SECTION F. ATTACHMENTS

DAVIS-BACON ACT WAGE DECISIONS
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: Vactor 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

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:

$$\text{Spread rate (lbs/yd}^2\text{)} = t \times G_{mm} \times 43.3$$

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
SAFE ROUTES TO SCHOOL
MIAMI LAKES ELEMENTARY SCHOOL PROJECT**

ITB No. 2018-08R



The Town of Miami Lakes Council:

**Mayor Manny Cid
Vice Mayor Frank Mingo
Councilmember Luis Collazo
Councilmember Tony Lama
Councilmember Ceasar Mestre
Councilmember Marilyn Ruano
Councilmember Nelson Rodriguez**

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

SECTION A. NOTICE TO BIDDERS

ITB Name: Safe Routes to School Miami Lakes Elementary School Project

ITB No.: 2018-08R

Submittals Due: 11:00 AM EST, October 5, 2018

The Town of Miami Lakes (the "Town") will be accepting sealed Bids for the Town's Safe Routes to School Construction 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 October 5, 2018.**

This is grant-funded project administered in coordination with FDOT District 6 Local Agency Program consisting of construction of the shared use path, tree removal, and signal modification.

Scope of Work:

The Contractor must furnish all labor, materials, supplies, tools, equipment, supervision and services necessary for the construction of the shared use path and signal modification at the project location per the attached project plans and in accordance with all applicable FDOT Design Standards, FDOT Standard Specifications, Miami Dade Traffic Specifications and Details for Signal Equipment, and the Americans with Disabilities Act.

Work includes but is not limited to removal of concrete sidewalk and asphalt path, construction of concrete and asphalt shared use paths, excavation, embankment, regulatory signing and pavement markings, and modification of traffic signal equipment as required in the project plans. Landscaping work shown on the attached plans will be done by another contractor. The Work includes furnishing, installing, constructing, delivery, of a complete project with the required maintenance of traffic devices, and quality assurance testing as applicable to the project.

Location: the eastside of Miami Lakeway Drive North/South, between NW 67 Avenue to NW 64th Avenue.

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 \$450,000; and
3. Be an FDOT pre-qualified contractor for work types 39, Traffic Signals, and 40, Other Work Classes; 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 E. BID FORM

Bid submittal of FLORIDA ENGINEERING AND DEVELOPMENT CORP.

(Name of Bidder)

12076 NW 98 AVENUE, HIALEAH GARDENS, FL 33018

(Address)

Submitted on: OCTOBER 5TH / 18

(Date)

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

Safe Routes to School Miami Lakes Elementary School Project

Bid No: 2018-08R

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: \$ 890,445.05

Firm's Name: FLORIDA ENGINEERING AND DEVELOPMENT CORP.

Firm's Street Address: 12076 NW 98 AVENUE

City: HIALEAH GARDENS State/Zip Code: FL/33018

Name of Officer: JOSE REGA 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 2018-08
Safe Routes to School Pedestrian Path Along Miami Lakeway N/S
From Miami Lakes Middle School to Miami Lakes Elementary School
Price Sheet-Form PP

Note: Proposer's pricing as submitted will determine the ("Total Price Amount") for the purpose of evaluating the Proposals. However, unless otherwise stated in the Price Sheet Notes the Contractor will be paid based on actual work performed. See Price Sheet Form Notes for line item details.

Item No.	Description	U/M	Unit Price	Quantity	Extended Price
102-1	MOT	LS	\$ 31,500.00	1	\$ 31,500.00
110-1-1	Clearing & Grubbing	LS	\$ 164,500.00	1	\$ 164,500.00
0120-1	Regular Excavation	CY	\$ 17.00	473	\$ 8,041.00
0120-6	Embankment	CY	\$ 42.00	339	\$ 14,238.00
160-4	Type B Stabilization 12"	SY	\$ 7.10	7,690	\$ 54,599.00
285-701	Optional Base, Base Group 01 (4" Limerock)	SY	\$ 8.50	3,960	\$ 33,660.00
334-1-11	SP Asphaltic Concrete, Type SP-9.5, 1" Thick	TN	\$ 230.00	83	\$ 19,090.00
334-1-11	SP Asphaltic Conc., Type SP-9.5, 2" Avg. Harmonization	TN	\$ 260.00	37	\$ 9,620.00
425-4	Adjust Inlet	EA	\$ 825.00	2	\$ 1,650.00
520-1-10	Concrete Curb and Gutter Type F	LF	\$ 33.00	117	\$ 3,861.00
520-2-5	Concrete Curb, 12" Wide Header Curb	LF	\$ 24.00	279	\$ 6,696.00
522-1	Sidewalk Concrete, 4" Thick	SY	\$ 43.10	3,607	\$ 155,461.70
522-2	Sidewalk Concrete, 6" Thick- Driveway	SY	\$ 67.80	349	\$ 23,662.20
522-2	Sidewalk Concrete, 6" Thick- Driveway Harmonization	SY	\$ 108.60	148	\$ 16,072.80
526-1-1	Pavers, Architectural, Roadway	SY	\$ 245.00	87	\$ 21,315.00
527-2	Detectable Warning	SF	\$ 30.20	524	\$ 15,824.80
570-1-2	St. Augustine "Palmetto", Sod	SY	\$ 11.70	10,021	\$ 117,245.70
580-2-1	Landscape, Remove , Palms	EA	\$ 350.00	11	\$ 3,850.00
580-2-2	Landscape, Remove Large Tree	EA	\$ 1,100.00	39	\$ 42,900.00
580-1-1	Landscape, Remove Small Tree	EA	\$ 350.00	5	\$ 1,750.00
580-1-11	Mulch- Shredded Mala	CY	\$ 46.50	10	\$ 465.00
580-1-12	Rootguard	LF	\$ 21.00	1,200	\$ 25,200.00
630-2-12	Conduit (Under Pavement 3")	LF	\$ 40.70	360	\$ 14,652.00
632-7-1	Cable (Signal)	PI	\$ 8,200.00	1	\$ 8,200.00
635-2-11	Pull and Junction Boxes	EA	\$ 930.00	4	\$ 3,720.00
646-1-11	Aluminum Signal Pole (Pedestal)	EA	\$ 1,690.00	4	\$ 6,760.00
653-1-11	Pedestrian Signal Head Assembly	AS	\$ 934.50	16	\$ 14,952.00
653-1-60	Remove Pedestrian Signal Head Assembly	AS	\$ 320.00	16	\$ 5,120.00
665-1-11	Pedestrian detector (with sign)	EA	\$ 331.00	8	\$ 2,648.00
665-1-60	Remove Pedestrian Detector Assembly	EA	\$ 215.00	8	\$ 1,720.00
670-5-400	Modify Traffic Controler Assembly	AS	\$ 5,000.00	1	\$ 5,000.00
700-1-11	Single Post Sign, F&I, Ground Mount, up to 12 SF	AS	\$ 290.50	16	\$ 4,648.00
700-1-50	Single Post Sign, Relocate	AS	\$ 232.50	9	\$ 2,092.50
711-11-111	Thermoplastic, Standard, White Solid, 6"	NM	\$ 6,000.00	0.00	\$ -
711-11-123	Thermoplastic, Standard, White Solid, 12"	LF	\$ 2.00	1,368	\$ 2,736.00
711-11-125	Thermoplastic, Standard, White Solid, 24"	LF	\$ 3.80	1,069	\$ 4,062.20
711-15-201	Thermoplastic, Standard, Yellow, Solid, 6"	GM	\$ 5,000.00	0.106	\$ 530.00
711-17	Remove Existing Thermoplastic Pavement Markings	SF	\$ 120.00	5	\$ 570.00
Subtotal*					\$ 848,042.90
101-1	Mobilization	LS		1	\$ 42,402.15
TOTAL PRICE AMOUNT					\$ 890,445.05

*Mobilization will be automatically calculated based on 5% of the Subtotal.

Firm's Name: FLORIDA ENGINEERING AND DEVELOPMENT CORP.

Signature: _____

Print Name/Title: JOSE VEGA / PRESIDENT

Email Address: jose@floridaengineering.net

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>9/19/18</u>
Addendum No. <u>2</u> ,	Dated <u>10/3/18</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: FLORIDA ENGINEERING AND DEVELOPMENT CORP.

Signature: _____

Printed Name/Title: JOE VEGA / PRESIDENT



ITB 2018-08R
SRTS Miami Lakes Elementary School Project
Addendum #1
Due Date: 11:00 AM, October 5, 2018

This addendum is incorporated into and made a part of the Request for Qualifications (“RFQ”). The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the RFQ, which take precedence over the RFQ documents. Underlined word(s) indicates additions. Deletions are indicated by strikethrough.

Clarifications

1. In response to reported issues downloading project plans, the Town has made the plans available at the following link, which will remain active until the submittal deadline:
<https://www.dropbox.com/sh/6xw4b9qebq7ocye/AADffvlzoblrqXuvi-ZjltZRa?dl=0>

Acknowledgement:

JANE REATH
Name of Signatory
PRESIDENT
Title
10/5/18
Date

[Signature]
Signature
FLORIDA ENGINEERING & DEV.
Name of Bidder



ITB 2018-08R
SRTS Miami Lakes Elementary School Project
Addendum #2
Due Date: 11:00 AM, October 5, 2018

This addendum is incorporated into and made a part of the Invitation to Bid ("ITB"). The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the ITB, which take precedence over the ITB documents. Underlined word(s) indicates additions. Deletions are indicated by strikethrough.

Questions & Answers

1. The Bid Form does not have an item for the New Landscape. Please advise.

Response: This is intentional. FDOT will fund the removal of existing landscape but will not fund its replacement. The Town intends to utilize a separate contract for the replacement landscape.

Acknowledgement:

JOSE VEGA
Name of Signatory
PRESIDENT
Title
10/5/18
Date

[Signature]
Signature
Fluor Engineering & Dev.
Name of Bidder

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 (5%) of Amount Bid

PROJECT: Safe Routes to School Miami Lakes Elementary School Project, ITB No.: 2018-08R

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.

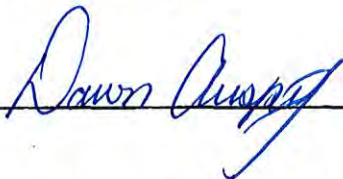
Signed and sealed this 5th day of October, 2018.

Witness/Attest:

By:

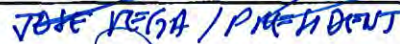


By:



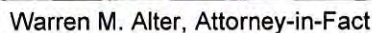
Florida Engineering and Development Corp.

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

110. 01-1707a

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:

(Seal)

By

Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

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 5th day of October, 2018

(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.

**CERTIFICATE OF AUTHORITY
(IF CORPORATION)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of Florida Engineering & Development a corporation organized and existing under the laws of the State of Florida, held on the 5th day of October 2018, 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 5th day of October, 2018.

Secretary: [Signature]

Print: Elena 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 DIXIE)

The foregoing instrument was acknowledged before me this 10th day of OCTOBER, 2018, by JOSE VEGA, who is personally known to me or who has produced _____ as identification and who (did / did not) take an oath.

SIGNATURE OF NOTARY PUBLIC



STATE OF FLORIDA

PRINTED, STAMPED OR TYPED
NAME OF NOTARY PUBLIC

SECTION F. QUESTIONNAIRE

This completed form must be submitted with the Bid. The Town may, at its sole discretion, require that the Bidder submit additional information not included in the submitted form. Such information must be submitted within seven (7) calendar days of the Town's request. Failure to submit the form or additional information upon request by the Town will result in the rejection of the Bid as non-responsive. Additional pages may be used following the same format and numbering. Some information may not be applicable, 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?

15

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

GENERAL CONTRACTOR CGC-F045310 11/19/88

GENERAL ENGINEERING E0900376

FDOT CERTIFICATION 5/28/18

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

b. Date company was licensed by the State of Florida or Miami-Dade County: 11/19/18

c. State and Date of Incorporation: FLORIDA

c. What is your primary business? UNDERGROUND AND ROADWAY CONSTRUCTION
(This answer should be specific)

d. Name of Qualifier, license number, and relationship to company:
JOSE VERA / 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](#)

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Medina Omar
MEDINA OMAR

D.B.A.:

CTQB
Construction Trades Qualifying Board
BUSINESS CERTIFICATE OF COMPETENCY
E0900376

FLORIDA ENGINEERING & DEVELOPMENT CORP

is certified under the provisions of Chapter 10 of Miami-Dade County

QUALIFYING TRADE(S)
GENERAL ENGINEERING

0001



Jaime D. Gascon, P.E.
Secretary of the Board
Miami-Dade County retains all property rights herein.

www.miamidade.gov/economy





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://fdotwpl.dot.state.fl.us/ContractorPreQualification/](https://fdotwpl.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 VEGA	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 VEGA	PRESIDENT	ALL
OMAR MARIUA	VICE-PRESIDENT	No - Cost
ESUA REYES	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: If yes, please explain:

NO

8. Insurance Information

a. Insurance Carrier name & address: Collinsworth, Alter, Fowler & French
800 Governors Sq. Blvd #301, Miami Lakes, FL, 33016

b. Insurance Contact Name, telephone, & e-mail: Victoria Plumley
305-583-9134 ; vplumley@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: Alter Surety Group, Inc.
5979 NW 151 St #202, Miami Lakes, FL, 33014

b. Bond Carrier Contact Name, telephone, & e-mail: Dawn Huspitz
305-517-3803 Ext: 301 ; dawn@altersurety.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, 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. 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? Y No (If , provide an attachment that provides an explanation of the project and an explanation.

13. Has your company been cited for any OSHA violations in the past five (5) years? If yes, please provide an attachment including all details on each citation, Yes No

14. Provide an attachment listing all of the equipment, with a value of \$3,000 or greater, owned by your company. *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.
<i>P.J. STAMPING</i>	<i>STAMPING & SIGNAGE</i>	<i>1.82%</i>
<i>HOMESTEAD CONCRETE</i>	<i>CONCRETE</i>	<i>17.50%</i>
<i>ARAZOZA BROTHERS</i>	<i>LANDSCAPE</i>	<i>11.50%</i>

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, Asphalt - 60%. JV
& Miscellaneous.

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,

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	Equip. 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	FF120CX036483	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		ALIG22615	SS807

Forklift

12/10/2009	Forklift	Clark			GPX711-0029-9330	FL11
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Trencher

3/11/2011	Trencher					
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PICKUP TRUCKS

10/14/2014	Pick Up	F-150 4x4	2014		1FTFW1ET2EFB44008	PU11
12/10/2008	Pick up	Ford F-150	2005		1FTRF12XXX55828	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		1FTRF12216NA01843	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		1HTMKAAN99H049193	FT22
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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		1UYF524583A077401	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	2npnhd7x44m817952	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 Broom 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 Ve	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 Lauderhill, 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)



D.B.A.:

FLORIDA ENGINEERING & DEVELOPMENT CORP

CTQB
Construction Trades Qualifying Board
BUSINESS CERTIFICATE OF COMPETENCY
E0900376

Medina Omar
MEDINA OMAR

is certified under the provisions of Chapter 10 of Miami-Dade County

QUALIFYING TRADE(S)
GENERAL ENGINEERING

0001

Jaime D. Gascon, P.E.
Secretary of the Board

Miami-Dade County retains all property rights herein.



www.miamidade.gov/economy



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 Attached*

D. Declaration

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

Executed on 10/5/18 (date)

Authorized representative (print): JOSE VEGA / PRESIDENT

Authorized representative (signature): 

Florida Engineering & Development Corp
 12076 NW 98th Ave.
 Hiialeah Gardens Florida 33018

Schedule of Work in Progress Over Billing as of 6/30/2018
 Date it is prepared: 07/14/2018

Job name and number	IMPUT		IMPUT		IMPUT		=B-(C+I)		=D		=M-N	
	Contract Amount	Cost to 6/30/2018	Billed to 6/30/2018	Remaining Backlog	Estimated Cost to Complete	Estimated Gross Earnings	Future Workload (Backlog)					
Total Contracts												
14105 AVE Phase 3 Infra Structures	5,031,975.00	3,161,518.00	4,464,224.00	565,149.47	400,000.00	165,149.47						
16101 Park Square	4,730,048.00	4,181,080.00	4,725,910.00	16,908.81	15,000.00	1,908.81						
16103 Ave Site I	793,568.00	355,052.00	705,918.00	114,718.35	60,000.00	54,718.35						
16104 Sunrise Bike Lane Path	2,744,571.00	2,398,855.00	2,744,571.00	-	-	-						
16105 City of Doral 66th Street	1,227,018.00	968,279.00	1,208,061.00	-	-	-						
16107 Off Lease Only	4,745,783.00	3,761,136.00	4,745,783.00	-	-	-						
16108 City of West Park 40th Street	1,770,852.00	1,411,016.00	1,770,852.00	-	-	-						
17101 NOMA Apartments	1,596,147.00	709,874.00	1,422,173.00	197,085.84	100,000.00	97,085.84						
17102 Miami Dade County NE 16th Ave	4,221,348.00	2,123,715.00	1,920,552.00	1,936,538.82	1,800,000.00	136,538.82						
17104 University of Miami	520,218.00	282,788.00	520,218.00	-	-	-						
17105 5250 Park Tower 10	628,286.00	249,167.00	381,670.00	204,228.22	120,000.00	84,228.22						
17106 Doral Garage No.3	218,221.00	4,260.00	196,596.00	41,486.88	1,000.00	40,486.88						
17107 City of Hallandale 14th Ave.	1,210,439.00	1,103,164.00	1,210,439.00	-	-	-						
17108 South Motors Infinity	290,480.00	97,030.00	193,170.00	98,782.56	50,000.00	48,782.56						
17110 City of Lakeworth DT Water Imp.	1,357,993.00	273,463.00	234,631.00	976,508.71	700,000.00	276,508.71						
17111 City of Lakeworth Neighborhood Imp	850,000.00	622,373.00	840,842.00	127,667.19	110,000.00	17,667.19						
17112 City of Sunrise NW 64th Ave.	1,672,853.00	102,187.00	327,387.00	1,559,056.36	1,400,000.00	159,056.36						
17114 City of Oakland Park Pak 8	5,447,035.00	218,165.00	290,475.00	5,204,629.44	4,684,166.50	520,462.94						
18101 Town of SW Ranches	480,275.00	26,555.00	94,682.00	450,769.44	405,692.50	45,076.94						
18102 AliBaba	247,500.00	74,404.00	128,321.85	119,975.90	70,000.00	49,975.90						
18103 Town of Cooper City	2,319,653.00	1,040.00	-	2,318,497.44	2,086,647.70	231,849.74						
18104 CMB Street Reconfiguration	442,650.00	-	-	442,650.00	398,385.00	44,265.00						
	42,546,913.00	22,125,121.00	28,126,475.85	14,374,653.44	12,400,891.70	1,973,761.74						



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 \$450,000) 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 & DET.

Reference's Name: CITY OF DORAL

Address: 8401 NW 53rd Terrace, Doral, FL 33156

Name of Project: NW 66th STREET ROADWAY IMP.

Contact Person (Name/Title): CARLOS ARROYO / CHIEF OF CONSTRUCTION

Contact Telephone #: 305-593-6740 Ext: 6009 Contact E-Mail Address: carlos.arroyo@cityofdoral.com

Location of Services: _____

Initial Contract Value: \$ 1,183,000 Final Contract Value: \$ 1,183,000

Is the Contract still active?: Yes 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 & Roadway Construction.

FOR OFFICIAL USE ONLY

- Attempt 1 _____
Time and Date Message Left Verified
- Attempt 2 _____
Time and Date Message Left Verified
- Attempt 3 _____
Time and Date Message Left Verified
- Attempt 4 _____
Time and Date Message Left Verified

Vendor Reference Form

Reference #2 (required)

Proposer's Name: PLUMBA ENGINEERING & INC.

Reference's Name: CITY OF WEST PALM

Address: 1925 South Ln 7, West Palm, FL, 33023

Name of Project: SW 40th AVENUE COMPLETE STREET IMP.

Contact Person (Name/Title): G NEGG PERRY / CITY ENGINEER

Contact Telephone #: 786-251-9291 Contact E-Mail Address: gperry@perrintl.com

Location of Services: _____

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 & Roadway Imp. & Landscape

FOR OFFICIAL USE ONLY

- Attempt 1 _____
Time and Date Message Left Verified
- Attempt 2 _____
Time and Date Message Left Verified
- Attempt 3 _____
Time and Date Message Left Verified
- Attempt 4 _____
Time and Date Message Left Verified

Vendor Reference Form

Reference #3 (required)

Proposer's Name: CPM ENGINEERING & DEV.

Reference's Name: AVIATION & COMMERCE CENTER, LLC.

Address: 14350 NW 56 CT, MIAMI, FL, 33054

Name of Project: NW 154th STREET ROADWAY CONSTRUCTION

Contact Person (Name/Title): AL HERNANDEZ / COMMERCIAL PROJECT DIRECTOR

Contact Telephone #: 305-796-3669 Contact E-Mail Address: ahernandez@cpfinv.com

Location of Services: CITY OF OPA-LOCCA

Initial Contract Value: \$ _____ Final Contract Value: \$ 3,650,000

Is the Contract still active?: Yes No Number of Change Orders: _____

Start Date: _____ Completion Date: 8/16

Brief description of the scope of work performed for this reference:

Earthworks, Drainage, Water, Sewer, Large Main, Concrete, Lighting, Landscape, Irrigation & Roadway Construction.

FOR OFFICIAL USE ONLY

- Attempt 1 _____
Time and Date Message Left Verified
- Attempt 2 _____
Time and Date Message Left Verified
- Attempt 3 _____
Time and Date Message Left Verified
- Attempt 4 _____
Time and Date Message Left Verified

SECTION G. FORMS & AFFIDAVITS

TRENCH SAFETY ACT

Contract No. 2018-08R

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
_____	_____	_____	\$ _____	\$ _____	_____
_____	_____	N/A	\$ _____	\$ _____	_____
_____	_____	_____	\$ _____	\$ _____	_____
_____	_____	_____	\$ _____	\$ _____	_____
_____	_____	_____	\$ _____	\$ _____	_____
Total			\$ _____		

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 & DEVELOPMENT, Corp., 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 [Signature]
- Witness [Signature]

By: [Signature]

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 REGA
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 REGA executed said
Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this day of, ^{10/5} 20 18

My Commission Expires:



EVELYN ALEMAN
Commission # GG 165528
Expires March 10, 2022
Bonded Thru Budget Notary Services

[Signature]
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
 JOSE VERA / PRESIDENT

10/5/18

 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 CORP.
[print name of entity submitting sworn statement]

whose business address is

1276 NW 98 Avenue
Highland Garden, 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 than an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, will be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months will be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal

power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature of Entity Submitting Sworn Statement JOSE VEGA / PRESIDENT

Sworn to and subscribed before me this 5th day of October, 2018.

Personally known

OR produced identification _____ Notary Public – State of Florida

(type of identification) My commission expires _____



EVELYN ALEMAN (Printed, typed or stamped commissioned
Commission # GG 165578 name notary public)
Expires March 10, 2022
Bonded Thru Budget Notary Services

[Signature]

CONFLICT OF INTEREST AFFIDAVIT


State of } Florida
} SS:
County of } MIAMI DADE

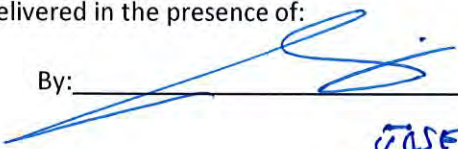
I being first duly sworn, deposes and says that he/she is the (Owner, Partner, Officer, Representative or Agent) of FLORIDA ENGINEERING & DEV. the Bidder that has submitted the attached Bid/Proposal and certifies the following;

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 VEGA

(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 ^{10/5} 2018.

My Commission Expires:



Notary Public State of Florida at Large

Form COI



EVELYN ALEMAN
Commission # GG 165528
Expires March 10, 2022
Bonded Thru Budget Notary Services

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: FLORENCE ENGINEERING AND DEVELOPMENT

Authorized representative (print): JOSE VEGA / PRESIDENT

Authorized representative (signature):  Date: 10/5/18

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: FLORIDA ENGINEERING AND DESIGN GROUP
Signature of Owner/Officer: _____ / JOSE VERA
Title: PRESIDENT Date: 10/5/18

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.

FLORIDA ENVIRONMENT AND DEV.

Company Name:

10/5/18

Date


Authorized Signature:

JOSE VERA / PRESIDENT

Printed Name and Title

SECTION I. ATTACHMENTS

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LAP CERTIFICATION OF CURRENT CAPACITY

CONFIDENTIAL

For bids to be received on October 5th / 2018
(Letting Date)

Fill in your FDOT Vendor Number
VF 830345690002
(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) \$ 14,374,653.44

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 5th day
of October, 2018

FWMA ENGINEERING AND DEVELOPMENT
NAME OF FIRM
By: [Signature]
JOSE VERA / PRESIDENT
Title

STATUS OF CONTRACTS ON HAND

(Furnish complete information about all your contracts, whether prime or subcontractors; 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	\$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
 12076 NW 98th Ave.
 Hialeah Gardens Florida 33018

Schedule of Work in Progress Over Billing as of 6/30/2018
 Date it is prepared: 07/14/2018

Job name and number	IMPUT		IMPUT		IMPUT		=B-(C+I)		=D		=M-N	
	Contract Amount	Cost to 6/30/2018	Billed to 6/30/2018	Remaining Backlog	Estimated Cost to Complete	Estimated Gross Earnings	Future Workload (Backlog)					
Total Contracts												
14105 AVE Phase 3 Infra Structures	5,031,975.00	3,161,518.00	4,464,224.00	565,149.47	400,000.00	165,149.47						
16101 Park Square	4,730,048.00	4,181,080.00	4,725,910.00	16,908.81	15,000.00	1,908.81						
16103 Ave Site I	793,568.00	355,052.00	705,918.00	114,718.35	60,000.00	54,718.35						
16104 Sunrise Bike Lane Path	2,744,571.00	2,398,855.00	2,744,571.00	-	-	-						
16105 City of Doral 66th Street	1,227,018.00	968,279.00	1,208,061.00	-	-	-						
16107 Off Lease Only	4,745,783.00	3,761,136.00	4,745,783.00	-	-	-						
16108 City of West Park 40th Street	1,770,852.00	1,411,016.00	1,770,852.00	-	-	-						
17101 NOMA Apartments	1,596,147.00	709,874.00	1,422,173.00	197,085.84	100,000.00	97,085.84						
17102 Miami Dade County NE 16th Ave	4,221,348.00	2,123,715.00	1,920,552.00	1,936,538.82	1,800,000.00	136,538.82						
17104 University of Miami	520,218.00	282,788.00	520,218.00	-	-	-						
17105 5250 Park Tower 10	628,286.00	249,167.00	381,670.00	204,228.22	120,000.00	84,228.22						
17106 Doral Garage No.3	218,221.00	4,260.00	196,596.00	41,486.88	1,000.00	40,486.88						
17107 City of Hallandale 14th Ave.	1,210,439.00	1,103,164.00	1,210,439.00	-	-	-						
17108 South Motors Infinity	290,480.00	97,030.00	193,170.00	98,782.56	50,000.00	48,782.56						
17110 City of Lakeworth DT Water Imp.	1,357,993.00	273,463.00	234,631.00	976,508.71	700,000.00	276,508.71						
17111 City of Lakeworth Neighborhood Imp	850,000.00	622,373.00	840,842.00	127,667.19	110,000.00	17,667.19						
17112 City of Sunrise NW 64th Ave.	1,672,853.00	102,187.00	327,387.00	1,559,056.36	1,400,000.00	159,056.36						
17114 City of Oakland Park Pak 8	5,447,035.00	218,165.00	290,475.00	5,204,629.44	4,684,166.50	520,462.94						
18101 Town of SW Ranches	480,275.00	26,555.00	94,682.00	450,769.44	405,692.50	45,076.94						
18102 AllBaba	247,500.00	74,404.00	128,321.85	119,975.90	70,000.00	49,975.90						
18103 Town of Cooper City	2,319,653.00	1,040.00	-	2,318,497.44	2,086,647.70	231,849.74						
18104 CMB Street Reconfiguration	442,650.00	-	-	442,650.00	398,385.00	44,265.00						
	42,546,913.00	22,125,121.00	28,126,475.85	14,374,653.44	12,400,891.70	1,973,761.74						

**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: JOSE VEGA Date: 10/5-18 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 12076 NW 98 AVENUE, HAGEATH GARDENS, R. 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 VERIA Title: PRESIDENT Telephone No. 31820 8393 Date (mm/dd/yyyy): 10-5-18	
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 CORP.
By: JOSE VERA
Date: 10-5-18
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.

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>15</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
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1. Federal Tax ID Number: _____ 2. Firm Name: <u>HOMESTEAD CONCRETE & DRAINAGE</u> 3. Phone: <u>305-248-9649</u> 4. Address: <u>221 SW 4th AVENUE</u> <u>HOMESTEAD,FL,33030</u> 5. Year Firm Established: _____	6. <input checked="" type="checkbox"/> DBE 7. <input type="checkbox"/> Subcontractor <input type="checkbox"/> Subconsultant	8. Annual Gross Receipts <input type="checkbox"/> Le <input type="checkbox"/> Non-DBE <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 7. <input type="checkbox"/> Subcontractor <input type="checkbox"/> Subconsultant	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
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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 7. <input type="checkbox"/> Subcontractor <input type="checkbox"/> Subconsultant	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
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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)

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 CORP
12076 NW 98 AVE
HIALEAH GARDENS FL 33018

RECEIPT NO.

**RENEWAL
6144968**

**EXPIRES
SEPTEMBER 30, 2018**

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

OWNER

FLORIDA ENGINEERING AND

Worker(s)

12

SEC. TYPE OF BUSINESS

196 GENERAL BUILDING CONTRACTOR
CGC045310

**PAYMENT RECEIVED
BY TAX COLLECTOR**

\$51.00 08/29/2017
FPPU02-17-021745

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 AVE
HIALEAH GARDENS, FL 33018
Business Type: CONTRACTOR - OTHER

Date: 09/05/2017
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
2017 – 2018

LICENSE MUST BE EXHIBITED CONSPICUOUSLY AT YOUR PLACE OF BUSINESS



Town of Miami Lakes Memorandum

To: Honorable Mayor and Town Councilmembers
From: Edward Pidermann, Town Manager
Subject: Resolution to Grant the Town Manager Authority to Terminate without Cause the Interlocal Agreement between Miami-Dade County and the Town of Miami Lakes for the Provision of Public Transportation Services
Date: 2/5/2019

Recommendation:

It is recommended that the Town Council approve a resolution to grant the Town Manager authority to terminate the Interlocal Agreement between Miami-Dade County and the Town of Miami Lakes for the Provision of Public Transportation Services.

Background:

In 2015, the Town adopted the 2015-2025 Strategic Plan. An initiative identified as part of the plan is objective 1.7.1 Feed County Bus System through Ridesharing. The goal of this initiative is to convert the Town's Moover fixed route circulator service to a full on-demand ridesharing transportation service. Currently, the Town has an agreement with Freebee to provide on-demand ridesharing services, which the Town wants to expand to replace the Moover bus service.

In order to fund this expansion, the Town worked closely with Citizen's Independent Transportation Trust (CITT) and the Miami-Dade County Commissioners (BCC) to amend the County ordinance related to the People's Transportation Plan (PTP) to allow special tax revenues to be used toward on-demand transportation services. The PTP ordinance was amended by the BCC in May of 2018 and the use of PTP dollars for on-demand services became effective in November 2018.

In moving forward with implementing Strategic Plan initiative 1.7.1, the Town held a public meeting on Monday, January 28th to inform the community about the proposed changes to the Moover service and to solicit feedback from the community regarding these changes.

To recap the public meeting, below is a summary of the proposed changes to the Moover bus service:

- The Town will convert the Moover fixed circulator route to a complete on-demand transportation service, which will be provided by our current provider Freebee.

- The Freebee service hours will be expanded to cover similar hours as the Moover bus service. The Freebee service will run Monday to Friday from 6:30 am to 7:00 pm and on Sunday's from 10 am to 2:00 pm.
- The Town will be adding a third vehicle to the Freebee fleet. This new vehicle is an all electric (10) passenger van, which will allow the Town to expand the Freebee service area to cover the whole Town. Currently, some sections of the Town are not serviced by Freebee, since the smaller (5) passenger vehicles are restricted to roads with speed limits of 35 mph or less.
- The Town anticipates implementing these changes by April 2019 and funding for the changes was incorporated in the FY 2018-2019 budget cycle.

Following the public meeting, the next step for the Town is terminate the existing Interlocal Agreement between the Town and the County for the Provision of Public Transportation. Per section 8.5 of the Interlocal Agreement, either party may terminate the agreement upon sixty (60) days written notice to the other party. Thus, it is recommended that the Town Council authorize the Town Manager to terminate said agreement, in order to take the steps necessary to implement Strategic Plan initiative 1.7.1.

ATTACHMENTS:

Description

Resolution

Interlocal Agreement

RESOLUTION NO. 19 - _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, TO TERMINATE THE INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY THROUGH MIAMI-DADE TRANSIT (MDT) FOR THE OPERATION OF PUBLIC TRANSPORTATION SERVICES WITHIN THE TOWN; AUTHORIZING THE TOWN MANAGER TO TERMINATE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE. (Pidermann)

WHEREAS, in 2012, the Town of Miami Lakes Council (the “Town Council”) passed resolution 12-964 approving a interlocal agreement for public transportation Town Wide (“Interlocal Agreement”); and

WHEREAS, in 2015, the Town adopted the 2015-2025 Strategic Plan, which included provisions to convert from a fixed route circulator service to a full on-demand ridesharing transportation service; and

WHEREAS, in order to meet the Strategic Plan objective, the Town entered into an agreement with Freebee in order to provide on-demand transportation services; and

WHEREAS, on January 28, 2019, the Town held a public workshop in order to inform Town Residents about changes to public transportation which includes expansion of Freebee’s fleet, it’s area of service and complete migration to on-demand transportation services; and

WHEREAS, in order to convert from fixed route circulator service to a full on-demand ridesharing transportation service it is necessary to terminate the existing Interlocal Agreement between the Town and Miami-Dade County; and

WHEREAS, section 8.5 Interlocal Agreement states that the Town “may terminate this agreement with or without cause upon no less than sixty (60) days written notice to the other party, if the County or the Town terminates..... the Town agrees to reimburse the County on a prorated basis for financial assistance it has received for the year; and

WHEREAS, provided that no reimbursements are required, the Town Manager recommends termination of the Interlocal 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. Termination of the 2012 Interlocal Agreement with Miami-Dade County for Public Transportation with the Town. Provided that no reimbursements to Miami-Dade County are necessary, the 2012 Interlocal Agreement between Town of Miami Lakes and Miami-Dade County, passed in Town Resolution 12-964 is hereby terminated.

Section 3. Town Manager Authority The Town Manager, and or his designate are authorized to take any necessary steps to execute, sign, forward any document in order to effectuate this Resolution.

***** THIS SECTION HAS BEEN LEFT PURPOSEFULLY BLANK *****

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

Passed and adopted this ____ day of _____ 2019

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

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

MANNY CID
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

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



Interlocal Agreement Between
Miami-Dade County and the Town of Miami Lakes
for the Provision of Public Transportation Services

This is an Interlocal Agreement, made and entered into by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as "the County" and the Town of Miami Lakes, a municipal corporation of the State of Florida, hereinafter referred to as "the Town".

WITNESSETH:

WHEREAS, residents of Miami Lakes wish to enhance their transit mobility, and the operation of a municipal circulator provides the opportunity of transit to match the travel needs of the residents of Miami Lakes; and,

WHEREAS, the provision of regularly scheduled transit circulator services can help decrease the need for specialized transportation services by the County; and

WHEREAS, the provision of regularly scheduled transit circulator service will connect with existing Miami-Dade Transit (MDT) services and help increase the use of services provided by MDT; and

WHEREAS, the Town has sponsored and is willing to provide an alternative form of supplemental public transit throughout the Town and has secured and obligated the necessary funds to provide;

NOW THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, the County and the Town agree as follows:

ARTICLE 1

DEFINITIONS

- 1.1 "ADA" shall mean the Americans with Disabilities Act of 1990, as amended
- 1.2 "Contractor" shall mean any entity, public or private providing public circulator services as described in this Agreement under contract to the Town.
- 1.3 "Circulator" shall mean fixed route or semi-fixed route public transportation circulator services where at least seventy (70%) percent of the route is within the Town and said circulator service is operated by the Town, directly or by contract, pursuant to this Agreement and Chapter 31 of the code of Miami-Dade County.
- 1.4 "The County" shall include Miami-Dade County, the Miami-Dade Transit Miami-Dade Consumer Services Department, and authorized representatives thereof.
- 1.5 "The Town" shall mean Town of Miami Lakes and authorized representatives there.
- 1.6 "FDOT" shall mean the Florida Department of Transportation and authorized.
- 1.7 "MDT" shall mean the Miami-Dade Transit and authorized representatives thereof.
- 1.8 "USDOT" shall refer to the U.S. Department of Transportation, its rules and regulations and representatives thereof.
- 1.9 "FTA" shall mean the Federal Transit Administration, its rules and regulations, representatives thereof.
- 1.10 "CSD" shall mean the Consumer Services Department of Miami-Dade County
- 1.11 "PTRD" shall refer to the Passenger Transportation Regulatory division of CSD.
- 1.12 "Federal Reporting Requirements" shall mean those requirements referenced in 49 CFR Section 5335(a), as may be amended from time to time, and found in the National Transit Database Reporting Manual published by the FTA.
- 1.13 "Fares" for the circulator service shall mean individual transportation fees paid by public transit passengers in accordance with a schedule of fares adopted by County Ordinance.
- 1.14 "STS", Special Transportation Service, is the component of the conventional transit system designed to provide comparable circulator service to disabled individuals as mandated in the ADA.

ARTICLE 2

GENERAL REQUIREMENTS

- 2.1 Compliance with Applicable Laws and Regulations. The Town and its contractors, if any, shall comply with all existing and future laws, statutes, ordinances, codes, rules, regulations and procedural requirements, whether federal, state, or local, which are applicable to or in any manner affect, the provision of Town of Miami Lakes Circulator Services. The Town shall be responsible for ensuring compliance of its employees, contractors, agents, or assigns with all applicable county, state and federal requirements, including, but not limited to, all safety, mechanical, and vehicular standards mandated by MDT and CSD. The Town shall be responsible for obtaining copies of the appropriate laws, regulations, ordinances, and documents and complying therewith.
- 2.2 The County Regulatory Requirements. Prior to the commencement of the circulator service under this Agreement, the Town and/or its contractors, if any, shall have current and valid certificates of transportation, permits, and chauffeur registrations as required by Chapter 31 of the Code of Miami-Dade County. The Town and its contractors shall maintain such certificates, registrations and permits current during the Period of this Agreement. In no event shall the Town or any of its contractors provide any transportation services contemplated by this Agreement until any and all County regulatory requirements are satisfied.
- 2.3 Vehicle Licensing. All vehicles utilized to provide transportation services shall at all times be properly licensed and permitted in accordance with applicable federal, state and county requirements. Vehicle operators shall comply with all safety, mechanical and vehicular standards mandated by any applicable county, state and federal requirements including, but not limited to, all safety, mechanical and vehicular standards mandated by MDT and CSD.
- 2.4 Vehicle Standards. Vehicles shall comply with all of the Requirements contained in Chapter 30 and 31 of the Code of Miami-Dade County, pertinent state statutes and other directives as may be prescribed and required by CSD or MDT. All vehicles utilized to provide transportation services authorized by this Agreement shall at all times display a current and valid county permit and shall comply with safety, mechanical and vehicular requirements mandated by applicable county, state or federal requirements, including ADA.
- 2.5 Chauffeur Requirements. Vehicle chauffeurs shall at all times have a current and valid county chauffeur's registration, vehicle chauffeurs shall also comply with any safety, mechanical and vehicle standards mandated by applicable county, state and federal requirements and as may be prescribed and required by CSD or MDT.
- 2.6 Proof of Compliance Prior to Operation. The Town and/or its contractors, if any shall provide the County with proof of compliance with licensure, insurance and any other requirements mandated by the Code of Miami-Dade County, state statute or federal law prior to commencement of the circulator service.
- 2.7 Purchase of Services/Sole Responsibility. The parties agree that this Agreement is a contract for the purchase of transportation services provided by the Town for the benefit of citizens of Town of Miami Lakes and of the County. Town employees, agents and contractors providing transportation services shall be considered to be, at all times, solely

employees, agents and contractors of the Town under its sole direction and not employees, agents or contractors of the County.

- 2.8 Compliance with ADA. The Town's circulator services shall comply with all applicable requirements of the ADA. The Town and the County recognize their joint obligation to provide STS in the area served by the Town's Circulator service. In fulfillment of the Town's obligation, the Town hereby contracts with the County to provide STS Service at no cost to the Town. To the extent that any terms in the Agreement are in conflict with ADA, the requirements of the ADA shall control.
- 2.9 Compliance with Procurement Requirements. The Town agrees to comply with applicable federal and state procurement requirements, as may be amended from time to time, when entering into contracts with third parties to fulfill the obligations under this Agreement.
- 2.10 County's Right to Submit Proposals and Bids. The County shall be given the opportunity to bid upon any Requests for Proposals, Requests for Qualifications, or Requests for bids which the Town shall be considered, along with private contractors, for provision of services to be provided by the Town pursuant to this Agreement.
- 2.11 Drug-free Workplace and Testing. In accordance with the Code of Miami-Dade County, the Town shall certify that it will have drug-free workplace program. Further, the Town shall require pre-employment drug testing and other periodic drug testing for all persons holding safety-sensitive positions, as defined by USDOT, related to transit operation. Effective upon execution of the Agreement, the Town shall require that its employees or contractor if applicable, comply with all applicable requirements of the USDOT regulations for drug and alcohol testing. To the extent that any terms in this Agreement are inconsistent with the USDOT regulation, the requirements of the USDOT shall control.
- 2.12 Town Representative. The Town shall designate individual(s) to act as liaison to the County and notify the County thereof. The Town shall promptly notify the County of any changes.
- 2.13 County Representative. The County shall designate individual(s) to act as liaison to the Town and notify the Town thereof. The County shall promptly notify the Town of any changes.
- 2.14 Amendments or modifications. Unless provided otherwise elsewhere in this Agreement, amendments and modifications to this Agreement must be in writing and shall require the signatures of the County Mayor or designee and the Town Manager, or their designees, subject to authorization by their respective Boards. Notwithstanding the foregoing, amendments to this Agreement regarding alignments, schedules, and fares, as described in Section 2-150 (c) of the Miami-Dade County Code, may be approved by the County Mayor or designee and the Miami Lakes Town Manager or their designees.

ARTICLE 3

TOWN OF MIAMI LAKES TRANSPORTATION SERVICES

- 3.1 Provision of Town Circulator. The Town shall provide public transportation service on one or more routes within the Town of Miami Lakes as contained in **Figure 1** and schedules contained in **Figure 2**, copies of which are attached. Changes to **Figure 1 or 2** shall be consistent with Chapter 31 of the Code of Miami-Dade County and be effective only upon the written consent of the County Mayor or designee and the Miami Lakes Town Manager or their designees.
- 3.2 Fares. The Town shall operate the Circulator without charging a Circulator fare in accordance with public transit fares established by the Town of Miami Lakes Council, as may be modified from time to time. Initially no fare shall be collected until such a time as the Town of Miami Lakes Council enacts an Ordinance with an alternate fare structure.
- If an alternate fare structure is enacted, the Town shall accept MDT passes, transfers, or identification entitling a passenger to ride a Town Circulator without paying any additional fare. Qualified passengers shall pay no fare. MDT Easy Cards and Tickets, or identification entitling a passenger shall be accepted to enable passengers to ride the Circulator without paying an additional fare.
- 3.3 Connection and Coordination with County Bus Routes. The Circulator shall connect with regular County Metro routes at points where the routes, intersect, merge or diverge.
- 3.4 Operation of Routes Their Entirety. The Town shall be responsible for ensuring that Circulator routes are operated in their entirety with no deviation from the approved routes and schedules unless otherwise authorized by the Town.
- 3.5 Shuttle Shown on County Bus Schedules. The County shall provide information on the Town's Circulator service through MDT's routine and customary public information dissemination processes, including its transit information telephone service, and transit website.
- 3.6 Issuance of Circulator Schedules. The County shall make available to its Metrobus, Metrorail and Metromover passengers map and schedules provided by the Town to MDT.
- 3.7 Planning and Scheduling of Circulator Routes. The County, through the MDT Director or his designee, may assist the Town staff with technical support for planning and scheduling of Town circulator services.
- 3.8 Use of Logo. The Town may wish to design a logo uniquely identifying its circulator service. If they do so, such logo shall at all times be displayed on the exterior of all vehicles operation pursuant to this Agreement. The County shall allow the display of the Circulator logo on the County's bus stop signs at all stops common to the Town and the County bus routes does not interfere with previously placed signage, and is done in coordination with MDT staff. The Town shall be responsible for placing the logo on the pertinent signs.

- 3.9 Bus Stop Signs and Signposts. The Town may provide, install and maintain bus stop signs and signposts at stops along the Town's Circulator routes. In the event that the Town , its contractor, licensee, permittee, or assignee installs sign facilities that can accommodate Metrobus bus stop information, the County may elect to utilize the Town 's sign facility to display Metrobus bus stop information. If such election is made, MDT shall provide to the Town the materials to be displayed on the bus stop sign facility, in the size and format to be specified by the Town and the Town will remove the County's signs and return the signs to the County. The Town shall be responsible for installing the Metrobus stop information in/on the bus stop sign facility.
- 3.10 Bus Passenger Shelters and Benches
The Town agrees that it will be the responsibility of the Town to comply with all ADA standards regulations with regards to accessibility to and from bus passengers stops and bus shelters which the Town installs.
- 3.11 Bus Stops and Bus Bays or Pull-outs. The Town shall, at its sole option, provide, install, and maintain bus stop sites, including bus bays or pull-outs at Shuttle stops along the Town 's circulator routes, provided that any proposed bus bays or pull-outs shall be first reviewed and approved by the County or State, as appropriate.
- 3.12 Non-Interference and Non-Disturbance. The County and the Town hereby mutually agree not to interfere with or unreasonably impede the free flow of pedestrian movement or of each other's public transit vehicular traffic or passengers accessing or egressing Metrobus or Miami Lakes Circulator in-service vehicles.

ARTICLE 4

RECORDS AND REPORTS

- 4.1 Reporting Requirements. The Town shall collect or assure the collection of all information required for Federal and State reporting purposes, and shall provide collected and compiled information to the County no less often than quarterly. The Town shall annually prepare and submit to the County a copy of said reports no later than ninety (90) days after the close of the County's fiscal year.
- 4.2 Additional Information. The Town shall provide additional information about the Town Circulator service operations as requested by the County within thirty (30) days, unless a different time period is agreed upon by the Town and the County.

ARTICLE 5

INSURANCE

The parties hereto acknowledge the Town is self-insured governmental entity subject to the limitations of Section 768.28, F.S. The Town shall institute and maintain a fiscally sound and prudent risk management program with regard to its obligations under this Agreement in accordance with the provision of Section 768328, F.S. The Town shall collect and keep on file documentation of insurance of any and all private providers operating in the Town of Miami Lakes Circulator service routes. In the event that the Town contracts with a private vendor for services, the Town shall require contractor to meet the insurance requirements show in **Figure 3**, as minimum. The Town shall further require the private operator to include the County as a named insured and shall provide the County with a copy of the insurance policy purchased by any contractor prior to the provision of Circulator service operations.

Figure 3
Insurance Check List

1. Worker's Compensation and Employer's Liability per the statutory limits of the state of Florida.
2. Commercial General liability (occurrence form), limits of liability \$1,000,000 per occurrence for bodily injury property damage to include premises/ operations; products and completed operations; independent Contractors; broad form property damage endorsement and contractual indemnity (hold harmless endorsement exactly as written in "insurance requirements" of specifications).
3. Automobile Liability- \$ 1,000,000 each occurrence owned/non-owned/ hired automobiles included.
4. Excess Liability- \$ _____ .00 per occurrence to follow the primary coverage.
5. The Town must be named as an additional insured on the liability policies and it must be named as an additional insured on the liability policies; and it must be stated on the certificate.

6. Other Insurance as indicated:

_____ Builders Risk completed value	\$ _____
_____ Liquor liability	\$ _____
_____ Fire legal liability	\$ _____
_____ Protection and indemnity	\$ _____
_____ Employee dishonesty bond	\$ _____
_____ Other blanket fidelity bond	<u>\$10,000.00</u>

7. Thirty days written cancellation notice required
8. Best's guide rating B+: VI or better, latest edition.
9. The certificate must state the bid number and title.

ARTICLE 6

INDEMNIFICATION

- 6.1 The Town shall, to the extent permitted by law at all time hereafter, indemnify and hold harmless the County, and its officers, agents, employees and instrumentalities from any and all liability, claims, losses and causes of action, including attorneys' fees and costs of defense which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands suits, causes of actions or proceedings of any kinds or nature arising out of, or relating to or resulting from the negligence of the Town and/or its officers, employees, agents or instrumentalities, during the term of this Agreement. The Town shall pay all claims and losses in connections therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments and reasonable attorneys' fees which may issue thereon. The Town expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Town shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents or instrumentalities as herein provided. Nothing herein shall be deemed to indemnify the County from any liability or claim arising out of the negligent performance or failure of performance of the County, its officers, employees, agents or instrumentalities or any other related third party. This paragraph is subject to the limitations of Section 768.28, F.S.
- 6.2 The County shall, to the extent permitted by law at all times hereafter, indemnify and hold harmless the Town , and its officers, agents, employees and instrumentalities from any and all liability, claims, losses, and causes of action, including attorneys' fees and costs of defense which the Town or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes, of actions or proceedings of any kind or nature arising out of, or relating to or resulting from the negligence of the County and/or its officers, employees, agents or instrumentalities, during the term of this agreement. The County shall pay all claims and losses in connections therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Town , where applicable, including appellate proceedings, and shall pay all costs, judgments and reasonable attorneys fees which may issue thereon. The County expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the County shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Town or its officers, employees, agents or instrumentalities as herein provided. Nothing herein shall be deemed to indemnify the Town from any liability or claim arising out of the negligent performance or failure of performance of the Town, its officers, employees, agents or instrumentalities or any other related third party. This paragraph is subject to the limitations of Section 768.28, F.S.

6.3 In the event the Town contracts for transportation services authorized by this Agreement, the contractor shall, in its contract with the Town, be required to indemnify and hold harmless the County, and its officers, agents employees and instrumentalities from any and all liability, claims, liabilities, losses, and causes of action, including reasonable attorneys' fees and cost of defense which the County, the Town or their officers, employees, agents and instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, or relating to or resulting from the provision of transportation services by the contractor and/or its officers, employees, agents or independent contractors. The contractor shall be required to pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County and Town, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorneys' fee which may issue thereon. The Town shall require that the contract between and Town and the contractor include a provision which states that the contractor expressly understands and agrees that any insurance protection required by this agreement or otherwise provided by the contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County and the Town or their officers, employees, agents or instrumentalities as herein provided. Nothing herein shall be deemed to indemnify the County and the Town from any liability or claim arising out of the negligent performance of the County and the Town, their officers, employees, agents or instrumentalities or any other related third party.

ARTICLE 7

FINANCIAL ASSISTANCE

- 7.1 Grant Matching Funds. The Town shall, at its sole option, provide grant-matching funds for state and/or federal grants for capital or operating funds to be used for the Transportation Services. The County, upon agreement with the Town, may, but shall not be required to, provide all or part of cash or other types of matches required for state and federal grants which may be received by the Town for the Circulator service, or for expansion of the Circulator service, in future years.
- 7.2 Bus Shelters and Benches. The Town shall, at its sole option, provide, install, and maintain bus shelters, benches and other bus stop furnishings, at those Circulator service stops along the Town's route where the Town, or its contractor, feels that there is a need for such furnishings.
- 7.3 Town's Share of supplemental Federal Funding. Beginning with the first year in which the circulator service's operating statistics are reflected in the National Transit Database, where those operating statistics result in new or supplemental funds are solely attributable to the Circulator service's properly reported operations, the County agrees to pay the Town its attributable share of federal formula funds received from USDOT no less than sixty(60) days after funding is received from the federal government, less any direct grants received by the Town from the County for the Circulator, provided that the funds remitted to the Town herein shall be used for the expansion, enhancement or maintenance of the Circulator service program.

As used herein, the Town's attributable share shall be one half of the amount equivalent to those Supplemental Urbanized Area Formula Funds, as described in 49 U.S.C, Section 5307, as may be amended from time to time, that the County received as a direct result of Circulator serve operations provided by the Town pursuant to this Agreement and as included in the National Transit Database. Said attributable share shall be calculated utilizing the following formula:

Multiply the Town's properly reported annualized Bus Revenue Vehicle Miles statistic that was used in the apportioned federal programs for a fiscal year "Unit Value for Bus Vehicle Miles for Urbanized Areas over 1,000,000" as reported in the table of Unit Values for Formula Grant Apportionments, published annually in the Federal Register; and then multiply that amount by 0.5.

NOTE: Historically, apportioned funds are allocated to the County two (2) years after Bus Revenue Vehicle Miles are reported to federal government.

- 7.4 Town's Share of Supplemental State Funding. In the event that the Circulator operations contribute to an increase in the County's State transportation funding, beginning with the first year in which service is reflected in State's reporting system, the County agrees to pay the Town its attributable share (one half of the supplemental funding), as defined in paragraph 7.4 above, of new or supplemental state Transportation Block Grant funding received by the County from FDOT no less than sixty (60) days after funding is received from the State less any direct grants received by the Town from the Count for the Shuttle. The State funding formula can be found at Section 341.052(6), F.S.

7.5 Comparable Agreements. In the event that the County enters into an Interlocal Agreement with any other municipality for Circulator services which are comparable to the services provided herein, County agrees to amend this Agreement, if requested by the Town , to provide substantially equivalent favorable terms to the Town as those provided in such other County/ Municipal Interlocal Agreements.

ARTICLE 8

TERMS, MODIFICATIONS AND MISCELLANEOUS PROVISIONS

- 8.1 Terms of Agreement. This Agreement shall commence upon approval of the board of County Commissioners and the Council of Town of Miami Lakes and the execution by the County Mayor or designee and authorized Mayor and shall remain in force for five years thereafter. This Agreement is subject to two five-year automatic renewals under the same contract terms and conditions, all parties have the right to terminate (see 8.4 and 8.5).
- 8.2 Renegotiation or Modification. Any substantive changes in the level of service to be provided by the Town as set forth herein shall only be implemented after the County and the Town have entered into a written agreement describing the changed services and the provisions of the County Code have been exercised.
- 8.3 Title VI and VII Civil Rights Act of 1964. The Town and its Contractors shall not discriminate against any person because of race, color, sex, religious background, ancestry or national origin in the performance of the Agreement.
- 8.4 Termination for Cause. This agreement may be terminated for cause by either party upon no less than thirty (30) days written notice to the other party, except when Shuttle operations are in violation of health and/or safety-related provisions of state statutes or the Code of Miami-Dade County, in which case termination shall be determined by the County Mayor or designee. Said notice shall be delivered by verified facsimile transmission or certified mail, return receipt requested. The noticed party shall have the opportunity to cure any stated cause for termination within a reasonable notice period, in which case the termination party may cancel the termination notice using the same means by which the notice of termination delivered.
- 8.5 Termination without Cause. The County or the Town may terminate this Agreement without cause upon no less than sixty (60) days written notice to the other party. If the County or the Town terminates this Agreement with or without cause, the Town agrees to reimburse the County on a prorated basis for financial assistance it has received for the year.
- 8.6 Notices. All notices and other communications required to be remitted pursuant to this Agreement to either party hereto shall be in writing and shall be delivered by verified facsimile transmission or certified mail, return receipt requested, to the parties at the address indicated below:

FOR MIAMI- DADE COUNTY:

Miami-Dade Transit
701 NW 1st Court
Miami, Florida 33136
Attention: Director, Miami-Dade Transit
Fax: (786) 469-5406

FOR TOWN OF MIAMI LAKES

Town of Miami Lakes
Alex Rey, Town Manager
15150 NW 79th Ct.
Miami Lakes, FL 33016
(305) 364-6100

- 8.7 Complete and Binding Agreement. This writing embodies the full and complete agreement of the parties. No other terms, conditions or modifications shall be binding upon the parties unless in writing and signed by the parties.
- 8.8 Execution. This document shall be executed in four (4) counterparts, each of which shall be deemed an original.
- 8.9 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective and duly authorized officers the day and year first above written.

ATTEST:

TOWN OF MIAMI LAKES
A Municipal Corporation of
the State of Florida

By: *M. Tejeda*

by: *[Signature]*
Alex Rey, Town Manager
15150 NW 79th Ct.
Miami Lakes, FL 33016

Office Phone: (305) 364-6100
Fax Number: (305) 558-8511

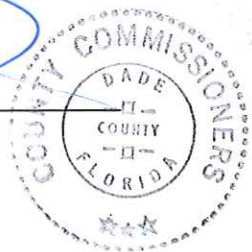
ATTEST:

Miami-Dade County, a political
Subdivision of the State of Florida

HARVEY RUVIN, CLERK

By Its Board of County
Commissioners

By: *[Signature]*
DEPUTY CLERK

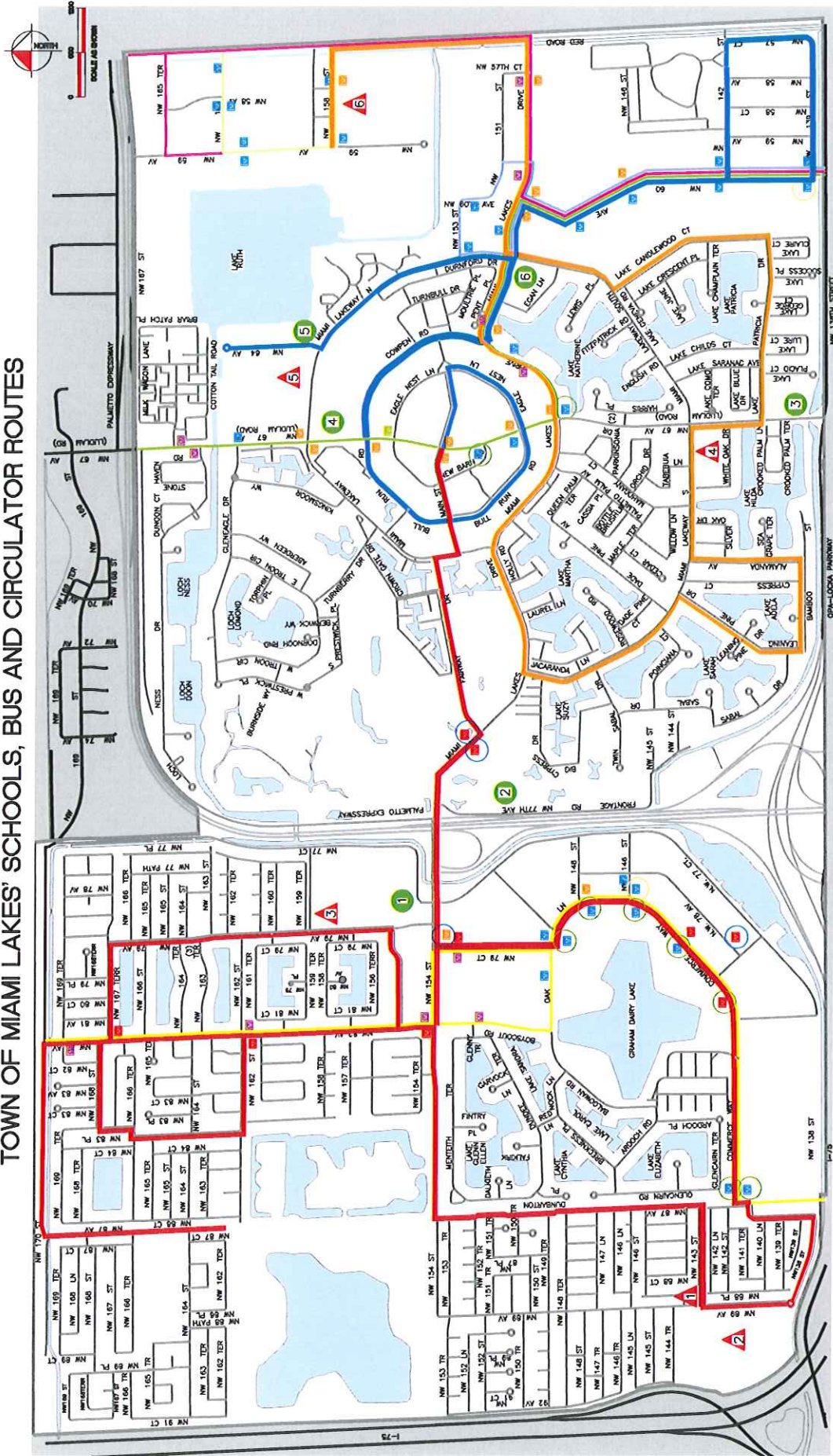


By: *[Signature]*

Carlos A. Gimenez
Miami-Dade County Mayor

Approved by County Attorney as
to form and legal sufficiency *Bruce Ababei*

TOWN OF MIAMI LAKES' SCHOOLS, BUS AND CIRCULATOR ROUTES



PUBLIC WORKS DEPARTMENT Town of Miami Lakes

BUS STOPS, SHELTERS AND BUS ROUTES 2011/ 2012

PUBLIC SCHOOLS

- ▲ BOB GRAMM EDUCATION CENTER P.C.-H
- ▲ BARBARA GOLDMAN SINGER HIGH
- ▲ BOB GRAMM EDUCATION CENTER K-5
- ▲ MIAMI LAKES ELEMENTARY A-A CENTER
- ▲ MIAMI LAKES MIDDLE SCHOOL
- ▲ MIAMI LAKES EDUCATIONAL CENTER

PRIVATE SCHOOLS

- ① LITTLE COLLEGE AT ROYAL OAKS PLAZA
- ② GOLFVIEW ACADEMY
- ③ SOUTHWATER HIGH SCHOOL
- ④ OUR LADY OF THE LAKES CATHOLIC SCHOOL
- ⑤ MONTROSS CHILDREN'S HOUSE
- ⑥ MIAMI LAKES CHRISTIAN ACADEMY

BUS ROUTES

- ROUTE 29
- ROUTE 54
- ROUTE 75
- ROUTE 79
- ROUTE 135

TOWN CIRCULATOR ROUTES

- THE WEST ROUTE
- THE EAST ROUTE
- EAST SCHOOL ROUTE

BUS STOP #/ TOWN SHELTER

- BUS STOP #/ BENCH
- BUS STOP #/ SIDE ONLY
- BUS STOP #/ COUNTY SHELTER
- NEW BUS SHELTER

PROPOSED NEW LOCATION

- PROPOSED NEW LOCATION
- REQUIRING SIGNAGE/POPULATION

Figure 2. Operating Schedule

Operating Schedule for East and West Circulator Routes		
Morning Peak	6:00 a.m.	10:00 a.m.
Evening Peak	2:15 p.m.	7:00 p.m.



Town of Miami Lakes Memorandum

To: Honorable Mayor & Councilmembers
From: Edward Pidermann, Town Manager
Subject: Authorization to Execute Amendment for for Asset Management Software, RFP 2018-20, to Tyler Technologies, Inc.
Date: 2/5/2019

Recommendation:

It is recommended that the Town Council authorize the Town Manager to execute an amendment to the Town's software agreement with Tyler Technologies, Inc. ("Tyler"), the highest ranked proposer, for the purpose of implementing and maintaining Asset Management Software, pursuant to Request for Proposals ("RFP") 2018-20 in an amount not to exceed \$76,340.00. This fiscal year, \$39,600 is budgeted for this purpose under the Stormwater Utility Fund and an additional \$36,740 will be allocated in the General Fund as further specified in the FY18-19 Carryforward Budget Amendment in Second Reading. It is anticipated that the Town will begin the implementation process in April of 2019.

Background:

As part of the Town of Miami Lakes' IT Master Plan, the Town aspired to procure a web-based asset management system that would allow collaboration in real-time with all pertinent staff members, including contractors where applicable, on work orders, work requests, scheduled action items, asset management and preventive maintenance scheduling. The system should also have the ability to generate work orders for each asset and provide reports by facility, department, service type, and vendor. The Town also desired reports to be generated and shown via a system dashboard.

Within the last year, the Public Works department requested an asset management platform that is tightly integrated with ESRI ArcGIS, a GIS mapping software, in order to access, search, and manage infrastructure assets such as stormwater, street lights and signs, sidewalks, road and streets, etc. The effort was recognized as an opportunity to further the above stated initiative within the IT Master Plan, prompting Public Works to work closely with Procurement in the development of a solicitation for such a platform.

The Town issued Request for Proposals ("RFP") 2018-20 for Asset Management Software on September 5, 2018. The RFP was posted to DemandStar, Public Purchase and posted in the Government Center Lobby. To qualify for award, prospective Proposers were required to:

1. Have been in business providing asset management software solutions for a period of at least five (5) years; and

2. Have at least three (3) references in the government market demonstrating the successful implementation of asset management software solutions within the last five (5) years.

On the date of the proposal deadline, September 26, 2018, we received six (6) Proposals from the following Proposers:

1. Data Transfer Solutions, LLC (“Data Transfer”)
2. Dude Solutions, Inc. (“Dude Solutions”)
3. Lucity, Inc. (“Lucity”)
4. McMahon Transportation Engineers & Planners (“McMahon”)
5. Novotx, LLC (“Novotx”)
6. Tyler Technologies, Inc. (“Tyler”)

Procurement performed a due diligence review of the Proposals for responsiveness and found that all the Proposals met the minimum qualifications and were responsive. Procurement did not find any issues with any of the companies’ backgrounds that would indicate they were incapable of providing the software solution the Town needs.

An Evaluation Committee (“Committee”) was appointed, comprised of the following members:

1. Carlos Acosta, Public Works Director, Town of Miami Lakes
2. Antonio Gomez, Managing Partner, Lansight Technology, LLC
3. German Cure, Strategic Planning, Performance, and Innovation, Town of Miami Lakes
4. Ismael Diaz, Chief Financial Officer, Town of Miami Lakes

The Committee met on November 13, 2018 to discuss and evaluate the responsive Proposals. One member of the Committee was unable to attend, however, the remaining Committee members, having quorum, voted to continue with the meeting. At the conclusion of the meeting, the Committee created a preliminary ranking based on the technical proposals in order to create a shortlist of the four (4) highest ranked Proposers to move forward in the evaluation process. After reviewing all of the technical proposals, the Committee established the following ranking:

1. Data Transfer – 304 points
2. Lucity – 278 points
3. McMahon – 263 points
4. Tyler – 231 points
5. Novotx – 229 points
6. Dude Solutions – 184 points

The Committee met again on December 3, 2018 to view presentations from Tyler and Data Transfer. After Tyler’s presentation, the Committee briefly discussed Tyler’s asset management module. The Committee noted that in order to implement Tyler’s asset management module, the current version of Munis, Munis 11.3, would have to be upgraded to the latest version, Munis 2018, which would be a major upgrade and would take about four (4) months to implement. However, it should be noted that this upgrade would be provided at no additional cost to the Town as upgrades are already included as a basic service in the Town’s contract with Tyler for the Munis Enterprise Resource Planning System (“ERP”).

The next presentation was Data Transfer’s asset management software, VUEWorks. After Data Transfer’s presentation, the Committee felt that although VUEWorks displayed a clean interface with a lot of functionality, Tyler’s asset management module was easier to navigate than VUEWorks. The Committee also noted that if work is done offline in Data Transfer’s mobile app, the user would have to manually sync the data instead of the data automatically syncing once an internet connection has been established.

The Committee met once again on December 7, 2018 to view a presentation for Lucity’s software. One member of the Committee was unable to attend this meeting, however, the remaining members, having

quorum, continued with the presentation. After the presentation, the Committee briefly discussed Lucity's software. The Committee's impressions were that Lucity paid close attention to the needs of their users and made their software user-friendly and customizable to fit each unique user.

McMahon's presentation took place on December 11, 2018. The Committee briefly discussed McMahon's software, Traisr, after the presentation. The Committee found Traisr to be less user-friendly than the other software solutions due to the software revolving around the GIS map and lacking a dashboard feature where a user can easily see things such as upcoming work orders or past due items.

Having seen presentations from all the shortlisted proposers, the Committee then turned its discussion toward a comparison of the proposed software solutions. The discussion focused on the added benefits of an integrated system versus a system that is specialized toward asset management and tracking. Specifically, the discussion was focused on Tyler's asset management module, which is an add-on to the Town's current Munis ERP.

The Committee recognized that having an asset management module already integrated within the Munis ERP would be extremely advantageous for end-users for various efficiency reasons such as having work orders tied to purchase orders and contracts, which would allow automatic updating of contract amounts and expenditures. After the discussion, the Committee had difficulty weighing the added utility of having an integrated system against other software solutions that may have had more functionality. The Committee decided to invite Tyler back to address several questions the Committee members had posed during this meeting.

The final meeting took place on January 3, 2019, where the Committee viewed a refresher demonstration from Tyler's asset management module where Tyler briefly revisited how to manage an asset, enter a work order, and addressed additional questions from the Committee.

At the conclusion of the meeting, the Committee feeling that it had thoroughly evaluated each Proposer's solution, moved to allocate points pursuant to the RFP's evaluation criteria. The Committee scored the shortlisted proposals based on the product features and adopted the following ranking:

1. Tyler – 548 points
2. Lucity – 474.28 points
3. Data Transfer – 414.16 points
4. McMahon – 385.56 points

The Committee found that having an asset management software that is integrated into the Town's Munis ERP provided the best value to the Town.

ATTACHMENTS:

Description

Resolution

RESOLUTION NO. 19-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE AWARD OF A CONTRACT AMENDMENT FOR RFP 2018-20, ASSET MANAGEMENT SOFTWARE TO TYLER TECHNOLOGIES, INC. IN AN AMOUNT NOT TO EXCEED \$76,340.00; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT AMENDMENT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT AMENDMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Miami Lakes (the “Town”) requires asset management software to allow for the collaboration of all pertinent staff members, including contractors where applicable, to work on pending work orders, requests, scheduled maintenance actions, management of Town assets, and preventative maintenance in real-time; and

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

WHEREAS, in accordance with Section 5 of Town Ordinance 17-203, the Town issued a Request for Proposals (“RFP”) No. 2018-20 on September 5, 2018, for Asset Management Software; and

WHEREAS, the RFP was advertised online via two public bidding websites, DemandStar and Public Purchase, and was physically posted in the Government Center Lobby; and

WHEREAS, the Town received six (6) proposals by the proposal deadline from Data Transfer Solutions, LLC (“Data Transfer”), Dude Solutions, Inc. (“Dude Solutions”), Lucity, Inc.

("Lucity"), McMahon Transportation Engineers & Planners ("McMahon"), Novotx, LLC ("Novotx"), and Tyler Technologies, Inc. ("Tyler"); and

WHEREAS, the Town's Procurement Department performed a due diligence review of the proposals for responsiveness and found that all proposals were responsive; and

WHEREAS, an Evaluation Committee was appointed comprised of the following individuals: Carlos Acosta, Antonio Gomez, German Cure, and Ismael Diaz; and

WHEREAS, the Evaluation Committee having reviewed each proposal and held presentations recommended negotiating with a shortlist of vendors in the following order until a contract could be awarded: (1) Tyler (548 points), (2) Lucity (474.28 points), (3) Data Transfer (414.16 points), and (4) McMahon (385.56 points); and

WHEREAS, Town staff successfully negotiated an agreement with Tyler, the highest ranked proposer, in which the Town would execute an amendment to its existing contract, 2016-04, with Tyler for the Town's Financial Resource Management software and maintenance agreement wherein the implementation of the Asset Management software would be added for a cost not to exceed \$76,340.00; and

WHEREAS, the Town Manager concurs with the finding of the Evaluation Committee and recommends the approval of the amendment to the Town's existing contract with Tyler in an amount not to exceed \$76,340.00; and

WHEREAS, the Town Council approves the recommendations of the Town Manager and authorizes the Town Manager to execute an amendment to the Town's existing contract with Tyler to add the implementation of Asset Management Software in an amount not to exceed \$76,340.00.

**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 Amendment. The Town Council hereby approves the award of a contract amendment to Tyler in substantially the form attached hereto as Exhibit "A" for Asset Management Software in an amount not to exceed \$76,340.00 (hereinafter referred to as "Amendment").

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 Amendment.

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 Amendment.

Section 5. Execution of the Contract Amendment. The Town Manager is authorized to execute the Amendment with Tyler in an amount not to exceed \$76,340.00 and to execute any extension and/or amendments to the Amendment, subject to approval as to form and legality by the Town Attorney.

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

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Passed and adopted this _____ day of _____, 2019.

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

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

Manny Cid
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

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

EXHIBIT A

Amendment to Contract 2016-04
between the
Town of Miami Lakes
and
Tyler Technologies, Inc.
for
Asset Management Software, RFP 2018-20

AMENDMENT No. 3

This amendment (“Amendment”) is made this ____ day of _____, 2019 by and between Tyler Technologies, Inc., with offices at One Tyler Drive, Yarmouth, Maine 04096 (“Tyler”) and the Town of Miami Lakes, with offices at 6601 Main Street, Miami Lakes, Florida 33016 (“Client”).

WHEREAS, Tyler and the Client are parties to an agreement dated October 24, 2011 (“Agreement”); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. Adding Licensed Software. The items set forth in the Investment Summary attached as Exhibit A to this Amendment are hereby added to the Agreement as of the execution date of this Amendment. Payment of fees and costs for such items shall conform to the following terms:
 - a. License Fees. License fees will be invoiced when Tyler makes the software added to the Agreement pursuant to this Amendment available for download (for the purpose of this Amendment, the “Available Download Date”).
 - b. Maintenance Fees. Year 1 annual maintenance and support fees are waived. Year 2 annual maintenance and support fees, prorated for a time period commencing on the one year from the Available Download Date and ending at the same time as the end of the then-current annual maintenance term for the Tyler Software already licensed under the Agreement, are due one year from the Available Download Date. Subsequent annual maintenance fees will be invoiced in accord with the Agreement.
 - c. Services Fees & Expenses. Services added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.
2. Adding a Statement of Work. The Statement of Work for the Tyler Software added to the Agreement by this Amendment is attached hereto as Exhibit B. The Statement of Work is hereby incorporated into the Agreement as Exhibit 6.
3. Section B, subsection 7, Designated Client Representative of the Agreement shall be amended as follows¹:

“The Client shall designate a representative ("Client Designated Representative"), who shall also serve as the Client's project manager. The Client Designated Representative shall be the Town Manager, ~~Alex Rey~~ Edward Pidermann, or a designee who may be appointed by the Town Manager from time to time.”
4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. All other terms and conditions of the Agreement shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

¹ Additions are indicated in underline while deletions are indicated in strikethrough.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

Town of Miami Lakes

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Exhibit A

Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

In the event a comment in the following Investment Summary conflicts with a provision of this Amendment, the provision in this Amendment shall control.

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Quoted By: Cindy Chase
 Date: 1/8/2019
 Quote Expiration: 2/22/2019
 Quote Name: Town of Miami Lakes - ERP - EAM
 Quote Number: 2018-53867
 Quote Description: EAM and Inventory

Sales Quotation For

Town of Miami Lakes
 15150 NW 79th Ct Ste 100
 Miami Lakes, FL 33016-5870
 Phone +1 (305) 364-6100

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
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Financials:

Inventory	\$4,400.00	24	\$3,840.00	\$2,400.00	\$10,640.00	\$792.00
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Additional:

Asset Maintenance (7)	\$10,500.00	96	\$15,360.00	\$2,000.00	\$27,860.00	\$2,100.00
Asset Performance (7)	\$4,200.00	56	\$8,960.00	\$0.00	\$13,160.00	\$840.00
Enterprise Asset Management API Toolkit	\$8,000.00	24	\$3,840.00	\$0.00	\$11,840.00	\$1,600.00
Tyler GIS (7)	\$3,500.00	0	\$0.00	\$0.00	\$3,500.00	\$700.00
Sub-Total:	\$30,600.00		\$32,000.00	\$4,400.00	\$67,000.00	\$6,032.00
<i>Less Discount:</i>	<i>\$6,120.00</i>		<i>\$0.00</i>	<i>\$0.00</i>	<i>\$6,120.00</i>	<i>\$6,032.00</i>
TOTAL:	\$24,480.00	200	\$32,000.00	\$4,400.00	\$60,880.00	\$0.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Project Planning Services	1	\$4,000.00	\$0.00	\$4,000.00
Tyler Forms Individual Work Order or Pick Ticket Forms	1	\$500.00	\$0.00	\$500.00
TOTAL:				\$4,500.00

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$24,480.00	\$0.00
Total Tyler Services	\$40,900.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$65,380.00	\$0.00
Contract Total	\$65,380.00	
(Excluding Estimated Travel Expenses)		
Estimated Travel Expenses	\$10,960.00	

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Asset Maintenance - Work Order Asset	\$2,000.00	\$0.00	\$2,000.00
Inventory Std Master	\$2,400.00	\$0.00	\$2,400.00
TOTAL:			\$4,400.00

Optional Tyler Software & Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Additional:						
Asset Maintenance - Closed Work Order History No Cost Data - B	\$0.00	0	\$0.00	\$3,000.00	\$3,000.00	\$0.00
TOTAL:	\$0.00	0	\$0.00	\$3,000.00	\$3,000.00	\$0.00

Optional Conversion Details (Prices Reflected Above)

Description	Unit Price	Unit Discount	Extended Price
Asset Maintenance - Closed Work Order History No Cost Data	\$3,000.00	\$0.00	\$3,000.00
TOTAL:			\$3,000.00

Unless otherwise indicated in the contract or Amendment thereto, pricing for optional items will be held for Six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____
 Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Financials:						
Inventory	\$4,400.00	\$880.00	\$3,520.00	\$792.00	\$792.00	\$0.00
Additional:						
Asset Maintenance (7)	\$10,500.00	\$2,100.00	\$8,400.00	\$2,100.00	\$2,100.00	\$0.00
Asset Performance (7)	\$4,200.00	\$840.00	\$3,360.00	\$840.00	\$840.00	\$0.00
Enterprise Asset Management API Toolkit	\$8,000.00	\$1,600.00	\$6,400.00	\$1,600.00	\$1,600.00	\$0.00
Tyler GIS (7)	\$3,500.00	\$700.00	\$2,800.00	\$700.00	\$700.00	\$0.00

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
TOTAL:	\$30,600.00	\$6,120.00	\$24,480.00	\$6,032.00	\$6,032.00	\$0.00

Comments

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

Client agrees that items in this sales quotation are, upon Client's signature of same, hereby added to the Agreement between the parties, and subject to its terms. Additionally, and notwithstanding anything in the Agreement to the contrary, payment for said items shall conform to the following conditions: Licensee fees for Tyler and 3rd party products are due when Tyler makes such software available for download by the Client (for the purpose of this quotation, the 'Availability Date') or delivery (if not software); Maintenance fees, prorated for the term commencing when on the Availability Date and ending on the last day of the current annual support term for Tyler Software currently licensed to the Client, are due on the Availability Date; Fees for services, unless otherwise indicated, plus expenses, are payable upon delivery.



Exhibit B
Statement of Work

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Statement of Work

Tyler Technologies

Prepared for:

Town of Miami Lakes

6601 Main Street, Miami Lakes, FL 33016

Prepared by:

Cindy Chase

One Tyler Drive, Yarmouth, ME 04096

Tyler Technologies, Inc.

www.tylertech.com

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1 Executive Summary

1.1 Project Overview

The Statement of Work (SOW) documents the Project Scope, methodology, roles and responsibilities, implementation Stages, and deliverables for the implementation of Tyler products.

The Project goals are to offer Town of Miami Lakes the opportunity to make the Town more accessible and responsive to external and internal customer needs and more efficient in its operations through:

- Streamlining, automating, and integrating business processes and practices
- Providing tools to produce and access information in a real-time environment
- Enabling and empowering users to become more efficient, productive and responsive
- Successfully overcoming current challenges and meeting future goals

1.2 Product Summary

Below, is a summary of the products included in this Project, as well as reference to the Town’s functional area utilizing the Tyler product(s). Refer to the Implementation Stages section of this SOW for information containing detailed service components.

[PRODUCT]	[APPLICATION]
Tyler	Asset Maintenance
	Asset Performance
	Enterprise Asset Management API Toolkit
	Tyler GIS

1.3 Project Timeline

The Project Timeline establishes a start and end date for each Phase of the Project. Developed during the Initiate & Plan Stage and revised as mutually agreed to, if needed, the timeline accounts for resource availability, business goals, size and complexity of the Project, and task duration requirements.

1.4 Project Methodology Overview

Tyler bases its implementation methodology on the Project Management Institute’s (PMI) Process Groups (Initiating, Planning, Executing, Monitoring & Controlling, and Closing). Using this model, Tyler developed a 6-stage process specifically designed to focus on critical project success measurement factors.

Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to Scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the Town’s complexity, and organizational needs.

2 Project Governance

The purpose of this section is to define the resources required to adequately establish the business needs, objectives, and priorities for the Project; communicate the goals to other project participants; and provide support and guidance to accomplish these goals. Project governance also defines the structure for issue escalation and resolution, Change Control review and authority, and organizational Change Management activities.

The preliminary governance structure establishes a clear escalation path when issues and risks require escalation above the project manager level. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The path below illustrates an overall team perspective where Tyler and the Town collaborate to resolve project challenges according to defined escalation paths. In the event project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the Town steering committee become the escalation points to triage responses prior to escalation to the Town and Tyler executive sponsors. As part of the escalation process, each project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The Town and Tyler executive sponsors serve as the final escalation point.

2.1 Client Governance

Depending on the Town's organizational structure and size, the following governance roles may be filled by one or more people:

2.1.1 Client Project Manager

The Town's project manager(s) coordinate project team members, subject matter experts, and the overall implementation schedule and serves as the primary point of contact with Tyler. The Town project manager(s) will be responsible for reporting to the Town steering committee and determining appropriate escalation points.

2.1.2 Steering Committee

The Town steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation of the Project's value throughout the organization. Oversees the Town project manager(s) and the Project and through participation in regular internal meetings, the Town steering committee remains updated on all project progress, project decisions, and achievement of project milestones. The Town steering committee also provides support to the Town project manager(s) by communicating the importance of the Project to all impacted departments. The Town steering committee is responsible for ensuring the Project has appropriate resources, provides strategic direction to the project team, for making timely decisions on critical project issues or policy decisions. The Town steering committee also serves as primary level of issue resolution for the Project.

2.1.3 Executive Sponsor(s)

The Town's executive sponsor provides support to the Project by allocating resources, providing strategic direction, and communicating key issues about the Project and the Project's overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated project issues. The executive sponsor engages in the Project, as needed, in order to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day project activities. The executive sponsor empowers the Town steering committee, project manager(s), and functional leads to make critical business decisions for the Town.

2.2 Tyler Governance

2.2.1 Tyler Project Manager

The Tyler project manager(s) have direct involvement with the Project and coordinates Tyler project team members, subject matter experts, the overall implementation schedule, and serves as the primary point of contact with the Town. As requested by the Town, the Tyler project manager(s) provide regular updates to the Town's steering committee and other Tyler governance members.

2.2.2 Tyler Implementation Management

Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. Tyler project manager(s) consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler project manager(s) or with the Town management, as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level. The name(s) and contact information for this resource will be provided and available to the project team.

2.2.3 Tyler Executive Management

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the project team and collaborates with other Tyler department managers, as needed, in order to escalate and facilitate implementation project tasks and decisions. The name(s) and contact information for this resource will be provided and available to the project team.

2.3 Acceptance and Acknowledgment Process

All Deliverables and Control Points must be accepted or acknowledged following the process below. Acceptance requires a formal sign-off while acknowledgement may be provided without formal sign-off at the time of delivery. The following process will be used for accepting or acknowledging Deliverables and Control Points:

- The Town shall have ten (10) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept or acknowledge each Deliverable or Control Point. If the Town does not provide acceptance or acknowledgement within ten (10) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the Town does not agree the particular Deliverable or Control Point meets requirements, the Town shall notify Tyler project manager(s), in writing, with reasoning within ten (10) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The Town shall then have five (5) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the Town does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

3 Overall Project Assumptions

3.1 Project, Resources and Scheduling

- Project activities will begin after the Agreement has been fully executed.
- The Town has the ability to allocate additional internal resources if needed. The Town also ensures the alignment of their budget and Scope expectations.
- The Town and Tyler ensure that the assigned resources are available, they buy-into the change process, and they possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, buy-in, and knowledge.
- Tyler and Town provide adequate resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases can result in Project delays if there are not sufficient resources assigned to complete all required work as scheduled.
- Town-initiated changes to Project Plan, availability of resources or changes in Scope may result in schedule delays, which may result in additional charges to the Project.
- Tyler provides a written agenda and notice of any prerequisites to the Town project manager(s) ten (10) business days prior to any scheduled on site or remote sessions.
- Tyler provides notice of any prerequisites to the Town project manager(s) a minimum of ten (10) business days prior to any key deliverable due dates.
- Town users complete prerequisites prior to applicable scheduled activities.
- Tyler provides guidance for configuration and processing options available within the Tyler software. The Town is responsible for making decisions based on the options available.
- In the event, the Town elects to add and/or modify minor business policies during the Project, such policy changes are the Town's responsibility to define and document and will be implemented at no additional cost within reasonable limits.
- Significant additions/modifications to current business policies that require several weeks or a significant increase in dedicated resources to implement shall be solely the Town's responsibility to define, document, and implement.
- The Town makes timely Project related decisions in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the

schedule, as each analysis and implementation session build on the decisions made in prior sessions.

- Tyler considers additional services out of Scope and requires additional time and costs be requested via Change Request approved through the Change Control process.
- The Town will respond to information requests in a comprehensive and timely manner, in accordance with the Project Plan.

3.2 Data Conversion

- The Town is readily able to produce the data files needed for conversion from the Legacy System in order to provide them to Tyler on the specified due date(s).
- Each Legacy System data file submitted for conversion includes all associated records in a single approved file layout.
- The Town understands the Legacy System data extract(s) must be provided to Tyler in the same format each time unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget, and resource availability may occur and/or data in the new system may be incorrect.
- During this process, the Town may need to correct data scenarios in the Legacy System prior to the final data pull. This is a complex activity and requires due diligence by the Town to ensure all data pulled includes all required data and the Tyler system contains properly mapped data.

3.3 Data Exchanges, Modifications, Forms and Reports

- The Town ensures the 3rd party data received conforms to a Tyler standard format.
- The 3rd party possesses the knowledge of how to program their portion of the interaction and understands how to manipulate the data received.
- Client is on a supported, compatible version of the 3rd party software or Tyler standard Data Exchange tools may not be available.
- The Town is willing to make reasonable business process changes rather than expecting the product to conform to every aspect of their current system/process.
- Any Modification requests not expressly stated in the contract are out of Scope. Modifications requested after contract signing have the potential to change cost, Scope, schedule, and production dates for project Phases. Modification requests not in Scope must follow the Project Change Request process.

3.4 Hardware and Software

- Tyler will initially install the most current generally available version of the purchased Tyler software.
- The Town will provide network access for Tyler modules, printers, and Internet access to all applicable Town and Tyler project staff.
- The Town has in place all hardware, software, and technical infrastructure necessary to support the Project.
- The Town's system hardware and software meet Tyler standards to ensure sufficient speed and operability of Tyler software. Tyler will not support use of software if the Town does not meet minimum standards of Tyler's published specifications.

3.5 Education

- Throughout the Project lifecycle, the Town provides a training room for Tyler staff to transfer knowledge to the Town's resources, for both onsite and remote sessions. The Town will provide staff with a location to practice what they have learned without distraction. If Phases overlap, the Town will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The training room is set up in a classroom setting. The Town determines the number of workstations in the room. Tyler recommends every person attending a scheduled session with a Tyler Consultant or Trainer have their own workstation. However, Tyler requires there be no more than two (2) people at a given workstation.
- The Town provides a workstation which connects to the Tyler system for the Tyler trainer conducting the session. The computer connects to a Town provided projector, allowing all attendees the ability to actively engage in the training session.
- The Town testing database contains the Tyler software version required for delivery of the Modification prior to the scheduled delivery date for testing.
- The Town is responsible for verifying the performance of the Modification as defined by the specification.
- Users performing user acceptance testing (UAT) have attended all applicable training sessions prior to performing UAT.

4 Implementation Stages

4.1 Work Breakdown Structure (WBS)

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “work packages.” The work packages, shown below each Stage, contain the high-level work to be done. The detailed Project Plan, developed during Initiate & Plan and finalized during Assess & Define, will list the tasks to be completed within each work package. Each Stage ends with a “Control Point”, confirming the work performed during that Stage of the Project.



* - If included in project scope

4.2 Initiate & Plan (Stage 1)

The Initiate & Plan Stage creates a foundation for the Project through identification of Town and Tyler Project Management teams, development of implementation management plans, and the provision and discussion of system infrastructure requirements. Town participation in gathering information is critical. Tyler Project Management teams present initial plans to stakeholder teams at Stage end.

4.2.1 Tyler Internal Coordination & Planning

Prior to Project commencement, Tyler management staff assigns project manager(s). Tyler provides the Town with initial Project documents used in gathering basic information, which aids in preliminary planning and scheduling. Town participation in gathering requested information by provided deadlines ensures the Project moves forward in a timely fashion. Internally, the Tyler project manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the Town’s team. During this step, Tyler will work with the Town to establish the date(s) for the Project/Phase Planning session.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Tyler Internal Coordination & Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Assign Tyler project manager	A	R	I						I			I								
Provide initial Project documents to Client	A	I	R						C			I								
Sales to Implementation knowledge transfer	A	I	R						C											
Internal planning and phase coordination		A	R					C												

4.2.2 System Infrastructure Planning

The Town provides, purchases or acquires hardware according to hardware specifications provided by Tyler and ensures it is available at the Town’s site. The Town completes the system infrastructure audit, ensuring vital system infrastructure information is available to the Tyler implementation team, and verifies all hardware compatibility with Tyler solutions.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	System Infrastructure Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide system hardware specifications			I					R	A			I							C	
Make hardware available for Installation			I					C				A							R	
Install system hardware, if applicable			I					C				A							R	
Complete system infrastructure audit			I					C				A							R	

4.2.3 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify Applications to implement in each Phase (if applicable), and discuss implementation timeframes. The Tyler project manager(s) deliver an Implementation Management Plan, which is mutually agreeable by Town and Tyler.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Project/Phase Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform Project/Phase Planning		A	R								I	C	C			I				
Deliver implementation management plan		A	R									C	C	I						

4.2.4 Project Schedule

Client and Tyler will mutually develop an initial Project Schedule. The initial schedule includes, at minimum, enough detail to begin Project activities while the detailed Project Plan/schedule is being developed and refined.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Project Schedule																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop initial Project Schedule		A	R	I																
Deliver Project Plan and schedule for Project Phase		A	R	I						I	I	C	C	I	I	I				
Client reviews Project Plan & initial schedule				C						I	A	R	C	C		C				
Client approves Project Plan & initial schedule				I						I	A	R	C	C	I	I		I	I	I

4.2.5 Stakeholder Presentation

Town stakeholders join Tyler project manager(s) to communicate successful Project criteria, Project goals, Deliverables, a high-level milestone schedule, and roles and responsibilities of Project participants.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Stakeholder Presentation																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Present overview of Project Deliverables, Project Schedule and roles and responsibilities		A	R	I					I	I	I	C	I	I	I	I		I	I	I
Communicate successful Project criteria and goals			I							R	C	A	C	I	I	C	I	I		

4.2.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Assess & Define Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.2.6.1 Initiate & Plan Stage Deliverables

- Implementation Management Plan
 - Objective: Update and deliver baseline management plans to reflect the approach to the Town's Project.
 - Scope: The Implementation Management addresses how communication, quality control, risks/issues, resources and schedules, and Software Upgrades (if applicable) will be managed throughout the lifecycle of the Project.
 - Acceptance criteria: Town reviews and acknowledges receipt of Implementation Management Plan.
- Project Plan/Schedule
 - Objective: Provide a comprehensive list of tasks, timelines and assignments related to the Deliverables of the Project.
 - Scope: Task list, assignments and due dates
 - Acceptance criteria: Town acceptance of schedule based on Town resource availability and Project budget and goals.

4.2.6.2 Initiate & Plan Stage Acceptance Criteria

- Hardware Installed
- System infrastructure audit complete and verified
- Implementation Management Plan delivered
- Project Plan/Schedule delivered; dates confirmed
- Stakeholder Presentation complete
-

4.3 Assess & Define (Stage 2)

The primary objective of Assess & Define is to gather information about current Town business processes and translate the material into future business processes using Tyler Applications. Tyler uses a variety of methods for obtaining the information, all requiring Town collaboration. The Town shall provide complete and accurate information to Tyler staff for analysis and understanding of current workflows and business processes.

4.3.1 Fundamentals Review

Fundamentals Review provides functional leads and Power Users an overall understanding of software capabilities prior to beginning current and future state analysis. The primary goal is to provide a basic understanding of system functionality, which provides a foundation for upcoming conversations regarding future state processing. Tyler utilizes a variety of methods for completing fundamentals training including the use of eLearning, videos, documentation, and walkthroughs.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Assess & Define																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Schedule fundamentals review & provide fundamentals materials & prerequisites, if applicable		A	R	I								C	I		I				I	
Complete fundamentals materials review and prerequisites			I								A	R		I					C	
Ensure all scheduled attendees are present			I	I						A	R	C		I						
Facilitate fundamentals review		A	R									I	I	I						

4.3.2 Current/Future State Analysis

Town and Tyler evaluate current state processes, options within the new software, pros and cons of each option based on current or desired state, and make decisions about future state configuration and processing.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Current/Future State Analysis																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide Current/Future State analysis materials to the Town, as applicable		A	R	I								C	I		I					
Conduct Current & Future State analysis			A	R								I	C	I	C					
Provide pros and cons of Tyler software options			A	R								I	C	I	C					
Make Future State Decisions according to due date in the Project Plan			I	I							C	A	R	I	C	I				
Record Future State decisions			A	R								I	C	I	C					

4.3.3 Data Conversion Planning & Mapping

This entails the activities performed to prepare to convert data from the Town’s Legacy System Applications to the Tyler system. Tyler staff and the Town work together to complete Data Mapping for each piece of data (as outlined in the Agreement) from the Legacy System to a location in the Tyler system.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Data Conversion Planning & Mapping																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review contracted data conversion(s) options			A	R	I							C	C		C			C		
Map data from Legacy System to Tyler system			I	C	I							A	C		C			R		
Pull conversion data extract			I		I							A	C		C			R		
Run balancing Reports for data pulled and provide to Tyler			I		I							A	C		R			I		
Review and approve initial data extract		A	I	C	R							I						I		
Correct issues with data extract, if needed			I	C	C							A	C		C			R		

4.3.4 Standard 3rd Party Data Exchange Planning

Standard Data Exchange tools are available to allow clients to get data in and out of the Tyler system with external systems. Data exchange tools can take the form of Imports and Exports, and Interfaces.

A Standard Interface is a real-time or automated exchange of data between two systems. This could be done programmatically or through an API. It is Tyler’s responsibility to ensure the Tyler programs operate correctly. It is the Town’s responsibility to ensure the third party program operates or accesses the data correctly.

The Town and Tyler project manager(s) will work together to define/confirm which Data Exchanges are needed (if not outlined in the Agreement). Tyler will provide a file layout for each Standard Data Exchange.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Standard 3 rd Party Data Exchange Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review Standard or contracted Data Exchanges			A	R								C	I		I			C		
Define or confirm needed Data Exchanges			I	C								A	C		C			R		

4.3.5 Modification Analysis & Specification, if contracted

Tyler staff conducts additional analysis and develops specifications based on information discovered during this Stage. The Town reviews the specifications and confirms they meet Town’s needs prior to acceptance. Out of Scope items or changes to specifications after acceptance may require a Change Request.

Tyler’s intention is to minimize Modifications by using Standard functionality within the Application, which may require a Town business process change. It is the responsibility of the Town to detail all of their needs during the Assess and Define Stage. Tyler will write up specifications (for Town approval) for contracted program Modifications. Upon approval, Tyler will make the agreed upon Modifications to the respective program(s). Once the Modifications have been delivered, the Town will test and approve those changes during the Build and Validate Stage.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Modification Analysis & Specification, if contracted																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Analyze contracted modified program requirements			A	C			R					C	C	I	C			C		
Develop specification document(s)	A		I	C			R					I	I		I			I		
Review specification document(s); provide changes to Tyler, if applicable			I	C			C					A	R	I	C			C		
Sign-off on specification document(s) and authorize work			I				I				A	R	C	I	I			C		

4.3.6 Forms & Reports Planning

Town and Tyler project manager(s) review Forms and Report needs. Items that may be included in the Agreement are either Standard Forms and Reports or known/included Modification(s). Items not included in the Agreement could be either Town-developed Reports or a newly discovered Modification that will require a Change Request.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Forms & Reports Planning																				
	TYLER								CLIENT												
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator	
Review required Forms output			A	R									C	I	C				I		
Review and complete Forms options and submit to Tyler			I			I						A	R		C						
Review in Scope Reports			A	R								I	C		C						
Identify additional Report needs			I	C								A	R		C						
Add applicable tasks to Project schedule		A	R	I		C						C	I		I				I		

4.3.7 System Deployment

The Tyler Technical Services team Installs Tyler Applications on the server (hosted or client-based) and ensures the platform operates as expected.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	System Deployment																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Install contracted software on server	A		I					R				I							C	
Ensure platform operates as expected	A		I					R				I							C	

4.3.8 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Build & Validate Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.3.8.1 Assess & Define Stage Deliverables

- Completed analysis Questionnaire
 - Objective: Gather and document information related to Town business processes for current/future state analysis as it relates to Tyler approach/solution.
 - Scope: Provide comprehensive answers to all questions on Questionnaire(s).
 - Acceptance criteria: Town acceptance of completed Questionnaire based on thoroughness of capturing all Town business practices to be achieved through Tyler solution.
- Data conversion summary and specification documents
 - Objective: Define data conversion approach and strategy.
 - Scope: Data conversion approach defined, data extract strategy, conversion and reconciliation strategy.
 - Acceptance criteria: Data conversion document(s) delivered to the Town, reflecting complete and accurate conversion decisions.
- Modification specification documents, if contracted
 - Objective: Provide comprehensive outline of identified gaps, and how the modified program meets the Town's needs.
 - Scope: Design solution for Modification.
 - Acceptance criteria: Town accepts Modified Specification Document(s) and agrees that the proposed solution meets their requirements.
- Completed Forms options and/or packages
 - Objective: Provide specifications for each Town in Scope form, Report and output requirements.
 - Scope: Complete Forms package(s) included in agreement and identify Report needs.
 - Acceptance criteria: Identify Forms choices and receive supporting documentation.
- Installation checklist
 - Objective: Installation of purchased Tyler software.
 - Scope: Tyler will conduct an initial coordination call, perform an installation of the software included in the Agreement, conduct follow up to ensure all tasks are complete, and complete server system administration training, unless the Town is hosted.
 - Acceptance criteria: Tyler software is successfully installed and available to authorized users, Town team members are trained on applicable system administration tasks.

4.3.8.2 Assess & Define Stage Acceptance Criteria

- Tyler software is installed.
- Fundamentals review is complete.

- Required Form information complete and provided to Tyler.
- Current/Future state analysis completed; Questionnaires delivered and reviewed.
- Data conversion mapping and extractions completed and provided to Tyler.

4.4 Build & Validate (Stage 3)

The objective of the Build & Validate Stage is to prepare the software for use in accordance with the Town’s needs identified during the Assess and Define Stage, preparing the Town for Final Testing and Training.

4.4.1 Configuration & Power User Training

Tyler staff collaborates with the Town to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. Tyler staff will train the Town Power Users to prepare them for the Validation of the software. The Town collaborates with Tyler staff iteratively to Validate software configuration.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Build & Validate																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform configuration			A	R								I	R		I					
Power User process and Validation training			A	R								I	C	I	C				I	
Validate configuration			I	C								A	C		R			C		

4.4.2 Data Conversion & Validation

Tyler completes an initial review of the converted data for errors. With assistance from the Town, the Tyler Data Conversion Team addresses items within the conversion program to provide the most efficient data conversion possible. With guidance from Tyler, the Town reviews specific data elements within the system and identifies and Reports discrepancies in writing. Iteratively, Tyler collaborates with the Town to address conversion discrepancies prior to acceptance.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Data Conversion & Validation																				
	TYLER								CLIENT												
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator	
Write and run data conversion program against Client data		A	I	C	R														C		
Complete initial review of data errors		A	I	C	R							I	I						C		
Review data conversion and submit needed corrections			I	C	I							A	C		R				C		
Revise conversion program(s) to correct error(s)		A	I	C	R							I	I		C				C		

4.4.3 Standard 3rd Party Data Exchange Validation

Tyler provides training on Data Exchange(s) and the Town tests each Data Exchange.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Standard 3 rd Party Data Exchange Validation																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Train Data Exchange(s) processing in Tyler software			A	R								C	I	I				C	I	
Coordinate 3 rd Party Data Exchange activities			I	I								A	C		C			R		
Test all Standard 3 rd party Data Exchange(s)			I	C								A	C	I	R			C		

4.4.4 Modification Delivery & Validation, if contracted

Tyler delivers in Scope Modification(s) to the Town for preliminary testing. Final acceptance will occur during the Final Testing and Training Stage.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Modification Delivery & Validation, if contracted																				
	TYLER								CLIENT												
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator	
Develop and deliver contracted modified program(s)		A	I	C	I		R					I	C	I	C				I		C
Test contracted modified program(s) in isolated database				I	C			C				A	C		R				C		
Report discrepancies between specification and delivered contracted modified program(s)				I	I			I				A	R		C				C		
Make corrections to contracted modified program(s) as required		A	I	C	I		R					I	C		C				I		

4.4.5 Forms & Reports Validation

Tyler provides training on Standard Forms/Reports and the Town tests each Standard Form/Report.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Forms & Reports Validation																				
	TYLER								CLIENT												
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator	
Standard Forms & Report training			A	R								I	C		C						
Test Standard Forms & Reports			I	C		C						A	C		R				C		

4.4.6 Control Point 3: Build & Validate Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Final Testing & Training Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.4.6.1 Build & Validate Stage Deliverables

- Initial data conversion
 - Objective: Convert Legacy System data into Tyler system.
 - Scope: Data conversion program complete; deliver converted data for review.
 - Acceptance criteria: Initial error log available for review.
- Data conversion verification document
 - Objective: Provide instructions to the Town to verify converted data for accuracy.
 - Scope: Provide self-guided instructions to verify specific data components in Tyler system.
 - Acceptance criteria: Town accepts data conversion delivery; Town completes data issues log.
- Installation of Modifications on the Town's server(s) *except for hosted Clients
 - Objective: Deliver Modification(s) in Tyler software.
 - Scope: Program for Modification is complete and available in Tyler software, Modification testing.
 - Acceptance criteria: Delivery of Modification(s) results in objectives described in the Town-signed specification.
- Standard Forms & Reports Delivered
 - Objective: Provide Standard Forms & Reports for review.
 - Scope: Installation of all Standard Forms & Reports included in the Agreement.
 - Acceptance criteria: Standard Forms & Reports available in Tyler software for testing in Stage 4.

4.4.6.2 Build & Validate Stage Acceptance Criteria

- Application configuration completed.
- Standard Forms & Reports delivered and available for testing in Stage 4.
- Data conversions (except final pass) delivered.
- Standard 3rd party Data Exchange training provided.
- Modifications delivered and available for testing in Stage 4.
- The Town and Tyler have done a review of primary configuration areas to Validate completeness and readiness for testing and acceptance in Stage 4.

4.5 Final Testing & Training (Stage 4)

During Final Testing and Training, Tyler and the Town review the final Cutover plan. A critical Project success factor is the Town understanding the importance of Final Testing and Training and dedicating the resources required for testing and training efforts in order to ensure a successful Production Cutover.

4.5.1 Cutover Planning

Town and Tyler project manager(s) discuss final preparations and critical dates for Production Cutover. Tyler delivers a Production Cutover Checklist to outline Cutover tasks to help prepare the Town for success.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	Cutover Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Cutover Planning Session		A	R	C							I	I	C	C	C			C	C	
Develop Production Cutover Checklist		A	R	C						I	I	C	C	I	I			C		

4.5.2 User Acceptance Testing (UAT)

The Town performs User Acceptance Testing to verify software readiness for day-to-day business processing. Tyler provides a Test Plan for users to follow to ensure proper Validation of the system.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	User Acceptance Testing (UAT)																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Deliver Test Plan for User Acceptance Testing		A	R	C								I	I							
Perform User Acceptance Testing			I	C							A	R	C	C	C	I	I	C	I	
Accept modified program(s), if applicable			I	I			I				A	R	C	I	C			C		
Validate Report performance			I	C		C						A	C		R			C		

4.5.3 End User Training

End Users attend training sessions to learn how to utilize Tyler software. Training focuses primarily on day-to-day Town processes that will be delivered via group training, webinar, eLearnings and/or live training sessions.

Unless stated otherwise in the Agreement, Tyler provides one occurrence of each scheduled training or implementation topic with up to the maximum number of users as defined in the Agreement, or as otherwise mutually agreed. Town users who attended the Tyler sessions may train any Town users not able to attend the Tyler sessions or additional sessions may be contracted at the applicable rates for training.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	End User Training																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Conduct user training sessions			A	R								C	I		I	I		I	I	
Conduct additional End User training sessions			I								I	A	C	I	R	I	I	I	I	

4.5.4 Control Point 4: Final Testing & Training Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Production Cutover Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.5.4.1 Final Testing & Training Stage Deliverables

- Production Cutover checklist
 - Objective: Provide a detailed checklist outlining tasks necessary for production Cutover.
 - Scope: Dates for final conversion, date(s) to cease system processing in Legacy System, date(s) for first processing in Tyler system, contingency plan for processing.
 - Acceptance criteria: Definition of all pre-production tasks, assignment of owners and establishment of due dates.
- User Acceptance Test Plan
 - Objective: Provide testing steps to guide users through testing business processes in Tyler software.
 - Scope: Testing steps for Standard business processes.
 - Acceptance criteria: Testing steps have been provided for Standard business processes.

4.5.4.2 Final Testing & Training Stage Acceptance Criteria

- Production Cutover Checklist delivered and reviewed.
- Modification(s) tested and accepted, if applicable.
- Standard 3rd party Data Exchange programs tested and accepted.
- Standard Forms & Reports tested and accepted.
- User acceptance testing completed.
- End User training completed.

4.6 Production Cutover (Stage 5)

Town and Tyler resources complete tasks as outlined in the Production Cutover Plan and the Town begins processing day-to-day business transactions in the Tyler software. Following Production Cutover, the Town transitions to the Tyler support team for ongoing support of the Application.

4.6.1 Final Data Conversion, if applicable

The Town provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final data conversion. The Town may need to manually enter into the Tyler system any data added to the Legacy System after final data extract.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Final Data Conversion, if applicable																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide final data extract			C		I						I	A	C	I	I	I	I	R		
Provide final extract balancing Reports			I		I							A	C		R			I		
Convert and deliver final pass of data		A	I	I	R							I	I		I			C		
Validate final pass of data			I	C	C						I	A	C		R			C		
Load final conversion pass to Production environment			I		I						I	A	C	I	C			R		

4.6.2 Production Processing & Assistance

Tyler staff collaborates with the Town during Production Cutover activities. The Town transitions to Tyler software for day-to day business processing.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Production Processing & Assistance																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Production processing			C	C						I	I	A	R	R	R	R	R	R	I	I
Provide production assistance			A	R				C				I	C	C	C	C	C	C		

4.6.3 Transition to Tyler Support

Tyler project manager(s) introduce the Town to the Tyler Support team, who provides the Town with day-to-day assistance following Production Cutover.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Transition to Tyler Support																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop internal support plan			I								A	R	C	C	C	C		C	C	C
Conduct transfer to Support meeting	A	I	C					R				C	C	C	C	I	I	C	I	I

4.6.4 Schedule Post-Production Services, if applicable

Tyler provides post-production services if included in the Agreement. Prior to scheduling services, the Tyler project manager(s) collaborate with Town project manager(s) to identify needs.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Schedule Post-Production Services, if applicable																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Identify topics for post-production services			C	C								A	R	I	C				I	
Schedule services for post-production topics	A	R	I									C	C	I	C				I	

4.6.5 Control Point 5: Production Cutover Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Phase/Project Closure Stage is dependent upon Tyler's receipt of this Stage Acceptance.

4.6.5.1 Production Cutover Stage Deliverables

- Final data conversion, if applicable
 - Objective: Ensure (in Scope) Legacy System data is available in Tyler software in preparation for production processing.
 - Scope: Final passes of all conversions completed in this Phase.
 - Acceptance criteria: Data is available in production environment.
- Support transition documents
 - Objective: Define strategy for on-going Tyler support.
 - Scope: Define support strategy for day-to-day processing, conference call with Town Project Manager(s) and Tyler support team, define roles and responsibilities, define methods for contacting support.
 - Acceptance criteria: the Town receives tools to contact support and understands proper support procedures.

4.6.5.2 Production Cutover Stage Acceptance Criteria

- Final data conversion(s) delivered.
- Processing is being done in Tyler production.
- Transition to Tyler support is completed.
- Post-live services have been scheduled, if applicable.

4.7 Phase/Project Closure (Stage 6)

Project or Phase closure signifies full implementation of all products purchased and encompassed in the Phase or Project. The Town moves into the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Support).

4.7.1 Close Phase/Project

The Town and Tyler project manager(s) review the list of outstanding Project activities and develop a plan to address them. The Tyler project manager(s) review the Project budget and status of each contract Deliverable with the Town project manager(s) prior to closing the Phase or Project.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 6	Close Phase/Project																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review outstanding Project activities and develop action plan		A	R	C								C	C	I	C	I		C		
Review Project budget and status of contract Deliverables		A	R							I	I	C								

4.7.2 Control Point 6: Phase/Project Closure Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. This is the final acceptance for the Phase/Project.

4.7.2.1 Phase/Project Closure Stage Deliverables

- Phase/Project reconciliation report
 - Objective: Provide comparison of contract Scope and Project budget.
 - Scope: Contract Scope versus actual, analysis of services provided and remaining budget, identify any necessary Change Requests or Project activity.
 - Acceptance criteria: Acceptance of services and budget analysis and plan for changes, if needed.

4.7.2.2 Phase/Project Closure Stage Acceptance Criteria

- Outstanding Phase or Project activities have been documented and assigned.
- Phase/final Project budget has been reconciled.
- Tyler Deliverables for the Phase/Project are complete.

5 Roles and Responsibilities

5.1 Tyler Roles and Responsibilities

Tyler assigns project manager(s) prior to the start of each Phase of the Project. The project manager(s) assign additional Tyler resources as the schedule develops and as needs arise. One person may fill multiple project roles.

5.1.1 Tyler Executive Management

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the Town's overall organizational strategy.
- Authorizes required project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Offers additional support to the project team and is able to work with other Tyler department managers in order to escalate and facilitate implementation project tasks and decisions.
- Acts as the counterpart to the Town's executive sponsor.

5.1.2 Tyler Implementation Management

- Acts as the counterpart to the Town steering committee.
- Assigns initial Tyler project personnel.
- Works to resolve all decisions and/or issues not resolved at the Project Management level as part of the escalation process.
- Attends Town steering committee meetings as necessary.
- Provides support for the project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

The Tyler project manager(s) provides oversight of the Project, coordination of resources between departments, management of the project budget and schedule, effective risk and issue management, and is the primary point of contact for all Project related items.

- Contract Management
 - Validates contract compliance throughout the Project.
 - Ensures Deliverables meet contract requirements.
 - Acts as primary point of contact for all contract and invoicing questions.
 - Prepares and presents contract milestone sign-offs for acceptance by Town project manager(s).
 - Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.
- Planning

- Update and deliver Implementation Management Plan.
- Defines project tasks and resource requirements.
- Develops initial project schedule and full scale Project Plan.
- Collaborates with Town project manager(s) to plan and schedule project timelines to achieve on-time implementation.
- Implementation Management
 - Tightly manages Scope and budget of Project; establishes process and approval matrix with the Town to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
 - Establishes and manages a schedule and resource plan that properly supports the Project Plan that is also in balance with Scope/budget.
 - Establishes risk/issue tracking/reporting process between the Town and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to the Town any items that may impact the outcomes of the Project.
 - Collaborates with the Town's project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
 - Sets a routine communication plan that will aide all project team members, of both the Town and Tyler, in understanding the goals, objectives, current status and health of the project.
- Team Management
 - Acts as liaison between project team and Tyler manager(s).
 - Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
 - Provides direction and support to project team.
 - Builds partnerships among the various stakeholders, negotiating authority to move the Project forward.
 - Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover Checklist.
 - Assesses team performance and adjusts as necessary.
 - Interfaces closely with Tyler developers to coordinate program Modification activities.
 - Coordinates with in Scope 3rd party providers to align activities with ongoing project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Performs problem solving and troubleshooting.
- Follows up on issues identified during sessions.
- Documents activities for on site services performed by Tyler.
- Provides conversion Validation and error resolution assistance.
- Recommends guidance for testing Forms and Reports.
- Tests software functionality with the Town following configuration.
- Assists during Production Cutover process and provides production support until the Town transitions to Tyler Support.
- Provides product related education.

- Effectively facilitates training sessions and discussions with Town and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- Conducts training (configuration, process, conversion Validation) for Power Users and the Town's designated trainers for End Users.
- Clearly documents homework tasks with specific due dates and owners, supporting and reconciling with the final Project Plan.
- Keeps Tyler project manager(s) proactively apprised of any and all issues which may result in the need for additional training, change in schedule, change in process decisions, or which have the potential to adversely impact the success of the Project prior to taking action.

5.1.5 Tyler Sales

- Provide sales background information to Implementation during Project initiation.
- Support Sales transition to Implementation.
- Provide historical information, as needed, throughout implementation.

5.1.6 Tyler Software Support

- Manages incoming client issues via phone, email, and online customer incident portal.
- Documents and prioritizes issues in Tyler's Customer Relationship Management (CRM) system.
- Provides issue analysis and general product guidance.
- Tracks issues and tickets to timely and effective resolution.
- Identifies options for resolving reported issues.
- Reports and escalates defects to Tyler Development.
- Communicates with the Town on the status and resolution of reported issues.

5.1.7 Tyler Data Conversion Experts

- Validates client data files are in proper format.
- Develops customized conversion programs to convert Legacy System data into the Tyler database for production use according to defined mapping.
- Provides error Reports on unsupported data conditions and the merging or normalization of data fields.
- Assists the Town with understanding and interpreting error Reports.
- Performs changes and corrections to customized conversion programs as the Town discovers data anomalies and exception conditions.

5.2 Town Roles and Responsibilities

Town resources will be assigned prior to the start of each Phase of the project. One person may be assigned to multiple project roles.

5.2.1 Town Executive Sponsor

- Provides clear direction for the Project and how the Project applies to the organization's overall strategy.
- Champions the Project at the executive level to secure buy-in.

- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the Town steering committee level as part of the escalation process.
- Actively participates in organizational change communications.

5.2.2 Town Steering Committee

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Provides management support for the project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - Project Goals
 - Town Policies

5.2.3 Town Project Manager

The Town shall assign project manager(s) prior to the start of this Project with overall responsibility and authority to make decisions related to project Scope, scheduling, and task assignment, and communicates decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the Town project manager(s) do not have the knowledge or authority to make decisions, he or she engages the correct resources from Town to participate in discussions and make decisions in a timely fashion to avoid Project delays.

- Contract Management
 - Validates contract compliance throughout the Project.
 - Ensures invoicing and Deliverables meet contract requirements.
 - Acts as primary point of contact for all contract and invoicing questions.
 - Signs off on contract milestone acknowledgment documents.
 - Collaborates on and approves Change Requests, if needed, to ensure proper Scope and budgetary compliance.
- Planning
 - Review and acknowledge Implementation Management Plan.
 - Defines project tasks and resource requirements for Town project team.
 - Collaborates in the development and approval of the initial Project Plan and Project Plan.
 - Collaborates with Tyler project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

- Implementation Management
 - Tightly manages Project budget and Scope and collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
 - Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the Project Plan, as a whole, that is also in balance with Scope/budget.
 - Collaborates with Tyler Project manager(s) to establishes risk/issue tracking/reporting process between the Town and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to Tyler any items that may impact the outcomes of the Project.
 - Collaborates with Tyler Project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the Project.
 - Routinely communicates with both Town staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the Project by all team members.
- Team Management
 - Acts as liaison between project team and stakeholders.
 - Identifies and coordinates all Town resources across all modules, Phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
 - Provides direction and support to project team.
 - Builds partnerships among the various stakeholders, negotiating authority to move the Project forward.
 - Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover Checklist.
 - Assesses team performance and takes corrective action, if needed.
 - Provides guidance to Town technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
 - Coordinates in Scope 3rd party providers to align activities with ongoing Project tasks.

5.2.4 Town Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Attends and contributes business process expertise for current/future state analysis sessions.
- Identifies and includes additional subject matter experts to participate in Current/Future State Analysis sessions.
- Provides business process change support during Power User and End User training.
- Completes performance tracking review with client project team on End User competency on trained topics.
- Provides Power and End Users with dedicated time to complete required homework tasks.
- Act as an ambassador/champion of change for the new process.
- Identifies and communicates any additional training needs or scheduling conflicts to Town project manager.

- Prepares and Validates Forms.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Presentation
 - Implementation Management Plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues
 - Communication with Tyler project team
 - Coordination of Town resources
 - Attendance at scheduled sessions
 - Change Management activities
 - Modification specification, demonstrations, testing and approval assistance
 - Conversion Analysis and Verification Assistance
 - Decentralized End User Training
 - Process Testing
 - User Acceptance Testing

5.2.5 Town Power Users

- Participate in Project activities as required by the project team and project manager(s).
- Provide subject matter expertise on Town business processes and requirements.
- Act as subject matter experts and attend current/future state and validation sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout Project.
- Participate in Conversion Validation.
- Test all Application configuration to ensure it satisfies business process requirements.
- Become Application experts.
- Participate in User Acceptance Testing.
- Adopt and support changed procedures.
- Complete all Deliverables by the due dates defined in the Project Plan.
- Demonstrate competency with Tyler products processing prior to Production Cutover.
- Provide knowledge transfer to Town staff during and after implementation.

5.2.6 Town End Users

- Attend all scheduled training sessions.
- Become proficient in Application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all Deliverables by the due dates defined in the Project Plan.
- Utilize software to perform job functions at and beyond Production Cutover.

5.2.7 Town Technical Support

- Coordinates updates and releases with Tyler as needed.

- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Extracts and transmits conversion data and control reports from Town’s Legacy System per the conversion schedule set forth in the Project Plan.
- Coordinates and adds new users and printers and other Peripherals as needed.
- Validates all users understand log-on process and have necessary permission for all training sessions.
- Coordinates Interface development for Town third party Data Exchanges.
- Develops or assists in creating Reports as needed.
- Ensures onsite system hardware meets specifications provided by Tyler.
- Assists with software Installation as needed.

5.2.8 Town Upgrade Coordinator

- Becomes familiar with the Software Upgrade process and required steps.
- Becomes familiar with Tyler’s releases and updates.
- Utilizes Tyler Community to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the Town’s Software Upgrade process.
- Assists with the Software Upgrade process during implementation.
- Manages Software Upgrade activities post-implementation.
- Manages Software Upgrade plan activities.
- Coordinates Software Upgrade plan activities with Town and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder sign-offs to upgrade production environment.

5.2.9 Town Project Toolset Coordinator

- Ensures users have appropriate access to Tyler project toolsets such as Tyler University, Tyler Community, Tyler Product Knowledgebase, SharePoint, etc.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.10 Town Change Management Lead

- Validates users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.
-
-

6 Glossary

Word or Term	Definition
Application	A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user.
Change Control	A systematic approach for managing change governing how Change Requests will be received, assessed and acted on.
Change Management	An approach for ensuring that changes are thoroughly and smoothly implemented and that the lasting benefits of change are achieved. The focus is on the global impact of change with an intense focus on people and how individuals and teams move from the current situation to the new one.
Change Request	A form used as part of the Change Control process whereby changes in the Scope of work, timeline, resources, and/or budget are revised and agreed upon by participating parties.
Consumables	Items that are used on a recurring basis, usually by Peripherals. Examples: paper stock or scanner cleaning kits.
Control Point	Occurring at the end of each Stage, the Control Point serves as a formal client review point. Project progress cannot continue until the client acknowledges the agreed upon Deliverables of the Stage have been met or agree on an action plan to make the Deliverable acceptable and move to next Stage while executing final steps of current Stage.
Cutover	The point when a client begins using Tyler software in production.
Data Exchange	A term used to reference Imports and Exports, and Interfaces which allow data to be exchanged between an external system and Tyler software.
Data Mapping	The process of mapping fields from the Legacy System to the appropriate location in the new system from one or more sources.
Deliverable	A tangible or intangible object/document produced as a result of the Project that is intended to be delivered to a client (either internal or external) or vendor at a specific time.
End User	The person for whom the software is designed to use on a day-to-day basis.
Forms	A document which is typically printed on a template background and only captures data for one record per page. Forms are provided to entity customers whether internal (employees) or external (citizens).
Imports and Exports	A process within the system that a user is expected to run to consume (Import) or produce (Export) a specifically defined file format/layout.
Interface	A real-time or automated exchange of data between two systems.

Install	References the initial installation of software files on client services and preparing the software for use during configuration. The version currently available for general release will always be used during the initial install.
Legacy System	The system from which a client is converting.
Modification	Modification of software program package to provide individual client requirements documented within the Scope of the Agreement.
Peripherals	An auxiliary device that connects to and works with the computer in some way. Examples: mouse, keyboard, scanner, external drive, microphone, speaker, webcam, and digital camera.
Phase	A portion of the Project in which specific set of related products are typically implemented. Phases each have an independent start, Production Cutover and closure dates but use the same Implementation Plans as other Phases within the Project. Phases may overlap or be sequential and may have the same Tyler project manager and Tyler project team or different individuals assigned.
Power User	An experienced client person or group who is (are) an expert(s) in the client business processes, as well as knowledgeable in the requirements and acceptance criteria.
Project	The Project includes all implementation activity from Plan & Initiate to Closure for all products, Applications and functionality included in a single Agreement. The Project may be broken down into multiple Phases.
Project Plan	The Project Plan serves as the master blueprint for the Project. As developed, the Project schedule will become a part of the Project Plan and outline specific details regarding tasks included in the Project Plan.
Project Planning Meeting	Occurs during the Plan & Initiate Stage to coordinate with the Client project manager to discuss Scope, information needed for project scheduling and resources.
Questionnaire	A document containing a list of questions to be answered by the client for the purpose of gathering information needed by Tyler to complete the implementation.
RACI	A chart describing level of participation by various roles in completing tasks or Deliverables for a Project or process. Also known as a responsibility assignment matrix (RAM) or linear responsibility chart (LRC).
Reports	Formatted to return information related to multiple records in a structured format. Information is typically presented in both detail and summary form for a user to consume.
Scope	Products and services that are included in the Agreement.

Software Upgrade	References the act of updating software files to a newer software release.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project and requires acknowledgement before continuing to the next Stage. Some tasks in the next Stage may begin before the prior Stage is complete.
Stakeholder Presentation	Representatives of the Tyler implementation team will meet with key client representatives to present high level Project expectations and outline how Tyler and the Client can successfully partner to create an environment for a successful implementation.
Standard	Included in the base software (out of the box) package.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project -specific activities and Deliverables Tyler will provide to the client.
Test Plan	Describes the testing process. Includes “Test Cases” to guide the users through the testing process. Test cases are meant to be a baseline for core processes; the client is expected to supplement with client specific scenarios and processes.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.

7 Munis Conversion Summary

7.1 Inventory Master

- General master data includes item, description, commodity code, purchase vendor and date, date received, GL information, hazard code, etc. Location master includes item, location, bin, various quantities (on-hand, last, committed, standard purchase, re-order), lead time; count, count date, and variance; GL information; plus many accumulator buckets (MTD/YTD/SOY/SOM/LY received /issued /adjusted /cost /value), etc. FIFO data includes item, location, date, qty-received, unit cost, and quantity on hand.

7.2 Asset Maintenance – Work Order Assets

- Asset Maintenance tables for all work order asset types. These tables contain the detail of the asset based on the type e.g. Equipment, infrastructure, fleet etc.



Town of Miami Lakes Memorandum

To: Honorable Mayor & Councilmembers
From: Edward Pidermann, Town Manager
Subject: Authorization to Access Cooperative Purchasing Contracts for Sod & Sod Installation
Date: 2/5/2019

Recommendation:

It is recommended that the Town Council authorize the Town Manager to access Contract 033-2730-18/IT for the purchase of sod and sod installation issued through the SO Florida Governmental Purchasing Cooperative on an as-needed basis in an amount not to exceed budgeted funds per fiscal year. The Contract has an initial term of one (1) year with (3) options to renew for additional one-year terms for an estimated effective period until September 30, 2022.

Background:

With over 120 acres of green space and a continuous effort to keep these areas growing beautifully, one of the ongoing needs for our parks and roadways is sod and sod installation support this effort. Currently, the Town may purchase sod through additional line items on its general Grounds Maintenance and Athletic Field Maintenance contracts, however, this price is higher than buying sod directly from sod farms. In the past, the Town has accessed a Southeast Florida Governmental Cooperative Group ("COOP") contract to obtain significant savings on the price of sod. That contract expired last fall and subsequently, the COOP issued another solicitation and recently awarded a new contract for sod and sod installation services.

In August 2018, the COOP, comprised of forty-five (45) agencies, intending to leverage the buying power of multiple agencies for a cost savings, underwent a competitive procurement process and awarded contracts to Mullings Engineering Services, Inc. ("Mullings") and Sunset Sod Inc. ("Sunset") for the purchase of sod and sod installation services. Currently, the Town uses approximately 15,000 square feet of sod for the maintenance of the athletic fields. Having access to these contracts gives the Town the flexibility to access the most competitive pricing per sod type for regular maintenance as well as for restoration efforts after upcoming projects such as the Royal Oaks Drainage project and the West Lakes Drainage project, which severely impact greenspaces. A summary of the pricing available on each contract is listed in the chart below.

Type of Sod	COOP Contract Price (Mullings)	COOP Contract Price (Sunset)	GreenSource Landscape & Sports Turf, Inc.	BrightView Landscape Services, Inc.	SFM Services, Inc.	Superior Landscaping & Lawn Service, Inc.	VisualScapes, Inc.
St. Augustine	\$0.59	\$1.05	\$0.85	\$0.90	\$0.45	\$0.84	\$1.25
Bermuda	\$0.48	\$0.80	\$1.00	\$1.34	N/A	N/A	N/A
Seashore Paspalum	\$3.00	\$2.05	\$1.56	\$1.95	N/A	N/A	N/A
Bahia Grass	\$0.28	\$0.58	\$0.85	\$0.65[NG1]	\$0.45	\$0.76	\$0.95

* Unit of Measure = Price/Square foot including sod and installation

[NG1] These two prices are from the 2017-23 Contract. I'm not sure if I should include them?

Approval of this agreement for future enhancements will provide the Town an alternative to current contract pricing with the ability to purchase sod directly through the COOP contract whenever funds are available for this purpose. After reviewing the contracts and their pricing terms, it is recommended that the Town access and "piggyback" this Contract as a subcontract under Section 7 of the Procurement Code for the direct purchase of sod and sod installation.

ATTACHMENTS:

- Description
- Resolution
- Co-op Bid Tabulation

RESOLUTION NO. 19-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE PURCHASE OF SOD & SOD INSTALLATION SERVICES ON AN AS NEEDED BASIS; AUTHORIZING THE TOWN MANAGER TO UTILIZE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE CONTRACT 033-2730-18/IT WITH MULLINGS ENGINEERING SERVICES & SUNSET SOD INC. PURSUANT TO SECTION 7 OF ORDINANCE 17-203; 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 UTILIZE THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town has recurring requirements for sod and sod installation services to support and maintain its 120 acres of green space in Town parks and roadways; and

WHEREAS, Section 7 of the Town of Miami Lakes Ordinance 17-203 (“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; and

WHEREAS, the Town intends to utilize the Southeast Florida Governmental Purchasing Cooperative Group Contract 033-2730-18/IT with Mullings Engineering Services, Inc. (“Mullings”) and Sunset Sod, Inc. (“Sunset”) (hereinafter referred to as “Contract”) for the purchase of sod and sod installation services on an as-needed basis; and

WHEREAS, the Southeast Florida Governmental Purchasing Cooperative Group (“Co-op”) comprised of forty-five agencies was created to utilize the buying power of combined

requirements for common basic commodities/services to promote cost savings and cost avoidances to each entity; and

WHEREAS, on July 4, 2018, the City of Boynton Beach (“Boynton Beach”), a member of the Co-op, issued Invitation to Bid (“ITB”) 033-2730-18/IT for sod and sod installation services; and

WHEREAS, on August 3, 2018, Boynton Beach received four (4) proposals in response to its ITB; and

WHEREAS, as a result of Boynton Beach’s procurement process, three (3) bidders (Mullings Engineering Services, Inc., Odum’s Sods, Inc., and Sunset Sod, Inc.) were awarded contracts as the most responsive, responsible bidders; and

WHEREAS, the Town Manager recommends utilizing Contract 033-2730-18/IT with Mullings and Sunset for the purchase of sod and sod installation services on an as-needed basis not to exceed budgeted funds; and

WHEREAS, the Town Council approves of the Town Manager’s recommendations and authorizes the Town Manager to initiate purchases off the Contract in amounts not to exceed budgeted funds for these services.

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 utilization of Co-op Contract 033-2730-18/IT with Mullings and Sunset. in substantially the form

attached hereto as Exhibit “A” for the purchase of sod and sod installation services on an as-needed basis (hereinafter referred to as “Contract”).

Section 3. Authorization of Town Officials. The Town Manager and/or his designee are authorized to take all steps necessary to utilize the Contract and to execute a cover agreement on behalf of the Town, subject to approval as to form and legality by the Town Attorney. The Town Manager and/or his designee and the Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the Contract.

Section 4. 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 and the Contract.

Section 5. Execution of the Contract. The Town Manager is authorized to execute the a cover agreement for the Contract in substantially the form attached hereto as Exhibit “A” with Mullings and Sunset, and to execute any required agreements and/or documents to implement the terms and conditions of the Contract 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 _____, 2018.

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

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

Manny Cid
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

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

EXHIBIT A

Cover Agreement
between the
Town of Miami Lakes
and
Mullings Engineering Services, Inc./Sunset Sod Inc.
for
Sod & Sod Installation



Agreement

I. Parties

This Agreement, 2019-18 is made this ____ day of _____ 2019, by and between _____ (“Contractor”), located at _____ 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 of sod and sod installation 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 City of Boynton Beach, dated October 1, 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 033-2730-18/IT, 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 the purchase of sod and sod installation 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’ Sod and Sod Installation Agreement will be referenced as Contract #2019-18.



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: Thomas Fossler or designee, Chief Procurement Officer
(305) 364-6100 ext. 1164 FosslerT@miamilakes-fl.gov

Project Manager: Tony Lopez or Designee, Chief of Operations
(305) 364-6100 ext. 1130 LopezT@miamilakes-fl.gov

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

Name: _____, email: _____

Title: _____, phone: _____

Contractor

Town of Miami Lakes

Signature

Alex Rey, Town Manager

Name (Print)

Title

Attest:

Gina Inguanzo, Town Clerk



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 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 _____,
(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 Agreement to which this resolution is attached.

DATED this _____ day of _____, 20_____.

Corporate Secretary

(Corporate Seal)



Exhibit "A"
CONTRACT 033-2730-18/IT

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



**Southeast Florida Governmental Purchasing
Cooperative Group**

CONTRACT AWARD

Please complete each of the applicable boxes and submit with bid documents, award notices and tabulations to lpiper@myboca.us for placement on the NIGP SEFL website Cooperative contract page.

PAGE 1 OF 2

BID/RFP No. 033-2730-18/IT

Description/Title: SOD AND SOD INSTALLATION

Initial Contract Term: Start Date: OCTOBER 1, 2018 End Date: SEPTEMBER 30, 2019

Renewal Terms of the Contract: three (3) Renewal Options for one-year
(No. of Renewals) (Period of Time)

Renewal No. _____ Start Date: _____ End Date: _____

Renewal No. _____ Start Date: _____ End Date: _____

Renewal No. _____ Start Date: _____ End Date: _____

SECTION #1 VENDOR AWARD

Vendor Name: MULLINGS ENGINEERING SERVICES

Vendor Address: 6289 W. Sunrise Blvd., #122, Sunrise, FL 33313

Contact: Sheldon Mullings

Phone: (954) 583-2441 Fax: (866) 558-0486

Cell/Pager: (754) 367-6122 Email Address: mullingseng@hotmail.com

Website: _____ FEIN: 20-4688701

VENDOR AWARD

Vendor Name: ODUMS SOD, INC.

Vendor Address: 13961 Okeechobee Blvd., Loxahatchee, FL 33470

Contact: Warren Prescott

Phone: (561) 333-7416 Fax: (561) 333-7455

Cell/Pager: _____ Email Address: odumssod@yahoo.com

Website: _____ FEIN: 65-0810895

2018 SOD AND SOD INSTALLATION AWARDED VENDORS

<u>GROUPS 1 – 14</u>	<u>NORTH PRIMARY VENDOR</u>	<u>NORTH SECONDARY VENDOR</u>	<u>CENTRAL PRIMARY VENDOR</u>	<u>CENTRAL SECONDARY VENDOR</u>	<u>SOUTH PRIMARY VENDOR</u>	<u>SOUTH SECONDARY VENDOR</u>
Group 1: St. Augustine Floratam	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC.	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC.	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC.
Group 2: St. Augustine Palmetto	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC.	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC.	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC.
Group 3: Bahia Argentine	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC.	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC.	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC.
Group 4: Bahia Pensacola	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC.	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC.	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC.
Group 5: Bermuda Tifway 419 Certified	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC.	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC.	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC
Group 6: Bermuda Tifway 419 Uncertified	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC.	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC.	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC
Group 7: Bermuda Tifgreen 328	SUNSET SOD INC.	NONE	SUNSET SOD INC.	NONE	SUNSET SOD INC	NONE
Group 8: Bermuda Celebration	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC.	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC.	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC
Group 9: Bermuda Tif Dwarf	SUNSET SOD INC.	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC.	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC	MULLINGS ENGINEERING SERVICES, INC.
Group 10: Paspalum Sea Dwarf	SUNSET SOD INC.	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC.	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC	MULLINGS ENGINEERING SERVICES, INC.

<u>GROUPS 1 – 14</u>	<u>NORTH PRIMARY VENDOR</u>	<u>NORTH SECONDARY VENDOR</u>	<u>CENTRAL PRIMARY VENDOR</u>	<u>CENTRAL SECONDARY VENDOR</u>	<u>SOUTH PRIMARY VENDOR</u>	<u>SOUTH SECONDARY VENDOR</u>
Group 11: Sea Isle Supreme Paspalum Certified	SUNSET SOD INC.	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC	MULLINGS ENGINEERING SERVICES, INC.
Group 12: Ultimate Flora Zoysia	SUNSET SOD INC.	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC	MULLINGS ENGINEERING SERVICES, INC.
Group 13: Hammock Centipede	SUNSET SOD INC.	NONE	SUNSET SOD INC	NONE	SUNSET SOD INC	NONE
Group 14: Wildflower Sod	NO AWARD	NO AWARD	NO AWARD	NO AWARD	NO AWARD	NO AWARD

<u>GROUP 15: Truckload Pricing</u>	<u>NORTH PRIMARY VENDOR</u>	<u>NORTH SECONDARY VENDOR</u>	<u>CENTRAL PRIMARY VENDOR</u>	<u>CENTRAL SECONDARY VENDOR</u>	<u>SOUTH PRIMARY VENDOR</u>	<u>SOUTH SECONDARY VENDOR</u>
Item 72: St. Augustine Floratam	ODUMS SOD, INC.	MULLINGS ENGINEERING SERVICES, INC.	ODUMS SOD, INC.	MULLINGS ENGINEERING SERVICES, INC..	ODUMS SOD, INC.	MULLINGS ENGINEERING SERVICES, INC.
Item 73: St. Augustine Palmetto	ODUMS SOD, INC.	MULLINGS ENGINEERING SERVICES, INC.	ODUMS SOD, INC.	MULLINGS ENGINEERING SERVICES, INC..	ODUMS SOD, INC.	MULLINGS ENGINEERING SERVICES, INC..
Item 74: Bahia Argentine	MULLINGS ENGINEERING SERVICES, INC.	ODUMS SOD, INC.	MULLINGS ENGINEERING SERVICES, INC.	ODUMS SOD, INC.	MULLINGS ENGINEERING SERVICES, INC.	ODUMS SOD, INC..
Item 75: Bahia Pensacola	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC.	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC.
Item 76: Bermuda Tifway 419 Certified	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC.	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC	MULLINGS ENGINEERING SERVICES, INC..	SUNSET SOD INC
Item 77: Bermuda Tifway 419 Uncertified	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC.	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC
Item 78: Bermuda Tifgreen 328	SUNSET SOD INC.	NONE	SUNSET SOD INC.	NONE	SUNSET SOD INC	NONE

VENDOR AWARD

Vendor Name: SUNSET SOD INC.
Vendor Address: 13100 SW 124 Avenue; Miami, FL 33186
Contact: Kathleen Hernandez
Phone: (305) 253-2002 Fax: (786) 242-9988
Cell/Pager: _____ Email Address: sod@gate.net
Website: _____ FEIN: 59-2421961

VENDOR AWARD

Vendor Name: _____
Vendor Address: _____
Contact: _____
Phone: _____ Fax: _____
Cell/Pager: _____ Email Address: _____
Website: _____ FEIN: _____

VENDOR AWARD

Vendor Name: _____
Vendor Address: _____
Contact: _____
Phone: _____ Fax: _____
Cell/Pager: _____ Email Address: _____
Website: _____ FEIN: _____

SECTION #2 AWARD/BACKGROUND INFORMATION

Award Date: 9-20-2018 Resolution/Agenda Item No.: Consent - 6.I.
Insurance Required: Yes X No _____
Performance Bond Required: Yes _____ No X

SECTION #3 LEAD AGENCY

Agency Name: City of Boynton Beach
Agency Address: 100 E. Boynton Beach Blvd., Boynton Beach, FL 33425
Agency Contact: Ilyse Triestman Email triestmani@bbfl.us
Telephone: (561) 742-6322 Fax: (561) 742-6316

The City of Boynton Beach



Finance/Procurement Services
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310
FAX: (561) 742-6316

September 21, 2018

Sheldon Mullings, President
Mullings Engineering Services, Inc.
6289 W. Sunrise Boulevard, #122
Sunrise, Florida 33313

VIA E-MAIL TO: mullingseng@hotmail.com

REF: AWARD OF BID NO. 033-2730-18/IT – SOD AND SOD INSTALLATION
(ANNUAL CONTRACT)

Dear Mr. Mullings:

At the meeting of September 20, 2018, City Commission awarded the subject Bid. A list of the bid items awarded to your firm is on the attached document. The initial term of the Contract will be from October 1, 2018 thru September 30, 2019.

A link to the approved agenda item and associated backup may be obtained at the following link:
<https://boyntonbeach.novusagenda.com/agendaintranet/CoverSheet.aspx?ItemID=4601&MeetingID=202>

Please submit your company's Certificate of Insurance, in full accordance with the terms and conditions of the Bid to coi@bbfl.us with a copy to me at triestmani@bbfl.us at your soonest convenience. Please ensure that the City of Boynton Beach is listed on the Certificate as an additional insured. Purchase orders will be issued as needed from the participating municipalities.

We would like to thank you for responding to this Invitation to Bid and we look forward to working with Mullings Engineering on this requirement.

Sincerely,

Ilyse Triestman

Ilyse Triestman, CPPO, CPPB
Purchasing Manager

cc: Southeast Florida Governmental Purchasing Cooperative Group
Central File
File

The City of Boynton Beach



Finance/Procurement Services
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310
FAX: (561) 742-6316

September 21, 2018

Warren Prescott, President
Odum's Sod, Inc.
13961 Okeechobee Blvd.
Loxahatchee, Florida 33470

VIA E-MAIL TO: odumssod@yahoo.com

REF: AWARD OF BID NO. 033-2730-18/IT – SOD AND SOD INSTALLATION
(ANNUAL CONTRACT)

Dear Mr. Prescott:

At the meeting of September 20, 2018, City Commission awarded the subject Bid. A list of the bid items awarded to your firm is on the attached document. The initial term of the Contract will be from October 1, 2018 thru September 30, 2019.

A link to the approved agenda item and associated backup may be obtained at the following link:
<https://boyntonbeach.novusagenda.com/agendaintranet/CoverSheet.aspx?ItemID=4601&MeetingID=202>

Please submit your company's Certificate of Insurance, in full accordance with the terms and conditions of the Bid to coi@bbfl.us with a copy to me at triestmani@bbfl.us at your soonest convenience. Please ensure that the City of Boynton Beach is listed on the Certificate as an additional insured. Purchase orders will be issued as needed from the participating municipalities.

We would like to thank you for responding to this Invitation to Bid and we look forward to working with Odum's Sod, Inc. on this requirement.

Sincerely,

Ilyse Triestman

Ilyse Triestman, CPPO, CPPB
Purchasing Manager

cc: Southeast Florida Governmental Purchasing Cooperative Group
Central File
File

The City of Boynton Beach



Finance/Procurement Services
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310
FAX: (561) 742-6316

September 21, 2018

Kathleen Hernandez, President
Sunset Sod, Inc.
P.O. Box 160744.
Miami, Florida 33116

VIA E-MAIL TO: sod@gate.net

REF: AWARD OF BID NO. 033-2730-18/IT – SOD AND SOD INSTALLATION
(ANNUAL CONTRACT)

Dear Ms. Hernandez:

At the meeting of September 20, 2018, City Commission awarded the subject Bid. A list of the bid items awarded to your firm is on the attached document. The initial term of the Contract will be from October 1, 2018 thru September 30, 2019.

A link to the approved agenda item and associated backup may be obtained at the following link:
<https://boyntonbeach.novusagenda.com/agendaintranet/CoverSheet.aspx?ItemID=4601&MeetingID=202>

Please submit your company's Certificate of Insurance, in full accordance with the terms and conditions of the Bid to coi@bbfl.us with a copy to me at triestmani@bbfl.us at your soonest convenience. Please ensure that the City of Boynton Beach is listed on the Certificate as an additional insured. Purchase orders will be issued as needed from the participating municipalities.

We would like to thank you for responding to this Invitation to Bid and we look forward to working with Sunset Sod, Inc. on this requirement.

Sincerely,

Ilyse Triestman

Ilyse Triestman, CPPO, CPPB
Purchasing Manager

cc: Southeast Florida Governmental Purchasing Cooperative Group
Central File
File



SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

TO OUR PROSPECTIVE CONTRACTORS:

The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative Group.

For the past several years, approximately forty-five (45) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative Group was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in this particular procurement and their respective delivery locations are listed in the attached document.

Southeast Florida Governmental Purchasing Cooperative Group Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "lead agency". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the lead agency.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities, which are not members of the Southeast Florida Governmental Purchasing Cooperative Group, are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative Group members may participate in this contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative Group members may participate in any contract on acceptance and approval by the lead agency.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

"WORKING TOGETHER TO REDUCE COSTS"

The logo of the City of Boynton Beach is a circular emblem. It features a blue outer ring with the words "CITY OF" at the top and "BOYNTON BEACH" at the bottom in yellow, bold, sans-serif capital letters. The center of the logo is a light blue field with horizontal yellow lines. Overlaid on this field is a stylized white and blue graphic of a bird or a wave, with a white outline and a blue shadow effect.

SOD AND SOD INSTALLATION

BID No. 033-2730-18/IT

BID OPENING DATE: AUGUST 3, 2018
BID OPENING TIME: 2:30 P. M. (LOCAL TIME)
CONFERENCE ROOM "B" CITY HALL



SOD AND SOD INSTALLATION

BID No.: 033-2730-18/IT

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INVITATION TO BID
FOR
SOD AND SOD INSTALLATION

BID No.: 033-2730-18/IT

Sealed bids will be received in PROCUREMENT SERVICES, City of Boynton Beach, 100 E. Boynton Beach Boulevard, or mail to P.O. Box 310, Boynton Beach, Florida 33425-0310 on or before: **August 3, 2018; No Later Than 2:30 P.M.**

Bids will be opened in: PROCUREMENT SERVICES-CITY HALL
 2ND FLOOR unless otherwise designated

SCOPE OF BID: The City of Boynton Beach is seeking bids from qualified Contractors for sod and sod installation at various locations within Palm Beach, Broward and Miami Dade Counties. Requested sod to include St. Augustine: Floratam, and Palmetto, Bahia Argentine; Bermuda: Tifway 419 “Certified”, Tifway 419 “Uncertified”, Celebration, Tif Dwarf; Paspalum Sea Dwarf; Ultimate Flora Zoysia; and Hammock Centipede.

ATTENTION ALL INTERESTED BIDDERS:

Copies of this solicitation package may be obtained from Demandstar at Onvia at www.demandstar.com or by calling 1-800-711-1712. Demandstar distributes the City's solicitations through electronic download. Bidder(s) who obtain copies of this solicitation from sources other than Demandstar or the City's Procurement Services may potentially risk not receiving certain addendum(s) issued as a result of the solicitation. If you would like a paper copy of this bid solicitation, please contact the Procurement Office at (561) 742-6322.

Bidders shall submit **one (1) marked original and two (3) photocopies of the completed bid package** in a sealed envelope to the address above. The Project Name, Bid Number, and time and date of the Bid Opening shall be clearly marked on the outside of the sealed envelope. Facsimile or electronic responses shall not be accepted.

All Bids will be publicly opened. Bid prices will be read aloud. Bids received after the assigned date and time will NOT be considered. The Procurement Services time stamp shall be conclusive as to the timeliness of filing. The City of Boynton Beach is not responsible for the U.S. Mail or private couriers in regard to mail being delivered by a specified time so that Bids can be considered. The City reserves the right to consider Bids that have been determined by the City to be received late due to mishandling by the City after receipt of the Bids and prior to award being made.

Bidders may not withdraw their Bid for a period of ninety (90) calendar days after the day set for the opening of Bids.

LOBBYING / CONE OF SILENCE

Consistent with the requirements of Chapter 2, Article VIII, Lobbyist Registration, of the Palm Beach County Code of Ordinances, Boynton Beach imposes a Cone of Silence. A cone of silence shall be in effect as of the deadline to submit the proposal, bid, or other response and shall remain in effect until City Commission awards or approves a contract, rejects all bids or responses, or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no proposer or its agent shall directly or indirectly communicate with any member of City Commission or their staff, the Manager, any employee of Boynton Beach authorized to act on behalf of Boynton Beach in relation to the award of a particular contract or member of the Selection Committee in reference to the solicitation, with the exception of the Purchasing Manager or designee. (Section 2-355 of the Palm Beach County Code of Ordinances.) Failure to abide by this provision may serve as grounds for disqualification for award of contract to the proposer. Further, any contract entered into in violation of the cone of silence shall render the transaction voidable.

The cone of silence shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before Selection Committees, contract negotiations during any public meeting, presentations made to the City Commission, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with Boynton Beach as may be permitted by the competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in the Purchasing Manual.

PUBLIC RECORDS DISCLOSURE:

As per Florida Statutes §119.07, sealed Bids or Proposals received by the City in response to a Request for Proposal or Invitation to Bid are exempt from public records disclosure requirements until the City provides a notice of decision or thirty (30) days after the opening of the Proposals/Bids. If the City rejects all Proposals/Bids submitted in response to a Request for Proposal or Invitation to Bid, and the City concurrently provides notice of its intent to reissue the competitive solicitation, the rejected Proposals/Bids remain exempt from public disclosure until such time as the City provides notice of a decision or intended decision concerning the competitive solicitation or until the City withdraws the reissued competitive solicitation. A Bid, Proposal or reply is not exempt for longer than twelve (12) months after the initial City notice rejecting all Bids, Proposals, or replies.

Any questions relative to any item(s) or portion of this bid should be directed to Ilyse Triestman, Purchasing Manager; Telephone: (561) 742-6322, E-mail: triestmani@bbfl.us

CITY OF BOYNTON BEACH



TIM W. HOWARD
Assistant City Manager - Administration



GENERAL CONDITIONS

These documents constitute the complete set of General Conditions, Specifications, and Bid Forms. All Bid sheets and attachments must be executed and submitted in a sealed envelope. DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE. The front of the envelope shall contain the Bidder's name, return address, date and time of Bid opening, and Bid number and title. Bids not submitted on the enclosed Bid Form shall be rejected. By submitting a Bid, the Bidders agree to all terms and conditions specified herein. **NO EXCEPTIONS WILL BE ALLOWED.** Submittal of a Bid in response to this Invitation to Bid constitutes an offer by the Bidder. Bids that do not comply with these requirements may be rejected at the option of the City.

As used in this Invitation to Bid, the words bidder, proposer, and contractor may be used interchangeably, and when so used, deemed to mean bidder.

1. **TERM:** The Contract will be in force for the term of installation and warranty, or stated Contract period.

2. **BIDDING DEFINITIONS:** Terms used in this Invitation to Bid shall have the meaning assigned to them in the industry involved in the subject matter of the Bid, unless otherwise specified. The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
 - ✓ **Invitation to Bid (ITB):** when the City is requesting bids from qualified Bidders.
 - ✓ **Addenda:** A written or graphic instrument issued by the City prior to the execution of the Contract, which modifies or interprets the Bid documents by additions, deletions, clarifications, or corrections.
 - ✓ **Alternative Bid (or Alternate):** an amount stated in the Bid to be added to or deducted from the amount of the base Bid if the corresponding change in the Work, as described in the Bid documents is accepted.
 - ✓ **Bid:** Price and terms quote received in response to an ITB.
 - ✓ **Bidder or Offeror:** Person or firm submitting a Bid.
 - ✓ **Contract:** A deliberate verbal or written agreement between two (2) or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
 - ✓ **Contractor:** Successful Bidder who is awarded a Purchase Order and/or Contract to provide goods and services to the City.
 - ✓ **Co-Op Agencies/Entities:** List of governmental agencies that represent the delivery of goods and services within this Invitation to Bid and resultant contract.
 - ✓ **Responsive Bidder:** A person whose Bid conforms in all material aspects to the terms and conditions included in the ITB.
 - ✓ **Responsible Bidder:** A person who has the capability in all respects to perform in full, the contract requirements as stated in the ITB, with the integrity and reliability that will assure good faith performance.
 - ✓ **Supplier:** A manufacturer, fabricator, supplier, distributor, materialman or vendor.
 - ✓ **Sub-contractor:** a person or entity who submits a Bid to a Contractor for materials, equipment or labor for a portion of the work.
 - ✓ **Unit Price:** an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the work as described in the Bid documents.

3. **EXECUTION OF BID:** Bid must contain a manual signature in ink, of an authorized representative, who has the legal ability to bind the Bidder in contractual obligations. Bid must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any part of the Bid document must be initialed in ink.

4. **NO BID:** If not submitting a bid, respond by returning one copy of the "STATEMENT OF NO BID" and explain the reason by indicating one of the reasons listed or in the space provided. Repeated failure to quote without sufficient justification may be cause for removal of the vendor's name from the City's mailing list.
5. **BID SUBMISSION:** It is the Bidder's responsibility to read and understand the requirements of this Bid. Bids shall be submitted to the Procurement Services Division. All Bids must be accompanied by the Bid Security (if required) and all other required documents. The Bid Opening shall be public and bid prices will be read aloud at the City's Administrative Offices located at:

100 E. Boynton Beach Boulevard
2nd Floor (unless otherwise designated)
Boynton Beach, Florida 33435

on the date and time specified in the Invitation to Bid. All Bidders and their representatives are invited to attend. The Bid opening may be delayed, if at the sole discretion of the City, if it is considered in the City's best interest. Under no circumstances shall Bids delivered after the Bid opening specified time has begun, be considered and as such, Bids will be returned unopened. It is the Bidder's sole responsibility to assure that the Bid is delivered at the proper time and place prior to the Bid's deadline for opening. Offers by facsimile, telegram, or telephone are not acceptable. A Bid may **NOT** be altered by the Bidder after opening of the Bids.

The Bidder is requested to submit **one (1) original and two (2) copies** of the bid. **The original bid must be manually and duly signed in blue ink by a Corporate Officer, Principal, or Partner with the authority to bind the Bidding firm by his/her signature.** In the case of corrections, the Bidder must initial any erasures or alterations in ink. All Bids must be submitted in the English language. All prices, terms and conditions quoted in the submitted Bid must be expressed in U.S. Dollars, and will be fixed and firm for acceptance for ninety (90) calendar days from the date of the Bid opening unless otherwise stated by the City.

6. **BID FORM:** The Bidder shall submit a Bid on the Bid form(s) provided herein, unless otherwise specified. All Bid prices, amounts and descriptive information must be legibly entered. The Bidder must state the price and the time of delivery or completion period for which they propose to deliver the equipment or provide service requested.

The estimate of the various quantities of work or goods applicable to unit price items as shown on the Bid Form is/are stated as estimates only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contract. The City reserves the right to decrease or increase quantities or add or delete any item from the Contract if it is determined that it best serves the interests of the City.

Irregular Bids may be rejected. Irregular Bids are defined as those containing serious omissions, unauthorized alternative Bids, incomplete, or unbalanced Bids. Unbalanced Bids are those unit bid pricing that shows evidence of unbalanced bid pricing. For example: low or nominal prices may be bid for some items and high or enhanced prices may be bid for other work. Unbalanced bids may be deemed to be non-responsive, and may be both mathematically unbalanced and materially unbalanced. In addition, failure to provide all information required to accompany the Bid, Bid Form and Specifications will be considered a serious omission, which may result in the bid being rejected as non-conforming.

7. **QUANTITIES:** Quantities shown are estimates only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contract. The City reserves the right to decrease or increase quantities or add or delete an item from the contract if it is determined that it best serves the interests of the City.
8. **ADDENDA:** From time to time, the City may issue an addendum to change the intent or to clarify the meaning of the Contract Documents. The City reserves the right to amend this Bid prior to Bid

opening. Written addenda shall serve as the sole means of clarification. The City shall not be responsible for oral interpretations given by any City employee or its representative.

All addenda will be available to Bidders through the City's e-Procurement system www.demandstar.com. Therefore, it is the Bidder's responsibility to check with the Procurement Services Division and immediately secure all addenda before submitting Bids. Each Bidder shall acknowledge receipt of ALL addenda by notation on the Bid and shall adhere to all requirements specified in each addendum prior to submission of the Bid.

9. **INTERPRETATIONS:** To ensure fair consideration for all Bidders, the City prohibits communication to or with any department, officer or employee during the solicitation process except as otherwise specified.

If the Bidder should be in doubt as to the meaning of any of the Bid documents, or is of the opinion that the plans and/or specifications contain errors, contradictions or reflect omissions, Bidder shall submit a written request to the City's Procurement Services Division to be forwarded to the Procurement Services Division representative identified in this Bid document at the email address provided, no later than ten (10) days prior to the Bid opening date. Inquiries should reference the date by which the Bid is to be received.

10. **BID DEPOSIT: N/A** When required in the Bid document, a Bid deposit or Bid surety bond in the amount specified shall accompany the Bid. Bid deposits shall be in the form of cash, certified check drawn on a responsible bank doing business in the United States, and shall be made payable to the City of Boynton Beach. In lieu of a Bid deposit, a bid surety provided by a firm licensed to do business in the state of Florida shall be provided to the City. Any bid deposits will be returned to the Bidder at the time of contract award. The Bid deposit of the successful Bidder shall be returned upon receipt of acceptable Performance and/or Payment bonds.

There shall be no binding contract until such time as the City executes the contract or issues the purchase order as the final award of the contract. The Bid deposit received of other Bidders whom the City believes to have reasonable chance of receive the award may be retained by the City until the earlier of the seventh day after the effective date of the Purchase Order or Contract or ninety-first day after the Bid Opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive or responsive will be returned upon award of the Bid.

11. **BONDING: N/A** When required by the specifications herein, the successful Bidder shall furnish Performance and Payment Bonds, and/or Warranty Bond, as stated on in the Bid documents on the City's forms within ten (10) calendar days after notification of contract award. Failure to furnish the required bonds within the time specified may be cause for rejection of the Bid and any Bid deposit may be retained by the City as liquidated damages and not as a penalty. Said sum shall be a fair estimate of the amount of damages the City would sustain due to the Bidder's failure to furnish said bonds.

12. **PRICES, PAYMENTS AND DISCOUNTS:** Bid prices shall be fixed and firm to the extent required under Special Conditions. In the absence of a reference in the Special Conditions, Bid prices shall be fixed and firm for a period of ninety (90) calendar days. The same period shall apply when the contract must be approved by another agency. Payment will be made only after receipt and acceptance of materials/services. Cash discounts may be offered for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation.

Payment terms will be considered to be "Net 30" days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the City/Co-Op agency location specified. Bidders may offer cash discounts for prompt payment but they will not be considered in determination of award. Payment is deemed made on the date of the mailing of the check. All payments shall be governed by the Local Government Prompt Payment Act, F.S. Chapter 218.

13. **PUBLIC ENTITY CRIMES STATEMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a Bid for a contract to provide any goods or services to a public entity, may not submit a Bid for a contract with a public entity for construction or repair of a public building or public work, may not submit Bids 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 thirty-six (36) months.
14. **NON COLLUSION AFFIDAVIT:** Each Bidder shall complete the Non-Collusion Affidavit Form and shall submit this form with their bid/proposal. The City considers the failure of the Bidder to submit this document to be a major irregularity, and may be cause for rejection of the proposal.
15. **ANTI-KICKBACK AFFIDAVIT:** Each Bidder shall complete the Anti-Kickback Affidavit Form and shall submit this form with their bid/proposal. The City considers the failure of the Bidder to submit this document to be a major irregularity, and may be cause for rejection of the proposal.
16. **CONFIRMATION OF MINORITY-OWNED BUSINESS:** It is the desire of the City of Boynton Beach to increase the participation of minority-owned businesses in its contracting and procurement programs. While the City does not have any preference or set-aside programs in place, it is committed to a policy of equitable participation for these firms. Therefore, each Bidder shall complete the Confirmation of Minority-Owned Business Form and shall submit this form with the bid/proposal that will be utilized to determine feasibility participation.
17. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112 of the state of Florida Statutes. Bidders shall disclose the name of any officer, director, partner, proprietor, associate or agent who is also a public officer or employee of the City or any of its agencies.
18. **WITHDRAWAL OF BIDS:** Any Bidder may withdraw their Bid prior to the indicated Bid Opening time and date. The request for withdrawal must be submitted in writing to the Procurement Services Division.
19. **RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all Bids, part of Bids, and to waive minor irregularities or variations to specifications contained in Bids, and minor irregularities in the Bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible Bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose Bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference, the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance of the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the Bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected Bidder does not perform satisfactorily, to award a trial period to the next low Bidder, if that Bidder has successfully provided services to the City in the past. This procedure to continue until a Bidder is selected or the contract is re-bid at the sole option of the City.
20. **MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the Bidder to any relief from the

conditions imposed in the Contract. In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly.

21. **DELIVERY:** All items shall be delivered F.O.B. destination to a specific City address. All delivery costs and charges must be included in the Bid price. The City reserves the right to cancel orders or any part thereof, without obligation if delivery is not made at the time specified in the Bid.
22. **BACKGROUND INVESTIGATION:** As a part of the Bid evaluation process, the City may conduct a background investigation including a criminal record check of Bidder's officers and/or employees, by the City of Boynton Beach Police Department. Bidder's submission of Bid constitutes acknowledgement of and consent to such investigation. City shall be the sole judge in determining Bidder's qualifications.
23. **ELIGIBILITY:** Bids will be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to conduct a site visit of the Bidder's facilities to inspect the equipment and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The City reserves the right to reject Bids where evidence or evaluation is determined to indicate inability to perform.

The City may request documentation providing evidence acceptable to the City demonstrating the Bidder's fiscal responsibilities, prior experience, and present capability to meet all of the Bidder's obligations set forth in the Bid documents. Bidder must submit requested documentation within five (5) days from the City's written request.

24. **EXCEPTIONS:** Incorporation in a Bid submittal on exceptions to any portion(s) of the Contract documents herein may invalidate the Bid. Exceptions to the Technical and Special Conditions may be considered and shall be clearly and specifically noted in the Bidder's proposal on a separate sheet marked, "**EXCEPTIONS TO THE SPECIFICATIONS**" whereby said sheet shall be attached to the Bid. The use of Bidder's standard forms or the inclusion of manufacturer's printed documents shall not be construed as an exception to the Contract documents.
25. **TAXES:** The City of Boynton Beach is exempt from all Federal, state, and local taxes. An exemption certificate will be provided where applicable upon request.
26. **BUDGETARY CONSTRAINTS:** In the event the City is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a temporary or permanent reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The successful Bidder shall also be provided with a minimum thirty (30) day notice prior to any such reduction in budget.
27. **MANUFACTURER'S NAME AND APPROVED EQUIVALENTS:** Manufacturer's name, trade name, brand name information and/or model/catalog numbers are used in these specifications for information and establishment of a quality level desired, and are not intended to restrict competition unless otherwise specified in the Bid. The Bidder may offer any brand which meets or exceeds the specifications for any item(s). If Bids are based on equivalent products, indicate on the Bid form the manufacturer's name (Make) and model/catalog number. Bidder shall submit complete descriptive literature and/or specifications with the Bid. The burden of proof for specification compliance is solely on the Bidder. The City reserves the right to be the sole judge of what is equal and acceptable. Failure to provide this information within five (5) business days of the City's request may be grounds for Bid disqualification. If Bidder fails to name a substitute, it will be assumed that the Bidder has submitted a Bid which conforms in all aspects to the requirements of the Bid document, and that the Bidder intends to furnish goods identical to the Bid standard.
28. **SAMPLES AND DEMONSTRATIONS:** When requested, samples are to be furnished free of charge to the City. If a sample is requested, it must be delivered within ten (10) days of the request, unless otherwise stated in the Bid. Each sample must be marked with the Bidder's name and manufacturer's brand name. The City will not be responsible for returning samples. The City

may request a full demonstration of any product or service before the award of a contract. All demonstrations will be done at the expense of the Bidder.

29. **INSPECTION:** The City shall have the right to inspect any and all materials, components, equipment, supplies, services or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the City. Any items rejected shall be removed from the premises of the City and/or replaced at the entire expense of the successful Bidder.
30. **CONDITIONS OF MATERIALS:** All materials and products supplied by the Bidder in conjunction with this Bid shall be new, warranted for their merchantability, fit for a particular purpose, free from defects and consistent with industry standards. The products shall be delivered to the City in excellent condition. In the event that any of the products supplied to the City are found to be defective or do not conform to the specifications, the City reserves the right to return the product to the Bidder at no cost to the City.
31. **SAFETY STANDARDS:** The Bidder warrants that the product(s) supplied to the City conform with all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended, and shall be in compliance with the Florida Statutes, Chapter 442, as well as any industry standards, if applicable. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS). Bidder certifies that all employees, subcontractors, agents, etc. shall comply with all OSHA and state safety regulations and requirements.
32. **PERFORMANCE:** Failure on the part of the Bidder to comply with the conditions, terms, specifications and requirements of the Bid shall be cause for cancellation of the Bid award, notwithstanding any additional requirements enumerated in the Special Conditions herein relating to performance based contracting. The City may, by written notice to the Bidder, terminate the contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of non-performance.
33. **SUBCONTRACTING:** If a Bidder subcontracts any portion of the resultant contract for any reason, the Bidder must state the name and address of the subcontractor, the name of the person(s) to be contacted, type of work to be performed, dollar amount and percentage of contract amount to be shared on the "Schedule of Sub-Contracting" form located herein. The City reserves the right to reject any subcontractor who has previously failed in the proper performance of an award or failed to deliver on time contracts in a similar nature.
34. **FAMILIARITY WITH LAWS:** The Bidder is presumed to have full knowledge of and be in compliance with all Federal, state, and local laws, ordinances, rules and regulations that in any manner affect the equipment and the services provided to the City. Ignorance on the part of the Bidder will in no way relieve the Bidder of responsibility to adhere to such regulations.

In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on the proposal prior to their delivery, it shall be the responsibility of the successful bidder to notify the City at once, indicating in a letter the specific regulation which required an alteration. The City reserves the right to accept any such alternations, including any price adjustments occasioned thereby, or to cancel the Contract or no expense to the City.

35. **OTHER GOVERNMENTAL ENTITIES:** This Invitation to Bid is exclusive to the Southeast Florida Governmental Purchasing Cooperative. Therefore, if a Bidder is awarded a contract as result of this ITB, Bidder will, if Bidder has sufficient capacity or quantities available, provide to other governmental agencies within the Southeast Florida Governmental Purchasing Cooperative that are not listed within this solicitation, the products or services awarded in accordance with the terms and conditions of the resulting contract. The City of Boynton Beach, Procurement Services Representative contact stated within this document shall be advised prior to proposed additional participation. Prices shall be F.O.B. Destination to the requesting agency.

36. **INDEMNIFICATION:** The Bidder shall indemnify and hold harmless the City of Boynton Beach, its elected and appointed officials and employees from any and all claims, suits, actions, damages, liability, and expenses (including attorney's fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Bidder or his subcontractors, agents, officers, employees or independent contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City of Boynton Beach or its elected or appointed officials and employees. The City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of the successful bidder under the indemnification agreement.
37. **FUNDING OUT:** This agreement shall remain in full force and effect only as long as the expenditures provided for in the agreement have been appropriated by the City Commission for the City of Boynton Beach in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.
38. **RECORDS/AUDITS:** The successful Bidder shall maintain during the terms of the contract all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The successful Bidder agrees to make available to the City's Auditor, during normal business hours and in Miami-Dade, Broward and Palm Beach counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of three (3) years beyond the last day of the contract period.
39. **VERIFICATION OF EMPLOYMENT STATUS:** The City shall not intentionally award contracts to any contractor who knowingly employs unauthorized immigrant workers, constituting a violation of the employment provisions of the Immigration and Naturalization Act ("INA"). The successful Bidder agrees that such violation shall be grounds for the unilateral cancellation of the resultant Contract by the City.
40. **PALM BEACH COUNTY INSPECTOR GENERAL:** The successful Bidder shall be aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any contracts resulting from this solicitation, and in furtherance thereof, may demand and obtain records and testimony from the successful Bidder and its subcontractors and lower tier subcontractors. The successful Bidder understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the successful Bidder or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested, may be deemed by the City to be a material breach of this Contract justifying its termination. Each Bidder shall complete the Palm Beach County Inspector General Acknowledgement Form and shall submit this form with the bid/proposal. The City considers the failure of the Contractor to submit this document to be a major irregularity, and may be cause for rejection of the proposal.
41. **PUBLIC RECORDS:** Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

The City is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

A. Keep and maintain public records required by the CITY to perform the service;

B. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;

C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the CITY; and

D. Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession. All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

**(CITY CLERK)
100 E BOYNTON BEACH BLVD.
BOYNTON BEACH, FLORIDA, 33435
561-742-6061
PYLEJ@BBFL.US**

END OF GENERAL CONDITIONS



SPECIAL CONDITIONS

1. **PURPOSE:** The City of Boynton Beach or Lead Agency is hereby seeking bids from qualified Bidders, herein referred to as the “Contractor”, for Sod and Sod Installation for the City of Boynton Beach and participating governmental entities of the Southeast Florida Governmental Purchasing Cooperative at various locations within Miami-Dade, Broward and Palm Beach Counties, herein referred to at times as “Co-Op Agency/Entity” in accordance with the terms, conditions, and specifications contained in this Invitation to Bid.

2. **BIDDERS QUALIFICATIONS:** In order for proposals to be considered, Bidders must submit with their proposal, evidence that they are qualified to satisfactorily perform the specified work. Evidence shall include all information necessary to certify that the bidder: maintains a permanent place of business; has technical knowledge and practical experience in the work and/or type of equipment included in this scope of work; has available the organization and qualified manpower to the work and has adequate financial status to meet the financial obligations incident to the work.

Contractor must be regularly engaged in the growing and/or installation of sod material. Labor crew shall be controlled and directed by a foreman with familiarity in landscape installation, plant material and reading blueprints. Labor crews are employees of the Contractor and as such receive any insurance and/or benefits, etc. Said Labor crew must be authorized to work in the United States.

Contractor must have a local stocking facility within Broward, Palm Beach, and/or Miami-Dade County to ensure that the requirements of each participating agency (Co-Op entities) are met.

3. **INFORMATION OR CLARIFICATION:** For information concerning procedures for responding to this solicitation, contact Ilyse Triestman, Purchasing Manager, at 561-742-6322 or email at triestmani@bbfl.us. In addition, for clarification and questions concerning the technical specifications, please submit questions via email provided within ten (10) days prior to the Bid opening to allow time for answers that may be formulated as a subsequent addendum.



4. **TRANSACTION FEES:** The City of Boynton Beach utilizes Onvia DemandStar to distribute solicitations and subsequent information. There is a minimal charge of \$5.00 associated with the download of the documents.

5. **PRICES:** The prices shall include all costs and expenses for labor, equipment, materials, commissions, transportation charges and expenses, labor and handling material, with any and all other costs and expenses for performing and completing the Work, to include all pallet costs and/or deposits.

Installation Pricing: Price offered for “Sod Installation” should be for service only. Materials will be purchased at the prices established under the respective line item.

6. **PRICING ZONES:** Pricing Zone Map is located herein as Attachment “B”. Bidder shall submit pricing for each of the following zones:

North Broward: Commercial Boulevard  North to include Palm Beach County

Central Broward: Between Commercial Boulevard  and  Griffin Road

South Broward: Griffin Road  South to include Miami-Dade County

7. **DELIVERY:** Bidder shall quote a firm, fixed cost to include delivery F.O.B. to the City of Boynton Beach at locations identified in the Technical Specifications herein. Deliveries will be accepted Monday thru Friday from 8:00 A.M. to 4:00 P.M. with the exception of City observed holidays. Delivery time shall be computed in calendar days from the issuance of the purchase order, in accordance with the number of calendar days stated on the Bid Form herein.

Depending upon purchase order quantity, items must be ready for delivery within ten (10) working days after receipt of order. As previously mentioned, sod is to be F.O.B. delivered to any location within Miami-Dade, Broward and Palm Beach counties, to include the City of Boynton Beach in conjunction with the Co-op agencies service requirements.

Co-Op Agency reserves the right to require delivery/installation to be on certain days (Example: Only Monday – Thursdays) or to change the delivery times from an original arrangement. No deliveries will be accepted without receipt. Total quantity is subject to final measurements. It will be the contractor's responsibility to ensure that square footage per pallet is correct and according to Agency specifications. Agency will verify quantity upon delivery and notify contractor of any shortages.

All deliveries of sod shall be palletized and shall be unloaded with contractor's personnel and equipment. Pallets shall be placed at various points in the field to be sodden to allow for more efficient sodding operations. It is the responsibility of the driver delivering sod to have a Co-Op Agency representative sign a delivery receipt showing exact number of pallets of sod delivered. The Co-Op Agencies will not be responsible for any pallets left at the field site. It will be the responsibility of the successful Bidder(s) to pick up all pallets within twenty-four (24) hours of delivery.

8. **BID DOCUMENT:** The Contractor shall examine this Bid carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligation under the Contract.
9. **AWARD:** Award will be made to the responsive and responsible bidder(s), quoting the lowest price, for that goods and services identified, that will best serve the needs of the City of Boynton Beach. The City reserves the right to award to that Bidder who best serves the interest of the City. The City also reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and/or all Bids and to award or not award a contract based on this Bid solicitation.

The City shall award this contract to **two (2) bidders (primary, and secondary) by ITEM and/or BY GROUP**, to the lowest responsive, responsible bidder(s). Unit prices must be stated in the space provided on the Bid Schedule Form. For items in groups, it is necessary to bid on every item within the group, and all items in the group must meet specifications in order to be considered for award. In the event that any item in the group does not meet the specifications, the entire group will be disqualified.

The lowest awarded bidder in an item or group shall be considered the primary vendor and should receive the largest volume of work. It is therefore contingent upon the bidder(s) to Bid on every item within the group.

City reserves the right to reject any bidder who has previously failed in the proper performance of an award, or failed to deliver on time contracts in a similar nature, or who is not responsible (financial capability, lack of resources, etc.) to perform under this award. CITY reserves the right to inspect all facilities of any bidder in order to make a determination as to the foregoing. The City or participating Co-Op agency further reserves the right to consider a Bidder's history of not meeting established work schedules on prior bids and/or poor quality of material supplied specifically on prior bids.

The City Commission or each participating Co-Op agency reserves the right to consider a Bidder's history of deficiencies in the industry in determining a Bidder's responsibility and further reserves the right to declare the low Bidder not responsible if said deficiencies warrant such determinations.

10. **NEWS RELEASES/PUBLICITY:** News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with this project shall not be made without prior City approval.
11. **CONTRACTORS' COSTS:** The City shall not be liable for any costs incurred by Bidders in response to this solicitation.
12. **RULES AND SUBMITTAL OF BIDS:** The signer of the Bid must declare that the only person(s) company or parties interested in the proposal as principals are named therein; that the Bid is made without collusion with any other person(s), company or parties submitting a Bid; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the Bid has full authority to bind the principal Bidder.
13. **APPROVED EQUAL OR ALTERNATIVE PRODUCT PROPOSALS:** The Technical Specifications contained in this solicitation are to be used as a reference only (unless it is stated, NO SUBSTITUTIONS) and are not to be considered of a proprietary nature. These specifications represent a level of quality and features that are desired by the City of Boynton Beach/Co-Op Agencies. The City/Co-Op is receptive to any product that would be considered by qualified City/Co-Op personnel as an approved equal.

The Contractor must clearly state in their Bid pages any variances to the specifications. If proposing an approved equal or alternate product, it will be the Contractor's responsibility to provide adequate information (product literature, etc.) in their proposal to enable the City/Co-Op to ensure that the Contractor meets the required criteria. If adequate information is not submitted with the Bid, it may be rejected.

The City/Co-Op Agencies will be the sole judge in determining if the product proposed qualifies as approved equal. The City/Co-Op reserves the right to award to that Contractor which will best serve in the interest of the City/Co-Op as determined by the City/Co-Op. The City/Co-Op further reserves the right to waive minor variances to specifications and in the bidding process.

14. **CONTRACT PERIOD:** The terms of this contract shall be effective for **one (1) year effective on the date it is awarded by City Commission**. The City Commission may renew the contract, at the same terms and conditions, for three (3) one-year terms subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the City.
15. **COST ADJUSTMENTS:** If price adjustment is requested pursuant to the terms and conditions of this contract, the vendor/contractor must notify the City of Boynton Beach (Lead agency) **ninety (90) days prior to the current term's expiration date**. Said request for price adjustment must be detailed by submitting bona fide manufacturer's documents or price list reflecting changes and effective dates. Increases shall be limited to the actual cost increase to the contractor.

The City of Boynton Beach/Co-Op reserves the right to accept or reject the request for price increase within thirty (30) days after receipt of request from the contractor.

16. **COMMENCEMENT OF WORK/SHIPMENT:** No shipment of goods or commencement for work shall begin until such time as awardee(s) receives a City/Co-op purchase order. Goods or services received prior to issuance of a purchase order will be rejected.

The awardee(s) will receive individual purchase orders specifying the ship to address(es). The City/Co-Op locations may issue open (blanket) purchase orders as required. Receipt of open orders does not authorize the release or shipment of any goods or service. For all open orders, items will be ordered on an as needed basis through the use of an order form. Shipments received as a result of an open order, where an order form has not been released, will not be accepted and no cost shall be incurred by the City/Co-Op as a result.

17. **INVOICING AND PAYMENT:** Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this ITB shall minimally meet the following conditions to be considered as a valid payment request. **If progress payments are applied for, all invoicing and payment shall be stipulated under the Special Conditions section titled, Progress Payments.** Timely submission of a properly certified invoice(s) in strict accordance with the price(s) and delivery elements as stipulated in the Contract document should be submitted to:

City of Boynton Beach
Attn: Accounts Payable
P.O Box 310
Boynton Beach, Florida 33425

All invoices submitted shall consist of an original and one (1) copy as follows:

- Clearly referenced the subject Contract or Purchase Order number;
- Provide sufficient salient description to identify the goods and services for which payment is requested;
- Contain date of delivery and/or completion of phased services;
- Original or legible copy of a signed delivery receipt including both manual signature and printed name of the designated City employee or authorized agent; be clearly marked as “partial”, “complete”, or “final invoice.” The City will accept partial deliveries as long as the project is not interrupted as a result. The invoice shall contain the Bidder’s Federal Employer Identification Number.

The City’s terms of payment, unless otherwise stated in the Contract Documents are “Net 30 Days” after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any other items for payment must have been previously approved by the City and appear on the Contract or Purchase Order document to be binding on the City. Should the City return an invoice for correction, the Contractor shall re-submit a corrected invoice to the City for processing.

If subcontractors are contracted by the successful Bidder, said Bidder shall not submit an invoice without full payment being made and funds cleared to any and all subcontractors indicated on the invoice, if authorized beforehand by the City of Boynton Beach or Co-Op agencies.

Co-Op Agencies: Payments will be made in accordance with the accepted practice of the entities participating. In no case will the payment date exceed legal requirements.

18. **DISQUALIFICATION OF BIDDER:** More than one Bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. All Bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices obviously are unbalanced will be subject to review and/or rejection. The provision is not meant to prohibit submission of alternate Bids in separate sealed envelopes.
19. **ADJUSTMENTS/CHANGES/DEVIATIONS:** No adjustments, changes or deviations shall be accepted on any item unless conditions or Technical Specifications or a Bid expressly so provide. All adjustments, changes or deviations shall require prior written approval and shall be binding **ONLY** if issued through the City’s Procurement Services Division.
20. **PERFORMANCE/PAYMENT BOND:** No performance/payment bond required for this project.
21. **INSURANCE:** If the Contractor is required to go on to the City’s property to perform work of services as a result of this ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by the City (see Exhibit “A”) as specified herein.

The Contractor shall provide to the Procurement Services Division, original certificates of coverage and receive notification of approval of those certificates by the City’s Risk Management Department prior to engaging in any activities under this contract. The Contractor’s insurance is subject to the approval of the City’s Risk Manager. The certificates must list the City as an **ADDITIONAL INSURED** for General Liability Insurance and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City’s Risk Manager, if circumstances change or adequate protection of the City is not presented. Bidder, by submitting a Bid, agrees to abide to such modifications.

Contractor shall be required to supply similar insurance certificates to the Co-Op agencies as per their respective requirements before commencement of the work.

22. **SPECIFICATIONS:** The apparent silence of the Specifications as to any detail, or the apparent omission from the Specifications of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this Statement.

For the purposes of evaluation, the Bidder must indicate any variance or exceptions to the stated Specifications no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Bidder meets all the Specifications in every respect.

23. **TERMINATION DEFAULT:** In addition to all other remedies available to the City/Co-Op Agency, this Contract shall be subject to cancellation by the City/Co-Op for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

In the event that any of the provisions of the contract are violated by the successful Bidder, the City/Co-Op may serve written notice upon such Bidder of its intention to terminate the contract, and unless ten (10) days after serving such notice upon the Bidder, such violation shall cease and satisfactory arrangement for correction are made, the contract shall, upon expiration on the tenth day, cease and terminate.

The City/Co-Op Agency by written notice may terminate in whole or in part any purchase orders resulting from this invitation when such action is in the best interest of the City/Co-Op. If purchase orders are so terminated, the City/Co-Op shall be liable only for payment for services rendered prior to the effective date of termination. Services rendered will be interpreted to include cost of items already delivered plus reasonable cost of supply actions short of delivery. The City/Co-Op reserves the right to determine reasonableness submitted for said cost of supply actions.

The City/Co-Op may without cause and without prejudice to any other right of remedy, submit a written thirty (30) calendar days notice to the successful Bidder terminating the agreement between the Contractor and the City/Co-Op Agencies for convenience, whenever the City/Co-Op determines that such termination is in the best interest of the City/Co-Op. Where the agreement is terminated for the convenience of the City/Co-Op, the notice of termination to the successful Bidder must state that the contract is being terminated for the convenience of the City/Co-Op under the termination clause and the extent of termination. Upon receipt of the notice of termination for convenience, the successful Bidder shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the contract and refrain from placing further orders and subcontracts except as they may be necessary to complete any continued portions of the work.

25. **UNCONTROLLABLE CIRCUMSTANCES (“Force Majeure”):** The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay, or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:
- a) The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
 - b) The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
 - c) No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
 - d) The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement

shall be extended by a period equal to that during which either party's performance is suspended under this Section.

27. **DEMOLITION AND DEBRIS REMOVAL:** The Contractor shall be responsible to remove all their debris from the site and clean affected work areas. Contractor shall keep the premises free of debris and unusable materials resulting from the Work and as Work progresses; or upon request by the City, shall remove such debris and materials from City property. The Contractor shall leave all affected areas as they were prior to beginning work.
28. **PROPERTY DAMAGE:** If property (public or private) is damaged while Contractor is performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the Contractor in a manner acceptable to the City prior to the final acceptance of the Work. Such property shall include but not be limited to: structures, parkways, sidewalks, curbs and gutters, driveways, walls, fences, water features, footings, underground utilities, sod, shrubs, and trees.
29. **REPORTS:** Upon request by the City/Co-Op agencies, successful Bidder must be capable of providing a semi-annual and annual report on all items purchased during the contract period. Report to include sod species, unit price, quantity and grand total of all purchases.
30. **PERMITS AND FEES:** If required, the Contractor shall procure and pay for all permits and licenses, charges, signed and sealed documents and fees, and give all notices necessary and incidental to the due and lawful prosecution of the Work. The cost of all permits, fees, etc. shall be included in the Bid price, except where noted in the specifications and requirements. **City Permit Fees shall be waived, except re-inspection fees.**
31. **STANDARDS:** Factors to be considered in determining whether the standard of responsibility has been met include whether a prospective bidder has:
 - Available the appropriate financial, material, equipment, facility and personnel resources and expertise, or the ability to obtain such, necessary to indicate its capability to meet all contractual requirements;
 - **A satisfactory record of performance;**
 - **A satisfactory record of integrity;**
 - Qualified legally to Contract within the State of Florida and the City of Boynton Beach;
 - Supplied all necessary information in connection with the inquiry concerning responsibility.
32. **AWARD OF CONTRACT:** The low monetary bid will NOT in all cases be awarded the Contract or Purchase Order. Contracts or Purchase Orders will be awarded by the City to the most responsive, responsible bidder whose bid represents the most advantageous bid to the City, price and other factors considered. Evaluation of bids will be made based upon the evaluation factors and standards set forth herein. The City reserves the right to reject any and all bids and to waive technical errors as set forth herein. In the event of a Court challenge to an award by any bidder, damages, if any, resulting from an award will be limited to actual bid preparation costs incurred by the challenging bidder. In no case will the award be made until all necessary investigations have been made into the responsibility of the bidder and the City is satisfied that the most responsive, responsible bidder is qualified to do the work and has the necessary organization, capital and equipment to carry out the required work within the time specified.

END OF SPECIAL CONDITIONS



TECHNICAL SPECIFICATIONS

“SOD AND SOD INSTALLATION”

1. Scope of Work:

It is the intent of these specifications to contract with qualified vendors to provide Sod and Sod installation on an “as needed” basis to the City of Boynton Beach and participating governmental entities of the Southeast Florida Governmental Purchasing Cooperative within Miami-Dade, Broward, and Palm Beach Counties, herein referred to at times as “Co-Op Agency/Entity”.

All work under this yearly contract shall be performed as specified by the respective Co-op agencies, and City of Boynton Beach project representative(s) with the highest quality while meeting all specifications, term and conditions stated herein.

Contractors must furnish all supervision, labor, materials, supplies and equipment as necessary to properly perform work described. No guarantee is given as to the amount of sod that will be required during the entire contract period.

Contractors shall use trained and skilled employees in this trade that are directly employed with their company, must furnish all supervision, labor, equipment, material, and supplies necessary to properly perform the work required, must be licensed as required by the State of Florida and insured as required by the City of Boynton Beach and Co-Op agencies.

2. Qualifications/Required Information:

Bidders are required to submit a list of five (5) past clients that has provided services within the last three (3) years (please see Bidder’s Qualification Statement attached). In addition, Bidders shall provide copies of license(s) and/or certification(s) to perform the work specified.

Failure to provide any required information (licenses/certifications or any other required documentation) may render the Bidder’s response as non-responsive.

3. Quantities:

All quantities stated on the proposal form are approximate based on the current estimates of work to be performed and the available funding. Actual quantities may be greater or less than stated on the Bid Form. The estimated quantities are estimates for the next twelve (12) months and not for any one (1) specific project. The Co-Op reserves the right to purchase small quantities of sod (1 to 4 pallets) from other vendors when needed for smaller projects, or if not immediately available from the contracted vendor(s). If required and requested, Contractor must have the ability to deliver and install up to 50,000 square feet of sod per day.

Orders in excess of 2,000 square feet shall be delivered and unloaded by contractor at one time. Sod will be ordered on an as needed, when needed basis. All sod to be delivered and unloaded by contractor and must be on pallets which are in good condition. Pallets are to be picked up by the contractor upon notification.

BID SPECIFICATION – PRICING ZONES
ESTIMATED QUANTITIES – PER YEAR, BY ZONE, IN SQUARE FEET

NOTE: The prices stated shall include all costs and expenses for taxes, labor, equipment, materials, commissions, transportation charges and expenses, labor for handling material, together with any and all other costs and expenses for performing and completing work, to include all pallet costs and/or deposits. Quantities below are represented as square footage. **Map of Pricing Zone is attached herein as Attachment “B”.**

1. **North Broward/Palm Beach County:** From Commercial Boulevard...North including Palm Beach County and all areas east and west within both county lines.

Estimated quantities represent anticipated yearly requirements for Cities of Boynton Beach, Coconut Creek, Coral Springs, Deerfield Beach, Margate, Pompano Beach, Tamarac, Town of Palm Beach and West Palm Beach.

N. Broward – Palm Beach County

Latitude 36 Bermuda	St. Aug. Floratam	St. Aug. Palmetto	Bahia Argentine	Bermuda 419 Certified	Bermuda Celebration	Paspalum Sea Dwarf
3,000	447,025	75,000	62,600	65,000	420,200	36,000

2. **Central Broward:** Between Commercial Boulevard ←and→ Griffin Road, including all areas east and west within Broward County line.

Estimates represent anticipated yearly requirements for Town of Davie; Cities of Fort Lauderdale, Lauderdale Lakes, Lauderhill, Oakland Park, Sunrise and Wilton Manors.

Central Broward

St. Aug. Floratam	St. Aug. Palmetto	Bahia Argentine	Bahia Pensacola	Bermuda 328 Cert.	Bermuda 419 UnCert.	Bermuda 419 Certified
293,685	41,515	124,515	15	15	20	18,520

Bermuda Celebration	Bermuda Tif Dwarf	Paspalum Sea Dwarf	Ultimate Flora Zoysia	Hammock Centipede
125,015	1,015	1,015	7,015	1,015

3. **South Broward/Miami-Dade:** From Griffin Road...South, including Miami-Dade County and all areas east and west within both county lines.

Estimated quantities represent anticipated yearly requirements for Cities of Cooper City, Coral Gables, Hallandale Beach, Hollywood, Miami Beach, Miramar and North Miami Beach.

S. Broward – Miami-Dade County

St. Aug. Floratam	St. Aug. Palmetto	Bahia Argentine	Bermuda 419 Certified	Bermuda Celebration	Wildflower Sod
149,750	81,250	13,250	240,000	122,500	5,000

4. Adding or Deleting Campus/Center Locations:

The City may, during the term of the contract, add or delete service, wholly or in part at any of the listed locations. In the event that a site listed herein is deleted, the quoted cost for service being deleted shall be removed from the monthly invoice amount, if applicable. In the event that a site is added to listing herein and to the contract, the bidder shall invoice utilizing the prices quoted herein.

The following are a listing of Co-op Agencies that may require deliveries at different locations within their respective municipalities. The list of contact persons should **not be** contacted during the bidding process; only the Purchasing Representative contact listed within this Invitation to Bid shall be contacted.

<u>ENTITY</u>	<u>CONTACT</u>	<u>PHONE #</u>	<u>E-MAIL ADDRESS</u>	<u>ADDRESS</u>
City of Boynton Beach	Ilyse Triestman, Procurement Services	561-742-6322	triestmani@bbfl.us	100 E. Boynton Beach Blvd., Boynton Beach, FL 33425
City of Coconut Creek	Terry Adjodha, Public Works Lead Worker	954-956-1491	tadjodha@coconutcreek.net	4800 W. Copans Rd. Coconut Creek, FL 33063
City of Cooper City	Kerri Anne Fisher	954-434-4300 ext. 297	purchasing@coopercityfl.org	9090 SW 50 Pl., Cooper City, FL 33328
City of Coral Gables	Maritza Suarez	305-441-5745	Msuarez2@coralgables.com	2800 S 72 Ave., Miami, FL 33155
City of Coral Springs	Leo Bermudez	954-344-1101	lbermudez@coralsprings.org	9500 W. Sample Rd., Coral Springs, FL 33065
Town of Davie	Rebecca Moreau	954-797-1015	rmoreau@davie-fl.gov	6591 Orange Dr., Davie, FL 33314
City of Deerfield Beach	Paul Collette	954-480-4418	pcollette@deerfield-beach.com	401 SW 4 St., Deerfield Beach, FL 33441
City of Ft. Lauderdale	Stefan Mohammed	954-828-5351	smohammed@fortlauderdale.gov	100 N. Andrews Ave., Ft. Laud., FL 33301
City of Hallandale Beach (Parks)	Joe Tollis	954-457-3063	jtollis@cohb.org	400 S. Federal Hwy., Hallandale Bch., FL 33009
City of Hallandale Beach (Public Works)	Randy Stovall	954-457-1615	rstovall@cohb.org	630 NW 2 nd St., Hallandale Bch., FL 33009
City of Hollywood (Parks)	Jason Haynes	954-921-3404	jhaynes@hollywoodfl.org	2600 Hollywood Blvd. Hollywood, FL 33020

<u>ENTITY</u>	<u>CONTACT</u>	<u>PHONE</u> <u>#</u>	<u>E-MAIL ADDRESS</u>	<u>ADDRESS</u>
City of Lauderdale Lakes	Vincent Richmond	954-535-2819	vincentr@lauderdalelakes.org	4300 NW 36 St., Lauderdale Lakes, FL 33319
City of Lauderhill	Tamica Dennis	954-730-4224	tdennis@lauderhill-fl.gov	5581 W. Oakland Park Blvd., Lauderhill, FL 33313
City of Margate	Ben Trapani	954-658-7693	btrapani@margatefl.com	5790 Margate Blvd., Margate, FL 33063
City of Miami Beach	William Garviso	305-673-7000 ext. 6650	williamgarviso@miamibeachfl.gov	1755 Meridian Ave., 3 rd FL., Miami Beach, FL 33139
City of Miami Gardens	Latora Francis	305-622-8000 Ext. 2489	lfrancis@miamigardens-fl.gov	18605 NW 27 Ave., Miami Gardens, FL 33056
City of Miramar	Brenda Martin	954-602-3311	bamartin@miramarfl.gov	2300 Civic Center Pl., Miramar, FL 33025
City of North Miami Beach	Meghan Bennett	305-948-2946	Meghan.bennett@citynmb.com	17011 NE 19 Ave., North Miami Bch., FL 33162
City of Oakland Park	Lisa Hill	954-630-4518	lisah@oaklandparkfl.gov	3650 NE 12 Ave., Oakland Park, FL 33334
City of Pompano Beach	Anthony Orlando	954-786-4012	Anthony.orlando@copbfl.com	1190 NE 3 Ave., Pompano Bch., FL 33060
City of Sunrise	Wendy Lorenzo	954-572-2485	wlorenzo@sunrisefl.gov	10770 W. Oakland Park Blvd., Sunrise, FL 33351
City of Tamarac	Keith Glatz, for Contract	954-597-3567 (Keith); 954-597-3717 (Levertis)	Keith.glatz@tamarac.org ; levertisb@tamarac.org	7525 NW 88 Ave., Tamarac, FL 33321
Town of Palm Beach	Eugene M. Bitteker	561-227-7006	ebitteker@townofpalmbeach.com	951 Okeechobee Rd., W. Palm Bch., FL 33401
City of West Palm Beach	Josephine Grosch	561-822-2107	jgrosch@wpb.org	401 Clematis St., W. Palm Bch., FL 33401
City of Wilton Manors	David. J. Archacki	954-390-2190	darchacki@wiltonmanors.com	2020 Wilton Dr., Wilton Manors, FL 33305

5. Pick-up Option:

Depending upon purchase order quantity, items must be ready for pickup. Participating agencies reserve the right to pick up with their own vehicle any requirement under 2,000 square feet of sod, but will require delivery of any order in excess of 2,000 square feet to be delivered and unloaded by the contractor at one time.

6. Performance:

The sod material delivered under this contract must be of the highest quality and meet all Federal, State, and local laws. All sod installation work must meet the enclosed specifications and be approved by the ordering Co-Op agency. Any sod delivered and/or installed not meeting the specifications outlined in this Invitation to Bid shall be replaced at the discretion of the Co-Op agency.

If any material is damaged or destroyed through the fault of the awarded contractor, the item must be replaced within forty-eight (48) hours at the contractor's expense. The replacement sod must be the same species and size. Failure to adhere to the above requirements may result in the cancellation of the contract.

7. Quality Assurance:

All sod furnished under this ITB shall be of commercial quality grade as specified by the Southern Seed Certification Association, Inc.

Contractor's superintendent shall be well versed in Florida sod material and planting operations. All employees shall be competent and highly skilled in their particular job responsibility in order to properly perform the work. The Contractor is responsible for maintaining the quality of the material on the job throughout the duration of the contract.

Any nursery supplying sod that has represented the quality of the sod as being higher than the actual grade as determined under this section shall remove from the project all sod already delivered. Also, the nursery shall not be allowed to supply any additional sod until written evidence is submitted by the Contractor and confirmed by the Grounds Maintenance departments of the participating Co-Op agencies that all material has been inspected and approved by the State Plant Board as being of the quality as represented.

The Co-Op has the option to inspect the sod fields prior to the awarding of the Bid and any time during the contract period in order to assure that the sod quality meets the Bid specifications. Compliance with all current restrictions is regarded to movement of the sod into or within areas which are outside of quarantine boundaries for the white fringed beetle and the imported fire ant, as issued by the following agencies:

- a. U.S. Department of Agriculture, Animal and Plant Health Inspection Services
- b. Florida Department of Agriculture, Division of Plant Industry

All botanical and common names for sod have been from Hortus Third, 1976 edition. Names of varieties not included therein have been generally derived from names accepted in the landscape industry. Where the local nomenclature of the common name differs, the local nomenclature has been used.

The sod shall be nursery grown, except where specified otherwise, and shall comply with all required inspectors, grading standards, and plant regulations as set forth by the Florida Department of Agriculture.

8. Substitutions:

Substitutions of sod types shall be permitted only upon submission of documented proof that the particular type specified is not obtainable. Substitute shall be submitted for approval by the Grounds and/or Landscape Maintenance departments of the participating Co-Op agencies. The Agencies reserve the right to obtain the sod requested from another source.

9. Guarantee:

The guaranteeing sod shall be construed to mean complete and immediate replacement of sod if it is:

- a. Not in a healthy growing condition
- b. There is a question to its survival ability at the end of the Guarantee period.
- c. Sod is dead.
- d. Contains excessive weed contamination.
- e. Infestation of any pests and/or bugs (i.e. fringed beetle)

Replacement of sod shall be of the same species as that of the plant to be replaced. The guarantee shall be null and void for sod which is damaged, unhealthy, or dies as a result of Acts of God, limited to hail, freeze and winds which exceed hurricane force; providing the sod was in healthy growing condition prior to these Acts of God.

10. Transportation:

Movement of sod shall comply with all Federal, State and local laws and regulations. Sod shall be transported on vehicles of adequate size.

11. Work Schedule:

Contractor shall guarantee delivery and/or work schedule within **ten (10) calendar days after notification** of each project. If Contractor cannot make sod delivery and/or work schedule within ten (10) calendar days, the Co-Op Agency has the option to obtain sod from the secondary awarded vendor. If the secondary vendor cannot deliver or meet the work schedule with the ten (10) calendar days, then the City/Co-Op reserves the right to contact another vendor who can deliver and/or meet the work Schedule. Depending upon the circumstances, the City/Co-Op may document the deficiency in the permanent file as non-performance. Contractor shall:

- a. Deliver sod on pallets with root system protected from exposure to wind and sun.
- b. Deliver sod in quantities capable of being installed within forty-eight (48) hours of cutting. All installation of sod must be completed within twenty-four (24) hours after delivery to installation site.

12. Traffic Control and Protection:

The plans for traffic control within work sites shall be developed with safety concerns as a high priority. The plans should include protection at work site when work is in progress and when operations have been halted (such as during the night). Provisions for the protection of work crew, traffic control personnel, pedestrian and motorists shall be addressed. In all cases, the operation plan for traffic control and protection shall include provisions for the following:

- a. Advance warning
- b. Clear view of work site
- c. Roadway delineation
- d. Regulatory information
- e. Hazard warning
- f. Barriers
- g. Pedestrian safety
- h. Access
- i. Location of vehicles and equipment
- j. Night safety
- k. Personnel training
- l. Traffic control and protection devices (see Florida Department of Transportation Manual on Traffic Controls and Safe Practices for Street and Highway Construction, Maintenance, and Utility Operations.

A written plan detailing traffic control and safety protection should, if required by a Co-Op agency, be prepared by the successful Bidder. This plan will be part of the continuing contract requirements.

13. Sod Installation:

Installation shall be in accordance with the guidelines specified by the Southern Seed Certification Association, Inc. and including but not limited to the following:

- Installer must be equipped with proper tools to cut and smooth out depressions created by loaders, forklifts, etc. and must have on-site equipment to move sod pallets. Ground preparation will be the responsibility of the Agency(ies).
- All sod shall be planted within forty-eight (48) hours of cutting and shall be kept shaded and moist. Sod shall be carefully placed edge-to-edge by hand with tightly fitted joints (overlapping will not allowed).
- Sod shall be immediately pressed firmly into place by hand tamping or roller. The installation operation shall provide a true and even surface and ensure knitting without displacement to sod or deformation of the surface of the sodded areas. Areas inaccessible to roller shall be hand tamped.
- On slopes having a ratio greater than or equal to 1:3, sod shall be pegged into place with not less than two stakes per square yard.
- Installer shall clean all adjacent areas soiled during installation and remove all pallets from site.

14. Installation (Where Applicable):

The sod shall be moist and shall be placed on moist soil. Pitchforks shall not be used in handling sod, and dumping from vehicles shall **not** be permitted. The sod shall be carefully placed by hand, edge-to-edge, in rows at right angles to the slope, commencing at the base of the area to be sodden and working upward. The sod shall be immediately pressed firmly into contact with sod bed to provide a true and even surface and ensure knitting without displacement of sod or deformation of the surfaces of the sodden area. The edges of the sodden areas shall be staggered in a corresponding manner, providing the offset along the edge does not exceed six inches (6"). All vertical edging adjacent to sodden areas shall be tamped as to produce a feather edge. Should Contractor use a roller, they shall coordinate its use as necessary to avoid damage to other work in place.

On slopes having a ratio of one in three or greater, peg the installed sod into place with not less than two stakes per square yard.

Immediately after completing placement of sod, begin water operation. Water shall be applied in the amount necessary to keep the sod moistened to the full depth of the root zone for a period of not less than two (2) weeks.

After the sod has been installed, pallets and other debris created by the Contractor shall be removed from the project. Any paved areas, including curbs and sidewalks which have been strewn with soil, sod waste or fertilizer shall be thoroughly swept.

In the event that weeds or other undesirable vegetation became prevalent to such an extent that either cut or uncut they threaten to smother the grass species, they shall be removed as directed by the Grounds Maintenance Supervisor of the appropriate agency. If necessary, it shall be replaced as needed.

Installation must be in staggered joints, edge to edge, as tight as possible. All sod shall be alive, fresh, uninjured, and free of insects, pests, weeds, disease and Nematodes.

TECHNICAL SPECIFICATIONS - CONTINUED **SOD SPECIFICATIONS/DESCRIPTIONS**

NOTE: There is sod details in the specifications which are not accounted for in the estimated quantities requested herein. However, the City of Boynton Beach/Co-op may request quantities/orders for the unaccounted sod items during the course of the contract.

1. GENERAL BID SPECIFICATIONS – ALL TYPES OF SOD:

The sod shall be a uniform thickness of 1 ½” with a maximum of ½” thatch allowable. Sod shall be in either slabs or rolled strips of uniform length and width measurement no less than 12” x 24”. The Co-Op agencies have the option to order either slabs or rolled strips of sod.

All sods shall be well matted with a dense root system and of firm, tough texture having a compact top growth and heavy root development; shall be free of objectionable grassy and broad-leaf weeds. Sod shall not be accepted if it contains Bermuda grass. (Note: this sentence does not apply to Bermuda items). Sod sections shall be strong enough to support their own height and retain their size and shape when suspended vertically from a firm grasp on the upper ten percent (10%) of the section. Sod shall not be harvested or transplanted when moisture content (excessively dry or wet) may adversely affect its survival. Sod sections shall be relatively uncompressed. The solid embedded in the sod shall be clean earth, free of stones and debris.

The sod shall have been mowed at least three (3) times with a lawn mower, with final mowing not more than seven (7) days prior to the sod being cut for placement. The sod shall be provided in commercial pad sized measuring not less than twelve inches (12”) by twenty-four inches (24”) and shall be live, fresh, and uninjured at the time of placement. It shall be machine cut at a uniform sort of thickness of 5/8”, plus or minus ¼” at time of cutting. Measurement for thickness shall exclude top growth and thatch. The sod shall be live, fresh, and uninjured at the time of planting. It shall be shaded and kept moist from the time it is cut until it is planted.

This section specifies the furnishing and/or installing of sod. The following contains a specific description of the sods being requested and sod installation specifications:

- A. **ST. AUGUSTINE FLORATAM SOLID SOD:** Commercial quality grade as specified by the Southern Seed Certification Association, Inc. including but not limited to the following:
 - Sod shall be well matted with strong developed roots and be not less than two (2) years old, free of weeds and undesirable native grasses. Sod containing Bermuda grass will not be accepted.
 - Machine cut pad size: 12” x 24” x ¾” (+ ¼”) excluding top growth and thatch. Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a grasp on upper 10% of pad.
 - Sod must be viable (not dormant) and capable of vigorous growth when planted.

- B. **ST. AUGUSTINE PALMETTO:** Same specification as Floratam, but more compact and more shade tolerant. Commercial quality grade as specified by the Southern Seed Certification Association, Inc. including but not limited to the following:
 - Sod shall be well matted with strong developed roots and be not less than two (2) years old, free of weeds and undesirable native grasses. Sod containing Bermuda grass will not be accepted.
 - Machine cut pad size: 12” x 24” x ¾” (+ ¼”) excluding top growth and thatch. Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper 10% of pad.
 - Sod must be viable (not dormant) and capable of vigorous growth when planted.

- C. **BAHIA – ARGENTINE BAHIA GRASS:** Commercial quality grade as specified by the Southern Seed Certification Association, Inc. including but not limited to the following:

- Sod shall be well matted with strong developed roots and be not less than two (2) years old, free of weeds and undesirable native grasses. Sod containing Bermuda grass will not be accepted.
- Machine cut pad size: 12" x 24" x ¾" (+ ¼") excluding top growth and thatch. Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper 10% of pad.
- Sod must be viable (not dormant) and capable of vigorous growth when planted.

D. BAHIA – PENSACOLA BAHIAGRASS: Pensacola Bahiagrass is the most widely grown bahiagrass today. It has been established on several million acres of roads, lawns, pastures, forage, and conservation lands in the Southern states of USA since its discovery in 1935 by Ed Finlayson of the Escambia County Extension Service, subsequently selected for widespread use in that area.

It has an extensive root system – long, slim (narrow) leaves with a root system that grows to depths of 7-10 feet, which imparts excellent drought tolerance. It also tolerates either hot or cold temperatures as well. It produces an abundance of seedheads, which reduces its desirability for use as a lawn grass but makes it suitable for roadside plantings. It has longer and narrower leaf blades than Argentine.

With more cold-tolerance than other Bahia's, it can be grown further North toward and in the transition zone. Top growth is usually killed by "mild frost" but it recovers fast with warm weather. In colder areas, the Pensacola variety produces more early and late season forage growth than the other Bahia varieties.

It was originally used as a pasture grass on the sandy soils of the southeastern United States, and is popular low maintenance lawngrass for infertile soils that does not require high inputs of fertilizers. Although bahiagrass does not produce a high-quality, dense, dark green lawn like some other warm-season lawngrasses, it does provide a good low maintenance lawn where slightly reduced visual quality is acceptable.

It does not form excessive thatch. It may be grown from seed, which is abundant and relatively cheap, or it may be established from sod, sprigs, or plugs. It has relatively few disease problems, and mole crickets are the only primary insect problem.

- Sod shall be well matted with strong developed roots and be not less than two (2) years old, free of weeds and undesirable native grasses. Sod containing Bermuda grass will not be accepted.
- Machine cut pad size: 12" x 24" x ¾" (+ ¼") excluding top growth and thatch. Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper 10% of pad.
- Sod must be viable (not dormant) and capable of vigorous growth when planted.

E. CERTIFIED AND UNCERTIFIED BERMUDA (Tifway 419): As required, sod is to be certified by the Southern Seed Certification Association, Inc. An official labeling certificate is to accompany each shipment of sod.

- Bermuda sod shall be of premium grade and sand grown. No broadleaf weeds and no more than two percent (2%) of any other grass or weeds. Sod shall possess characteristics upper surface pubescence. Sod shall be well matted with strong developed roots and be not less than two (2) years old.
- Machine cut pad size: 12" x 24" (except for "Big Roll Bermuda sod" which shall be delivered as harvested 42" wide x 100' long rolls) x ¾" (+ ¼") excluding top growth and thatch. Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper 10% of pad.
- Sod must be viable (not dormant) and capable of vigorous growth when planted.

- F. CERTIFIED BERMUDA (Tifgreen 328): Sod is to be certified by the Southern Seed Certification Association, Inc. An official labeling certificate is to accompany each shipment of sod.
- Bermuda sod shall be premium grade and sand grown. No broadleaf weeds and no more than two percent (2%) of any other grass or weeds. Sod shall possess characteristic upper surface pubescence. Sod shall be well matted with strong developed roots and be not less than two (2) years old.
 - Machine cut pad size: 12" x 24" (except for "Big Roll Bermuda sod" which shall be delivered as harvested 42" wide x 100' long rolls) x ¾" (+ ¼") excluding top growth and thatch. Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper 10% of pad.
 - Sod must be viable (not dormant) and capable of vigorous growth when planted.
- G. BERMUDA CELEBRATION: A selected mutation of *Cynodon dactylon*, a hybrid cultivar of Bermuda, chosen specifically for its dark blue-green color, low growing habit, adaptability to light-moderate shade, excellent drought tolerance and ability to reduce production costs while demonstrating desirable growth characteristics. Commercial quality grade as specified by the Southern Seed Certification Association Inc. including but not limited to the following:
- Bermuda sod shall be premium grade and sand grown. No broadleaf weeds and no more than two percent (2%) of any other grass or weeds. Sod shall possess characteristic upper surface pubescence. Sod shall be well matted with strong developed roots and be not less than two (2) years old.
 - Machine cut pad size: 12" x 24" (except for "Bid Roll Bermuda sod" which shall be delivered as harvested 42" wide x 100' long rolls) x ¾" (+ ¼") excluding top growth and thatch. Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper 10% of pad.
 - Sod must be viable (not dormant) and capable of vigorous growth when planted.
- H. BERMUDA TIF DWARF: Wide adaptation throughout the warm-humid and warm semi-arid climates of the southern United States. Fine texture and relatively high shoot density. Good low temperature hardiness. Minimal seed head formation. Commercial quality grade as specified by the Southern Seed Certification Association, Inc. including but not limited to the following:
- Sod shall be well matted with strong developed roots and be not less than two (2) years old, free of weeds and undesirable native grasses.
 - Machine cut pad size: 12" x 24" x ¾" (+ ¼") excluding top growth and thatch. Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper 10% of pad.
 - Sod must be viable (not dormant) and capable of vigorous growth when planted.
- I. PASPALUM SEA DWARF: SeaDwarf™ Seashore Paspalum is the only dwarf of Seashore Paspalum. It is a warm-season turfgrass with a fine texture. SeaDwarf has a green color and tolerates a wide range of mowing heights, about 1/8" to about 1". It can be irrigated with low quality water. Potable, effluent, reclaimed, even seawater under the right conditions can be used as an irrigation source. Commercial quality grade as specified by the Southern Seed Certification Association, Inc. including but not limited to the following:
- Sod shall be well matted with strong developed roots and be not less than two (2) years old, free of weeds and undesirable native grasses. Sod containing Bermuda grass will not be accepted.
 - Machine cut pad size: 12" x 24" x ¾" (+ ¼") excluding top growth and thatch. Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper 10% of pad.
 - Sod must be viable (not dormant) and capable of vigorous growth when planted.
- J. SEASLE SUPREME SEASHORE PASPALUM – CERTIFIED: Seasle Supreme is a new and improved semi-dwarf seashore paspalum cultivar developed at the University of

Georgia for tees, greens, fairways and roughs. Like predecessors Sealsle 1 and Sealsle 2000, Sealsle Supreme requires less nitrogen, fertilization and less water than many other warm season cultivars. More importantly, Supreme has a higher inherent salinity tolerance level than the other paspalums available today. It is a grass that thrives on salt water. In fact, it can tolerate extremely poor alternate water sources including sea water-fresh water blends with proper management practices. It also grows quite well when watered from recycled or effluent sources.

- Sod shall be well matted with strong developed roots and be not less than two (2) years old, free of weeds and undesirable native grasses. Sod containing Bermuda grass will not be accepted.
- Machine cut pad size: 12" x 24" x ¾" (+ ¼") excluding top growth and thatch. Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper 10% of pad.
- Sod must be viable (not dormant) and capable of vigorous growth when planted.

Sealsle Supreme is being hailed as the ideal wall-to-wall turfgrass solution for golf courses around the world, with the following characteristics:

- Excellent Salt Tolerance – Can be irrigated with brackish water with proper management.
- Tolerates gray water and effluent.
- Handles wide range of soil pH levels: 4.0-9.8
- High tolerance to salt spray, water logging and periodic inundations.
- Low fertilization requirements
- Minimal pesticide requirements
- Good rooting in sandy, clay or muck-type soils.
- Darker green color than Bermuda grass.
- Can be overseeded with Bentgrass-Ryegrass-Alkaligrass Blends.
- Excellent low light intensity tolerance (cloudy, foggy, smoggy) conditions.
- Root growth and functionality still maintained in 40-55 ¼ soil temperature range.
- Low tree shade tolerance (similar to Bermuda).

K. ULTIMATE FLORA® ZOYSIA: Ultimate Flora® Zoysia, a variety of Zoysia japonica, was developed in Florida by researchers at the University of Florida. This grass is a patented product of the University of Florida Turf Program. It was selected and bred for darker leaf color, fewer seed heads, a more refined leaf structure and, depending on location, faster growth rate than the long-standing Meyer zoysia grass. Ultimate Flora® Zoysia is well suited for use in parks and common areas in warm-season climates. Growers of Ultimate Flora® Zoysia shall be licensed by Environmental Turf, Inc.

- Sod pieces shall be 16" x 24" x ½" excluding top growth and thatch. Must be free of weeds or other grasses. Sod shall be well matted with strong developed roots and be not less than six (6) months old.
- Each pallet shall contain a minimum of 400 square feet and be cut within twenty-four (24) hours prior to delivery.
- Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper 10% of pad.
- Sod must be viable (not dormant) and capable of vigorous growth when planted.
- Sod containing Bermuda grass will not be accepted.

L. HAMMOCK® CENTIPEDE: Hammock® Centipede is a patented product of the University of Florida Turf Program. It is more heat tolerant than other Centipede cultivars. It was bred in South Florida and developed for use as a lawn that can stand up to the summer heat. Low-maintenance features make it highly attractive. Once established, it will need to be mowed less than six (6) times per year. It is suitable for roadways, medians and public common area lawns. Probably not suitable for high-traffic areas. Finer texture than St. Augustine grasses. Darker green color than many existing varieties of Centipede. Growers of Hammock Centipede shall be licensed by Environmental Turf, Inc.

- Sod pieces shall be 16" x 24" x 1/4" excluding top growth and thatch. Must be free of weeds and other grasses. Sod shall be well matted with strong developed roots and be not less than six (6) months old.
- Each pallet shall contain a minimum of 400 square feet and be cut within twenty-four (24) hours prior to delivery.
- Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper 10% of pad.
- Sod must be viable (not dormant) and capable of vigorous growth when planted.
- Sod containing Bermuda grass will not be accepted.

- M. WILDFLOWER SOD: Wildflower sod is a lush mat of wildflower plants with these flowers in sod form. The sod is easily laid in place and is a popular alternative to a manicured garden, as they are low maintenance requiring little water and reduce mowing frequency once established. Unlike popular belief, wildflowers are difficult to germinate from seed (most have a germination rate of 50% to 70%). Wildflower sod is the perfect answer because over ¾ of the seeds are already germinated and grown approximately 3-6 inches.
- Wildflower sod shall be furnished in using the same machine cut pad size: 12" x 24" x 3/4" (+ 1/4").
 - The sod pads shall be composed of densely packed, at least 75mm tall – approx. 3 inches – perennial wildflower plants with well developed root systems.
 - Plants shall be mature enough to bloom within six (6) to eight (8) weeks after planting.
 - The Wildflower sod shall contain a minimum of 4-5 varieties of hardy, native, perennial plants, and all must contain plants compatible with both Zone 10 and Zone 11.
 - Sod shall contain a mix of native wildflowers within a sod form to include but not limited to:
 - Coreopsis Verticillata
 - Coreopsis Grandiflora
 - Coreopsis Tinctoria
 - Gaillardia Pulchella
 - Dune Sunflower
 - Coneflower

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***THE DOCUMENTS
BEHIND THIS PAGE
CONTAINS ATTACHMENTS
REFERENCED WITHIN THE DOCUMENT***



ATTACHMENT "A"
City of Boynton Beach
Risk Management Department
INSURANCE ADVISORY FORM

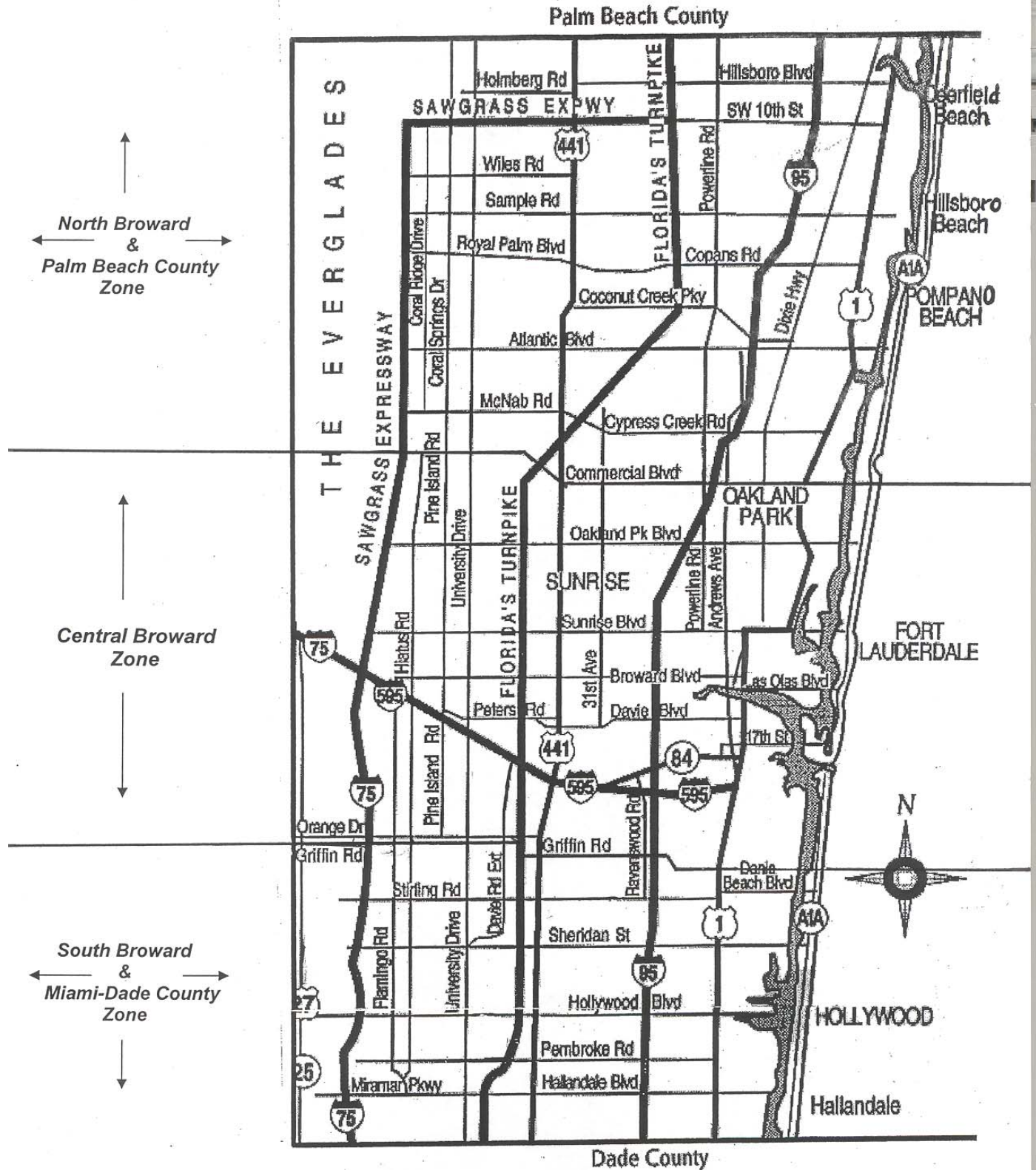
Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. (NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.) The following is a list of types of insurance required of contractors, lessees, etc., and the limits required by the City: (NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.)

<u>TYPE</u> (Occurrence Based Only)	<u>MINIMUM LIMITS REQUIRED</u>	
General Liability	General Aggregate	\$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	\$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	\$ 1,000,000.00
Liquor Liability	Each Occurrence	\$ 1,000,000.00
Professional Liability	Fire Damage (any one fire)\$	50,000.00
Employees & Officers	Med. Expense (any one person)	\$ 5,000.00
Pollution Liability		
Asbestos Abatement		
Lead Abatement		
Broad Form Vendors		
Premises Operations		
Underground Explosion & Collapse		
Products Completed Operations		
Contractual		
Independent Contractors		
Broad Form Property Damage		
Fire Legal Liability		
Automobile Liability	Combined Single Limit	\$ 300,000.00
Any Auto	Bodily Injury (per person)	to be determined
All Owned Autos	Bodily Injury (per accident)	to be determined
Scheduled Autos	Property Damage	to be determined
Hired Autos	Trailer Interchange	\$ 50,000.00
Non-Owned Autos		
PIP Basic		
Intermodal		
Garage Liability	Auto Only, Each Accident	\$ 1,000,000.00
Any Auto	Other Than Auto Only	\$ 100,000.00
Garage Keepers Liability	Each Accident	\$ 1,000,000.00
	Aggregate	\$ 1,000,000.00
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation		Statutory Limits
Employer's Liability	Each Accident	\$ 100,000.00
	Disease, Policy Limit	\$ 500,000.00
	Disease Each Employee	\$ 100,000.00
Property		
Homeowners Revocable Permit		\$ 300,000.00
Builder's Risk		Limits based on Project Cost
Other - As Risk Identified		to be determined

INSURANCEADVISORYFORM05

ATTACHMENT "B"

PRICING ZONES



The City of Boynton Beach



Finance/Procurement Services
100 E. Boynton Beach Boulevard
P. O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310
FAX: (561) 742-6316

ADDENDUM No. 1

DATE: July 26, 2018
BID No. 033-2730-18/IT – SOD AND SOD INSTALLATION

Information included in this addendum will have a material impact on the submittal for this solicitation. In case of a conflict between the original solicitation and this Addendum, this **Addendum No. 1** shall govern. Words in ~~strike through~~ type are deletions from existing text. Words in **bold, underlined** type are additions to existing text.

1. The Bid due date remains unchanged and is **August 3, 2018, no later than 2:30 P.M.**
Location remains the same.
2. As a point of clarification: As it relates to Ultimate Flora Zoysia sod, Bid Item No. 83, Empire Zoysia or comparable brands of similar Zoysia sod meeting the specifications are acceptable substitutions. Indicate in a comment on the bid sheet what brand you are offering. Please do not alter the bid sheet in any other way. Do not strike-thru any reference; simply include a comment/note at the bottom of the price sheet. Further, include a brochure or specifications on the Zoysia sod you are offering.

If you have any further questions or require additional clarification, please e-mail Ilyse Triestman, Purchasing Manager, triestmani@bbfl.us or phone (561) 742-6322.

Sincerely,

A handwritten signature in black ink that reads "Tim W. Howard".

Tim W. Howard
Assistant City Manager - Administration

The City of Boynton Beach



Finance/Procurement Services
100 E. Boynton Beach Boulevard
P. O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310
FAX: (561) 742-6316

ADDENDUM No. 2

DATE: July 27, 2018
BID No. 033-2730-18/IT – SOD AND SOD INSTALLATION

Information included in this addendum will have a material impact on the submittal for this solicitation. In case of a conflict between the original solicitation and this Addendum, this **Addendum No. 2** shall govern. Words in ~~strike through~~ type are deletions from existing text. Words in **bold, underlined** type are additions to existing text.

1. The Bid due date remains unchanged and is **August 3, 2018, no later than 2:30 P.M.**
Location remains the same.
2. As a point of clarification: As it relates to the Zoysia sod that was revised per Addendum 1, the addendum only referenced Bid Item No. 83; however, it was the intent of the addendum that this revision would apply to all bid items for Zoysia, including Bid Items 57 – 61.

If you have any further questions or require additional clarification, please e-mail Ilyse Triestman, Purchasing Manager, triestmani@bbfl.us or phone (561) 742-6322.

Sincerely,

A handwritten signature in black ink that reads "Tim W. Howard".

Tim W. Howard
Assistant City Manager - Administration

BID NO.: 066-2730-16/JMA
SOD AND SOD INSTALLATION GROUPS 1 - 14 SOUTH

	MULLINGS ENGINEERING SERVICES, INC.		ODUM'S SOD, INC.		SUNSET SOD INC.	
GROUP 1	ST. AUGUSTINE "FLORATAM" SOUTH		ST. AUGUSTINE "FLORATAM" SOUTH		ST. AUGUSTINE "FLORATAM" SOUTH	
1.0	Under 2,000 SF, picked up by agency	\$0.400		\$0.36		\$0.450
2.0	Under 2,000 SF, delivered & unloaded	\$0.490		\$0.46		\$0.497
3.0	2,000 SF or more - but less than truckload, delivered& unloaded	\$0.490		\$0.46		\$0.487
4.0	Sod Installation - for sod provided by others	\$0.01		NO BID		\$0.010
5.0	Sod Installation only - at time of delivery	\$0.10		\$0.24		\$0.180
	GROUP 1 - TOTAL:	\$1.490		\$1.520		\$1.624
GROUP 2	ST. AUGUSTINE "PALMETTO" SOUTH		ST. AUGUSTINE "PALMETTO" SOUTH		ST. AUGUSTINE "PALMETTO" SOUTH	
6.0	Under 2,000 SF, picked up by agency	\$0.41		\$0.38		\$0.450
7.0	Under 2,000 SF, delivered & unloaded	\$0.50		\$0.48		\$0.507
8.0	2,000 SF or more - but less than truckload, delivered& unloaded	\$0.50		\$0.48		\$0.507
9.0	Sod Installation - for sod provided by others	\$0.01		NO BID		\$0.010
10.0	Sod Installation only - at time of delivery	\$0.10		\$0.24		\$0.180
	GROUP 2 - TOTAL:	\$1.520		\$1.580		\$1.654
GROUP 3	BAHIA "ARGENTINE" SOUTH		BAHIA "ARGENTINE" SOUTH		BAHIA "ARGENTINE" SOUTH	
11.0	Under 2,000 SF, picked up by agency	\$0.12		\$0.21		\$0.260
12.0	Under 2,000 SF, delivered & unloaded	\$0.20		\$0.28		\$0.399
13.0	2,000 SF or more - but less than truckload, delivered& unloaded	\$0.20		\$0.28		\$0.385
14.0	Sod Installation - for sod provided by others	\$0.01		NO BID		\$0.010
15.0	Sod Installation only - at time of delivery	\$0.08		\$0.24		\$0.180
	GROUP 3 - TOTAL:	\$0.610		\$1.01		\$1.234
GROUP 4	BAHIA "PENSACOLA" SOUTH		BAHIA "PENSACOLA" SOUTH		BAHIA "PENSACOLA" SOUTH	
16.0	Under 2,000 SF, picked up by agency	\$0.12		NO BID		\$0.260
17.0	Under 2,000 SF, delivered & unloaded	\$0.20		NO BID		\$0.399
18.0	2,000 SF or more - but less than truckload, delivered& unloaded	\$0.20		NO BID		\$0.385
19.0	Sod Installation - for sod provided by others	\$0.01		NO BID		\$0.010
20.0	Sod Installation only - at time of delivery	\$0.08		NO BID		\$0.180
	GROUP 4 - TOTAL:	\$0.610		NO BID		\$1.234

BID NO.: 066-2730-16/JMA
SOD AND SOD INSTALLATION GROUPS 1 - 14 SOUTH

	MULLINGS ENGINEERING SERVICES, INC.		ODUM'S SOD, INC.	SUNSET SOD INC.
GROUP 5	BERMUDA TIFWAY 419 "CERTIFIED" SOUTH		BERMUDA TIFWAY 419 "CERTIFIED" SOUTH	BERMUDA TIFWAY 419 "CERTIFIED" SOUTH
21.0	Under 2,000 SF, picked up by agency	\$0.29	NO BID	\$0.475
22.0	Under 2,000 SF, delivered & unloaded	\$0.38	NO BID	\$0.595
23.0	2,000 SF or more - but less than truckload, delivered& unloaded	\$0.38	NO BID	\$0.585
24.0	Sod Installation - for sod provided by others	\$0.01	NO BID	\$0.010
25.0	Sod Installation only - at time of delivery	\$0.10	NO BID	\$0.200
26.0	42" Wide Rolls, delivered, unloaded, installed (NOTE: Estimate quantity 20,000 SF/Year)	\$0.48	NO BID	\$0.720
	GROUP 5 - TOTAL:	\$1.640	\$0.000	\$2.585
GROUP 6	BERMUDA TIFWAY 419 "UNCERTIFIED" SOUTH		BERMUDA TIFWAY 419 "UNCERTIFIED" SOUTH	BERMUDA TIFWAY 419 "UNCERTIFIED" SOUTH
27.0	Under 2,000 SF, picked up by agency	\$0.29	NO BID	\$0.469
28.0	Under 2,000 SF, delivered & unloaded	\$0.38	NO BID	\$0.585
29.0	2,000 SF or more - but less than truckload, delivered& unloaded	\$0.38	NO BID	\$0.575
30.0	Sod Installation - for sod provided by others	\$0.01	NO BID	\$0.010
31.0	Sod Installation only - at time of delivery	\$0.10	NO BID	\$0.200
	GROUP 6 - TOTAL:	\$1.160	\$0.000	\$1.839
GROUP 7	BERMUDA TIFGREEN 328 SOUTH		BERMUDA TIFGREEN 328 SOUTH	BERMUDA TIFGREEN 328 SOUTH
32.0	Under 2,000 SF, picked up by agency	NO BID	NO BID	\$1.250
33.0	Under 2,000 SF, delivered & unloaded	NO BID	NO BID	\$1.300
34.0	2,000 SF or more - but less than truckload, delivered& unloaded	NO BID	NO BID	\$1.300
35.0	Sod Installation - for sod provided by others	NO BID	NO BID	\$0.010
36.0	Sod Installation only - at time of delivery	NO BID	NO BID	\$0.180
	GROUP 7 - TOTAL:	NO BID	NO BID	\$4.040

BID NO.: 066-2730-16/JMA
SOD AND SOD INSTALLATION GROUPS 1 - 14 SOUTH

	MULLINGS ENGINEERING SERVICES, INC.		ODUM'S SOD, INC.		SUNSET SOD INC.	
GROUP 8	BERMUDA CELEBRATION SOUTH		BERMUDA CELEBRATION SOUTH		BERMUDA CELEBRATION SOUTH	
37.0	Under 2,000 SF, picked up by agency	\$0.29		\$0.33		\$0.460
38.0	Under 2,000 SF, delivered & unloaded	\$0.38		\$0.39		\$0.585
39.0	2,000 SF or more - but less than truckload, delivered& unloaded	\$0.38		\$0.39		\$0.575
40.0	Sod Installation - for sod provided by others	\$0.01		NO BID		\$0.010
41.0	Sod Installation only - at time of delivery	\$0.10		\$0.24		\$0.180
	GROUP 8 - TOTAL:	\$1.160		\$1.350		\$1.810
GROUP 9	BERMUDA TIF DWARF SOUTH		BERMUDA TIF DWARF SOUTH		BERMUDA TIF DWARF SOUTH	
42.0	Under 2,000 SF, picked up by agency	\$2.00		NO BID		\$1.850
43.0	Under 2,000 SF, delivered & unloaded	\$2.00		NO BID		\$1.950
44.0	2,000 SF or more - but less than truckload, delivered& unloaded	\$2.00		NO BID		\$1.950
45.0	Sod Installation - for sod provided by others	\$1.00		NO BID		\$0.010
46.0	Sod Installation only - at time of delivery	\$1.00		NO BID		\$0.180
	GROUP 9 - TOTAL:	\$8.000		NO BID		\$5.940
GROUP 10	PASPALUM SEA DWARF SOUTH		PASPALUM SEA DWARF SOUTH		PASPALUM SEA DWARF SOUTH	
47.0	Under 2,000 SF, picked up by agency	\$2.00		NO BID		\$1.750
48.0	Under 2,000 SF, delivered & unloaded	\$2.00		NO BID		\$1.840
49.0	2,000 SF or more - but less than truckload, delivered& unloaded	\$2.00		NO BID		\$1.800
50.0	Sod Installation - for sod provided by others	\$1.00		NO BID		\$0.010
51.0	Sod Installation only - at time of delivery	\$1.00		NO BID		\$0.180
	GROUP 10 - TOTAL:	\$8.00		NO BID		\$5.580
GROUP 11	SEALSLE SUPREME PASPALUM CERTIFIED SOUTH		SEALSLE SUPREME PASPALUM CERTIFIED SOUTH		SEALSLE SUPREME PASPALUM CERTIFIED SOUTH	
52.0	Under 2,000 SF, picked up by agency	\$2.00		NO BID		\$1.750
53.0	Under 2,000 SF, delivered & unloaded	\$2.00		NO BID		\$1.850
54.0	2,000 SF or more - but less than truckload, delivered& unloaded	\$2.00		NO BID		\$1.800
55.0	Sod Installation - for sod provided by others	\$1.00		NO BID		\$0.010
56.0	Sod Installation only - at time of delivery	\$1.00		NO BID		\$0.200
	GROUP 11 - TOTAL:	\$8.000		NO BID		\$5.610

BID NO.: 066-2730-16/JMA
SOD AND SOD INSTALLATION GROUPS 1 - 14 SOUTH

	MULLINGS ENGINEERING SERVICES, INC.		ODUM'S SOD, INC.		SUNSET SOD INC.	
GROUP 12	ULTIMATE FLORA® ZOYSIA SOUTH		ULTIMATE FLORA® ZOYSIA SOUTH		ULTIMATE FLORA® ZOYSIA SOUTH	
57.0	Under 2,000 SF, picked up by agency	\$1.00		NO BID		\$0.750
58.0	Under 2,000 SF, delivered & unloaded	\$1.00		NO BID		\$0.870
59.0	2,000 SF or more - but less than truckload, delivered& unloaded	\$1.00		NO BID		\$0.860
60.0	Sod Installation - for sod provided by others	\$0.10		NO BID		\$0.010
61.0	Sod Installation only - at time of delivery	\$0.10		NO BID		\$0.200
	GROUP 12 - TOTAL:	\$3.200		NO BID		\$2.690
GROUP 13	HAMMOCK® CENTIPEDE SOUTH		HAMMOCK® CENTIPEDE SOUTH		HAMMOCK® CENTIPEDE SOUTH	
62.0	Under 2,000 SF, picked up by agency	NO BID		NO BID		\$1.250
63.0	Under 2,000 SF, delivered & unloaded	NO BID		NO BID		\$1.340
64.0	2,000 SF or more - but less than truckload, delivered& unloaded	NO BID		NO BID		\$1.300
65.0	Sod Installation - for sod provided by others	NO BID		NO BID		\$0.010
66.0	Sod Installation only - at time of delivery	NO BID		NO BID		\$0.200
	GROUP 13 - TOTAL:	NO BID		NO BID		\$4.100
GROUP 14	WILDFLOWER SOD SOUTH		WILDFLOWER SOD SOUTH		WILDFLOWER SOD SOUTH	
67.0	Under 2,000 SF, picked up by agency	NO BID		NO BID		NO BID
68.0	Under 2,000 SF, delivered & unloaded	NO BID		NO BID		NO BID
69.0	2,000 SF or more - but less than truckload, delivered& unloaded	NO BID		NO BID		NO BID
70.0	Sod Installation - for sod provided by others	NO BID		NO BID		\$0.01
71.0	Sod Installation only - at time of delivery	NO BID		NO BID		\$0.20
	GROUP 14 - TOTAL:	NO BID		NO BID		\$0.21
LEGEND:	PRIMARY					
	SECONDARY					
			Odum's did not bid on all items per group as required to be considered for award of those			



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Edward Pidermann, Town Manager
Subject: Neighborhood Matching Grant Program Application
Date: 2/5/2019

Recommendation:

It is recommended that the Town Council approve the Villas of Miami Lakes Condominium Association application for the Town's Neighborhood Matching Grant Program in the amount of \$5,000 for a beautification project.

Background:

Villas of Miami Lakes Condominium Association applied for the Neighborhood Matching Grant Program. Project includes the beautification of the seven buildings, common areas and sprinkler's system. The Association spent \$48,325 for the project and the Association is requesting a total of \$5,000.00 for the beautification project.

The Neighborhood Improvement Committee approved the application at their January 2019 meeting.

This Resolution authorizes the transfer of \$5,000 from the Reserve for Parks Improvement line item to the NIC Beautification Matching Grant Program line item within the Capital Projects Fund – Parks Improvement.

ATTACHMENTS:

Description

Resolution

NMG Application

Villas of Miami Lakes Landscaping

RESOLUTION NO. 19-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA APPROVING AN AWARD OF FUNDS TO THE MIAMI LAKES VILLAS OF MIAMI LAKES CONDOMINIUM ASSOCIATION THROUGH THE TOWN'S NEIGHBORHOOD MATCHING GRANT PROGRAM; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Miami Lakes, Florida ("the Town") established the Miami Lakes Neighborhood Matching Grants Program ("the Program") via Resolution No. 04-234, as amended from time to time; and

WHEREAS, the Villas of Miami Lakes Condominium Association has applied for a grant under the Program, requesting a total of \$5,000.00 for a neighborhood beautification project ("Application"); and

WHEREAS, the Town's Neighborhood Improvement Committee ("Committee") considered the Application at its January 2019 meeting and recommended an award of the Program's funds in the amount of \$5,000.00 Villas of Miami Lakes Condominium Association; and

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

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

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 Award. The Town Council hereby approves the Villas of Miami Lakes Condominium Association application for an award of a Miami Lakes Neighborhood Matching Grant in the amount of \$5,000.00.

Section 3. Authorization of Fund Expenditure. The Town Manager is authorized to expend budgeted funds in the amount of \$5,000.00 to the Villas of Miami Lakes Condominium Association to implement the terms and conditions of this resolution.

Section 4. Effective Date. This Resolution shall be effective 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

PART I: Applicant Project Information

Name of Applicant: Ray Gonzalez-Ferrer Signature: [Signature]

Name of Project Coordinator: Villas of Miami Lakes
(Project coordinator who can answer questions prior to proposal review and receives all correspondence related to project.)

Address: 7460 Miami Lakes Drive, Miami Lakes Fl.

Daytime Phone: _____ Evening Phone: _____

Email address: roonzalez@npmassociation.com

Project Name: Villas of Miami Lake Beautification process.

Brief Project Description: Beautification process of the seven (7) buildings.

Specific address of this project: Buildings A-7490 - B-7480 - C-7450 - D-7400
(Please submit map.) E-7430 F-7440 G-7480.

How many people are in support of project? _____

Total Town Neighborhood Matching Grant request: \$ 48,325.00

Total value of the neighborhood's contribution (match) \$ 48,325.00

Photographs attached?
 Yes will follow later.
 No

Town Office Use Only
Reviewed by: _____
Date: _____

Date submitted: 12/04/2018

PART II: Questions

1. Project Purpose

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

The end result is the beautification of a community that was neglected in past administrations.

2. Work Plan

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

Activity	Completion Date
Beautification process and clean out of Building A	Completion 4-12-2018.
Beautification and clean out of Building C	Completion 5-10-2018.
Clean out and beautification of Buildings B-D-E-F-G	→ Building B - 5-10-2018. D - 11-14-2018 - E - 8/16/2018. G - 7-11-2018 F - 11-16-2018.

3. Neighborhood Improvement Project

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

The owner is: Villas of Mission Lakes Condominium Association.

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

n/a.

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

By weekly maintenance is already being provided by Yimms Landscaping and sprinkler's system is updated and working to 100%. Community also has maintenance personnel premises seven (7) days a week. -
Growing Beautifully

2040 West 76 Street
Hialeah, FL 33016



Ph. 305.819.2361
Fax. 305.825.0608
npm@npmassociation.com
www.npmassociation.com

Villas of Miami Lakes of Condominium Association

Re: Budget and Annual Meeting

(Handwritten initials/signature)

Place: Pool area

Day: Thursday November 28th, 2018.

Time: 7:00 PM.

Attendance List

Name of Owners	Unit # (address)	Signature
John F. Byrne	G-107	<i>J Byrne</i>
John & Ana Sotero	F 112	<i>[Signature]</i>
HERNAN AUBERT	A-205 G-306	<i>[Signature]</i>
OMALDA BOMBUST	G 205	<i>[Signature]</i>
ALICIA CABAL	E 305	<i>[Signature]</i>
HILDA KARPENKOPF	F-103	<i>[Signature]</i>
Frida Green	F-212	<i>[Signature]</i>
MARGARITA FONTANEZ	D-102	<i>[Signature]</i>
Mavia J. Mora	E-312	<i>[Signature]</i>
Markellis H. Morales	A-100	<i>[Signature]</i>
Oliver E. Valencia	C-107	<i>[Signature]</i>
CARIDAD SUAREZ (GAN)	E110	<i>[Signature]</i>
Isabel Coto	F 309	<i>[Signature]</i>
RAMIRO GARCIA	F 111	<i>[Signature]</i>
Ruth Briceño de Valiente	E 208	<i>[Signature]</i>
John	B-102	<i>[Signature]</i>
NESTOR RODRIGUEZ	A-203	<i>[Signature]</i>
NESTOR RODRIGUEZ	D-104	<i>[Signature]</i>
LIDIA GOMEZ	D-305	<i>[Signature]</i>

PART III: Project Budget

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

A. Description of Item	B. Quantity	C. Source of Cost	D. Total
Beautification ^{down} pay		Down payment.	2,750.
Building B		cleaning	1,150
Building C		Phase II of Beautification	900.
Grass pallets.	9 @ \$350	Exterior beautification	3,120.
Coconuts	30 @ \$8.	Guines Landscaping.	240
List	1 week.	Miami Tools.	1,560.
Trees/adoli	22 @	Guines Landscaping.	3,190.
/na	\$145	Total Proposed Expenses:	


E. Neighborhood's Contribution	D. Total
<ul style="list-style-type: none"> • In-kind = Volunteer Labor/Professional Services • In-kind \$ cannot exceed 20% of total contribution • Volunteer labor valued at \$8/hour 	
In-Kind:	
Cash Contribution: (name/address of contributor and contribution amount)	
n/a	
Total Proposed Contribution:	

Villas of Miami Lakes

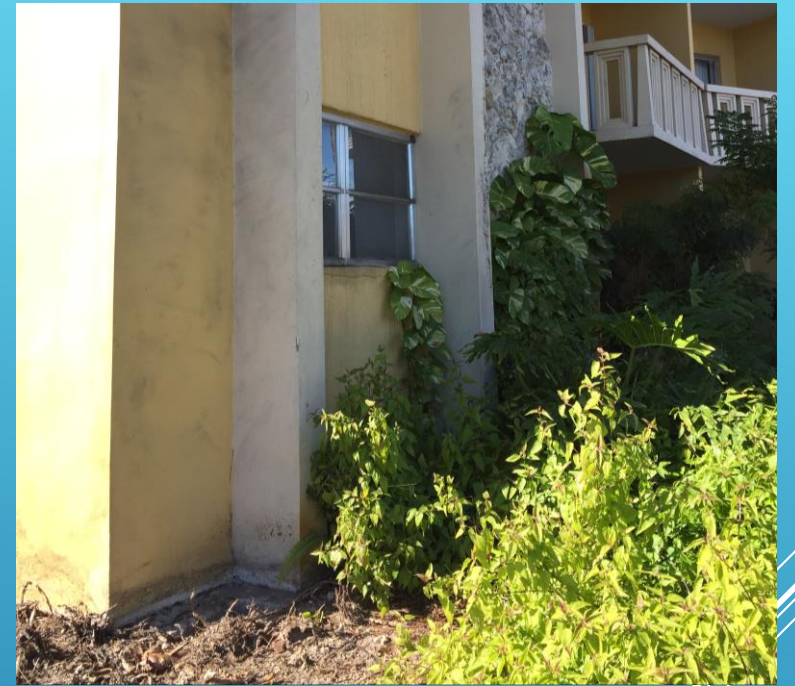
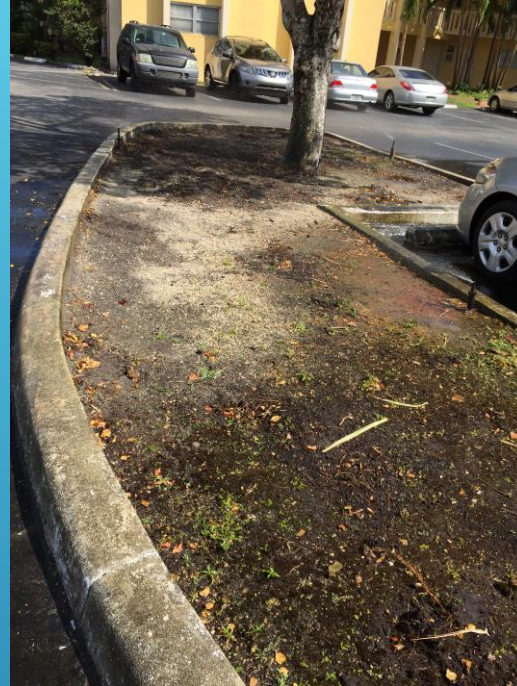
Condominio



La presente exposición tiene como objetivo mostrar los trabajos de jardinería, que se realizaron, en las áreas verdes del condominio Villas of Miami Lakes.



ESTADO EN QUE SE ENCONTRABAN LAS ÁREAS VERDES



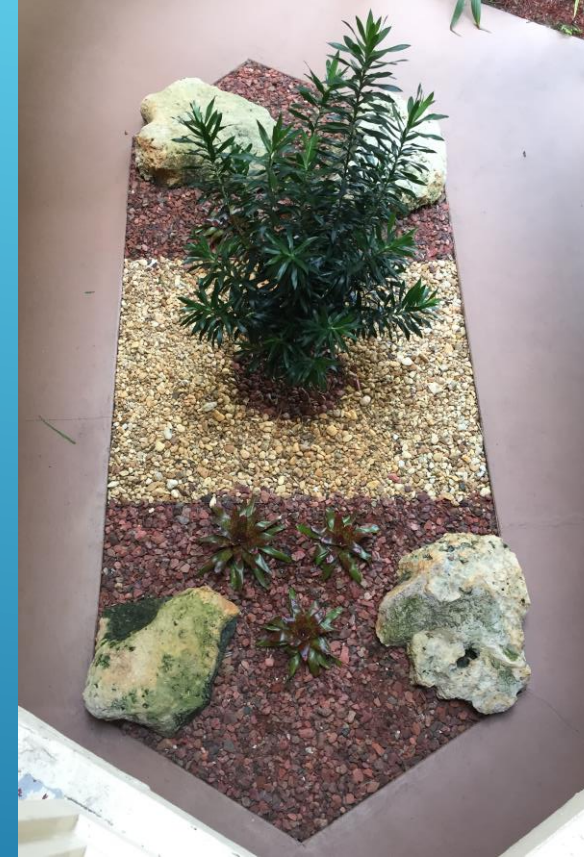
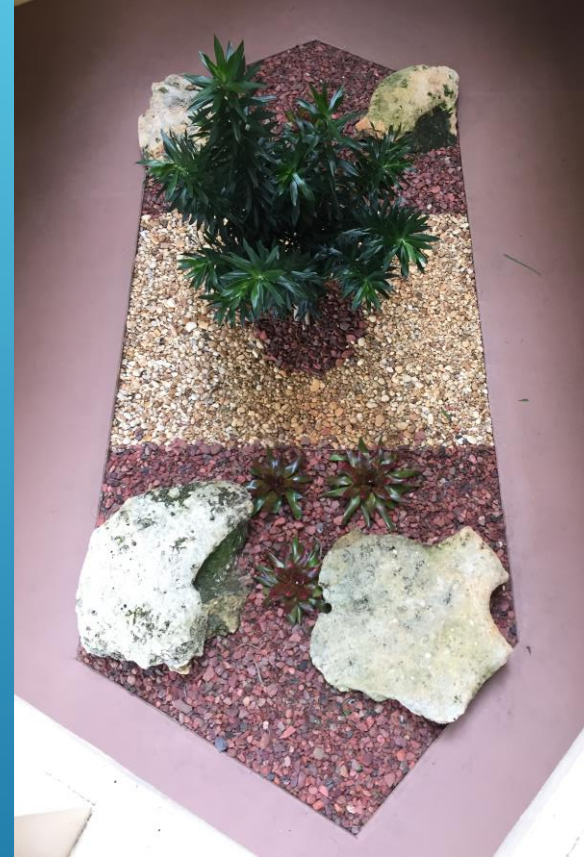
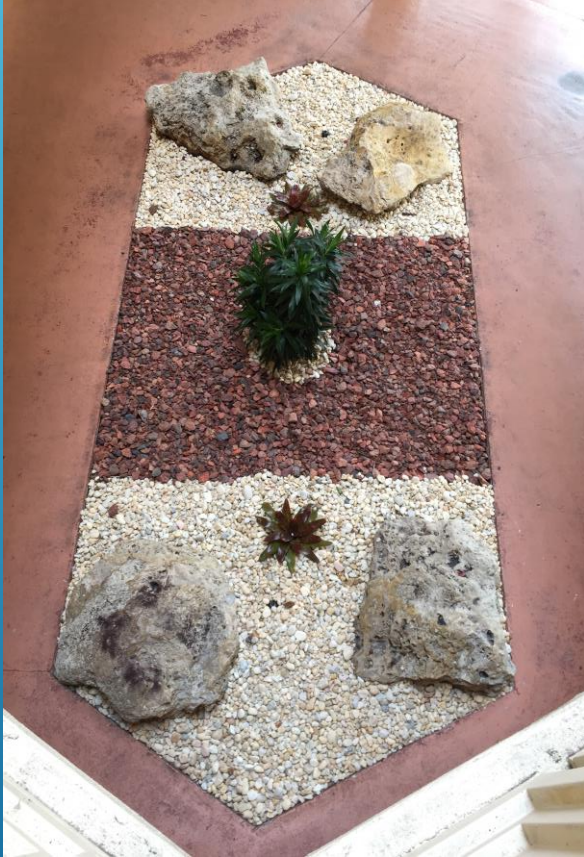
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Town of Miami Lakes Memorandum

To: Honorable Mayor and Town Council
From: Edward Pidermann, Town Manager
Subject: Amendment to Sports Hall of Fame Criteria
Date: 2/5/2019

Recommendation:

It is recommended that the Town Council approve the attached amended Miami Lakes Sports Hall of Fame Criteria as proposed by the Sports Hall of Fame Committee in the December 4th, 2018 Council meeting.

Background:

The Sports Hall of Fame committee has met on two occasions since their second induction ceremony. During their meetings, the committee proposed changes to the Sports Hall of Fame criteria that would allow to further build out the pool of future nominations to the Miami Lakes Sports Hall of Fame. During the December 4th, 2018 Town Council meeting, the Sports Hall of Fame Selection Committee presented these changes and received full support.

The changes would include grandfathering in teams and athletes that played for Hialeah-Miami Lakes High School prior to the incorporation date of the Town, adjusting the athlete residency requirement to four (4) years and adding an eight (8) year service to sport requirement to the “Builder/ Community Member” category.

ATTACHMENTS:

Description

Resolution

SHOF Amended Criteria

RESOLUTION NO. 19 - _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA ADOPTING CRITERIA FOR INCLUSION INTO THE MIAMI LAKES SPORTS HALL OF FAME; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE. (Pidermann)

WHEREAS, in 2013, the Town Council of the Town of Miami Lakes, Florida (the “Town”) approved the creation of a Miami Lakes Sports Hall of Fame (“Hall of Fame”) to be located at the new Miami Lakes Optimist Park Clubhouse; and

WHEREAS, in 2016, the Town passed Resolution 16-1351, which established inclusion requirements for entry into the Hall of Fame; and

WHEREAS, the Hall of Fame will honor athletes, coaches, community members and teams from the Town for their outstanding contribution or achievement in sport; and

WHEREAS, on December 4, 2018, Sports Hall of Fame proposed changes to the inclusion requirements were presented to the Town Council in order to further build the pool of future nominations to the Miami Lakes Sports Hall of Fame which was supported by the Town and is attached as Exhibit “A;” and

WHEREAS, the Town Council finds that adopting the criteria recommended by Town Staff and attached hereto as Exhibit “A,” is appropriate for the Town.

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. Adoption of Amended Miami Lakes Sports Hall of Fame Criteria. The Miami Lakes Sports Hall of Fame Criteria as shown on Exhibit “A” attached hereto are hereby adopted.

Section 3. Implementation. The Town Manager is authorized take all actions necessary to implement this resolution and the Miami Lakes’ Sports Hall of Fame Criteria attached hereto as Exhibit “A.”

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

Passed and adopted this _____ day of _____ 2019

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

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

MANNY CID
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

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

EXHIBIT A

Sports Hall of Fame Criteria

To honor athletes, coaches, community members and teams from the Town of Miami Lakes for their outstanding contribution or achievement in sport.

SELECTION PROCESS

- The nomination deadline shall be the **first Friday in April at 5 p.m.** of the current year.
- Any individual or association may submit a nomination.
- Nominations shall be sent by mail, email or fax to the information on the Nomination form to the Town of Miami Lakes.
- A review of all nominations will be completed by a nomination committee and/or the Town Council and successful nominees will be contacted prior to the Awards Ceremony to be held in the **Summer**.

ELIGIBLE SPORTS:

In any given year the Selection Committee may put forward exceptions to the Miami Lakes Sports Hall of Fame Committee/Town Council for review.

To be eligible a sport shall fit into the following criteria:

1. It is physical, competitive and adheres to standard rules.
2. It is a member of, or affiliated with a local, state or national sport association.
3. It is included in multi-sport events: (i.e.) Olympics/Paralympics, PanAmerican, etc.

CATEGORIES

1. ATHLETE

- The nominee must have represented sport with distinction in athletic competition; both in the Town and outside the Town; or whose example has brought great credit to the sport and high respect for the individual; and whose conduct will not bring discredit to the Hall.
- The nominee must have compiled an outstanding record in one or more sports.
- The nominee must be an individual with substantial connections to the Town.
- The nominee must have reached ultimate achievement in their sport and performed in a manner to bring special honor and recognition to the Town of Miami Lakes.
- The nominee must have been either born in Miami Lakes or attended school or lived in Miami Lakes for a combined total of a minimum of **4 years. Athletes who attended Hialeah-Miami Lakes Senior High School prior to the Town's incorporation date may be considered with Selection Committee approval.**
- A resident of Miami Lakes who is/was a member of a National or International team may stand for induction as an individual athlete.

- An individual who has been elected to any other Hall of Fame is not an automatic member of the Miami Lakes Sports Hall of Fame.

2. BUILDER/COMMUNITY MEMBER

- The category of builder/community member shall include coaches, officials, administrators, patrons, media (journalists/broadcasters) and sports medicine practitioners.
- The nominee must have served sport for a **minimum of 8 years**.
- The nominee must have had a substantial career which made a contribution to sport of an outstanding nature, and whose conduct will not bring discredit to the Hall.
- The nominee must be an individual with substantial connections to Miami Lakes.
- The individual inducted as an athlete who then goes on to become an administrator in the same sport shall not be inducted as a builder in the same sport.
- An individual who has been elected to any other Hall of Fame is not an automatic member of the Miami Lakes Sports Hall of Fame.

3. TEAM

- Miami Lakes teams winning a national, international, or world championship, or reaching the ultimate level of achievement in their sport, and whose conduct will not bring discredit to the Hall, may be eligible for entry into the Miami Lakes Sports Hall of Fame. **Hialeah-Miami Lakes Senior High School teams prior to the Town's incorporation date may be considered with Selection Committee approval.**
- Generally speaking, in a sport where athletes compete in individual events the team will not be eligible for a team induction.
- A team is not a team if the team result is derived on the basis of a calculation of individual scores.
- Teams could be selected for their achievements in one year, or for an accumulative sport history.
- A team which has been elected to any other Hall of Fame is not an automatic member of the Miami Lakes Sports Hall of Fame.

WAITING PERIODS

1. Athletes and teams shall generally not be inducted for at least three (3) years after they have finished competing (retired). Exceptions may be approved by the nominating committee/Town Council in the case of success at the Olympic/Paralympics, Pan American level; terminal illness or death.
2. The three-year term would not generally apply to builders/community members.
3. If the person or team is not inducted into the Miami Lakes Sports Hall of Fame when they are first nominated, their name(s) will be put forward for up to two years after the person or team has been nominated. If after this period of time the person or team has not been inducted, then the name(s) goes into dormancy for at least two years. After this period of time the person or team can be nominated again.



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Edward Pidermann, Town Manager
Subject: Adoption of New Public Works Fee Schedule
Date: 2/5/2019

Recommendation:

Staff recommends that Section 35-4 through 35-6 be renamed and that fees and penalties are codified to ensure all costs associated with the rights-of-way permits are fully cost recovered. It is the desire that no cost related to a rights-of-way permit is borne by the tax payers of the Town.

Background:

On the November 7, 2017, Regular Council Meeting, Item 15.B Permitting and Notification Requirements was discussed. The Town Council passed a motion directing Town staff to look into notification requirements that contractors must submit regarding any issues in which they may be at fault and fines/penalties should they not submit a notification in proper time.

On February 6, 2018, the Town Council passed and adopted Ordinance No. 18-221 amending the Town's Code of Ordinances at Chapter 35, Article II and creating Article III regulating the placement of utilities and communications facilities, and other similar facilities, within the Town's rights-of-way. This Ordinance addressed notification requirements in the event a permittee cause any damages to a facility during the execution of the work and made the failure to report such damages to the Town a substantial breach of the terms and conditions of any applicable statute, ordinance, rule or regulation or any condition of the permit. However, the amount of fines/penalties were not addressed in this ordinance.

Currently, the Town charges right-of-way permit fees based on ad-hoc estimates of costs for plan review and field inspection staff/consultant time and related costs.

A new rights-of-way permit fee and penalties schedule is proposed where the fees will be analyzed based on a predetermined fee schedule. This ordinance establishes said fee schedule in advance to allow for recovery of the Town's actual costs incurred in managing the public rights-of-way. Providing a fee schedule in advance allows permit applicants the ability to better estimate permit fees.

An administrative overhead fee of 11% is assessed to cover indirect expenses associated with Town support functions.

ATTACHMENTS:

Description

Ordinance

ORDINANCE NO. 19- _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, 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.
(Town Council)

WHEREAS, Section 337.401, Florida Statutes, provides that local governments are authorized to prescribe and enforce reasonable rules and regulations with reference to the placing and maintaining of utilities or communications facilities along, across, or on any road and may grant to a resident or corporation organized or licensed in Florida the use of the right-of-way in accordance with said rules and regulations; and

WHEREAS, the Town of Miami Lakes’ rights-of-way are essential for the travel of persons and the transport of goods throughout the Town, and are a unique and physically limited resource requiring proper management by the Town in order to maximize efficiency, minimize costs to Town taxpayers; and

WHEREAS, the regulation and protection of the rights-of-ways and other utilities to residents of and visitors to the Town is both an important amenity and a necessity of public and private life in the Town; and

WHEREAS, it is also the Town’s intent to exercise its authority and regulate activities that affect the rights-of-way by any person or public or private entity; and

WHEREAS, it is the further intent of the Town to exercise its authority to adopt reasonable rules and regulations to the fullest extent allowed by Federal and State law; and

WHEREAS, the Town Council has repeatedly expressed its desire that all costs incurred by the Town related to private entities activities be fully recovered; and,

WHEREAS, the Town Manager recommend to the Town Council that in an effort to achieve recovery of staff, consultant, and administrative costs, it is necessary to adopt new fees and penalties to provide these services without adversely impacting the Town’s general fund; and

WHEREAS, in order to recover these costs, it is necessary to establish new fees and penalties by amending Chapter 35, Article I; and

WHEREAS, amending and renaming Section 35-4 through 35-6, of the Town’s Code of Ordinances as provided at Exhibit A; and

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

WHEREAS, on March _____, 2019, the Town Council considered the ordinance at a duly noticed 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 35-4 through 35-6, of the Town’s Code of Ordinances is hereby amended as provided at Exhibit “A.”

Section 3. **Fee Schedule.** Fee Schedule shall be adopted by separate Resolution.

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 become and be made part of the Town Code and that if necessary the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word “Ordinance” shall be changed to “Article”, “Division” or other appropriate word.

Section 7. Effective Date. That this Ordinance shall be effective immediately upon its adoption on second reading.

FIRST READING

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

- Mayor Manny Cid _____
- Vice Mayor 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 January, 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 35 - STREETS, SIDEWALKS AND OTHER PUBLIC PLACES

* * *

ARTICLE I. – IN GENERAL

* * *

Sec. 35-4. – Rights-of-Way Permit.

- (a) All permit's granted shall expire after forty-five (45) days of issuance. Extensions in increments of forty-five (45) days may be granted by the Public Works Director.
- (b) Except as otherwise provided in the code, no person may construct in any rights-of-way without first having obtained a permit from the Public Works Department.
- (c) A permit will allow the holder to construct in that part of the rights-of-way described in such permit and to hinder free and open passage over the specified portion of the rights-of-way by placing facilities described therein, to the extent and for the duration specified therein.
- (d) A permit is valid only for the dates and the area of rights-of-way specified in the permit, unless modified by the Public Works Director.
- (e) No person may construct in the rights-of-way beyond the date or dates specified in the permit unless such permit is modified by the Public Works Director.
- (f) Permits issued under this article shall be conspicuously displayed at all times at the indicated work site and shall be available for inspection by department inspectors and authorized Town personnel.
- (g) The Public Works Director may impose reasonable conditions, upon the issuance of the permit and the performance of the person requesting the permit thereunder in order to, protect the public health, safety and welfare, to ensure the structural integrity of the rights-of-way, to protect the property and safety of other users of the rights-of-way, and to minimize the disruption and inconvenience to the traveling public.

Sec. 35-5. – Rights-of-Way Permit Fees.

- (a) Established. The fees related to rights-of-way permits shall be established by resolution of the Town Council.
- (b) Payment of permit fees. To the extent permit fees are not prohibited under the communications services tax simplification law, no permit shall be issued without prior payment of permit fees, unless, at the discretion of the Town Manager, or designee, the Town allows the person or entity requesting the permit to pay such fees within thirty (30) calendar days of billing.
- (c) Non-refundable fees. Any and all permit fees that were paid for a permit that the Town has revoked for breach are not refundable.
- (d) Preservation of Right-of-Ways. Existing right-of-way located within the Town's jurisdictional boundaries, including sidewalks, curbs and gutters, and landscaping must be restored to their legally permissible preexisting condition, including any aesthetic enhancements thereto and any adjacent private property damaged during construction, upon the expiration or closing of the Permit, which ever should occur first. Any entity failing to restore the right-of-way to its preexisting condition or better within the time permitted shall be subject to a civil fine of five hundred dollars (\$500.00) per violation per day until such time as the right-of-way is restored, as well as five hundred dollars (\$500.00) per day for each affected adjacent private property until it is restored.

Sec. 35-6 – Enforcement

In addition to any other remedy available by law or ordinance, enforcement against a person, firm, corporation or benefactor that violates this section by un-lawfully placing items on a right of way or failing to preserve the right of way shall be dealt with as provided in Chapter 8, of this Code.

Sec. 35-7. – Permit Fees Waiver.

The Town Manager or Public Works Director may waive all or part of a right-of-way permit fees.



Town of Miami Lakes Memorandum

To: Honorable Mayor and Members of the Town Council
From: Alex Rey and Edward Pidermann, Town Managers
Subject: Tree Canopy Protection
Date: 2/5/2019

Recommendation:

Staff recommends approval of the ordinance amending Section 13-1701 as it relates to tree plantings within the Town.

Background:

On January 10, 2017, Town Council directed the Town Manager to explore the possibility of an ordinance to provide for provisions that address tree canopy protection throughout the Town, and to adopt the Town's Beautification Master Plan. The desire was to ensure the integrity of the Town signature appeal, its tree canopy, is properly maintained, restored in areas where it has diminished, and (re)planted with the appropriate materials (right tree right place). This effort is a reflection of a continuum of efforts to protect and reinforce the Town's image. The proposed ordinance builds upon the Town's Chapter 42 which seeks to preserve existing canopy, and it serves as the regulatory arm for the Town's more recently adopted Beautification Master Plan and Tree Management Plan. The provisions are intended to supplement existing landscape code requirements provided at Section 18A of Miami-Dade County's code and to provide greater clarity of planting requirements within Section 13-1701 of the Town's code. The attached ordinance has been reviewed by Miami-Dade County and was found to be acceptable.

ATTACHMENTS:

Description

Ordinance

Staff Report

Dec 19 LPA materials

ORDINANCE NO. 19- _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA RELATING TO LANDSCAPING; AMENDING SECTION 13-1701, ENTITLED “REQUIRED LANDSCAPING,” OF THE LAND DEVELOPMENT CODE; ESTABLISHING PROVISIONS REGARDING MINIMUM LANDSCAPE REQUIREMENTS; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE. (Ceasar Mestre, Josh Dieguez)

WHEREAS, section 13-1701 of the Town’s Land Development Code provides for minimum landscape requirements for residential single-family districts; and

WHEREAS, section 13-1701 does not address loss of tree canopy in any of the Town’s zoning districts, nor does it provide for desired planting lists as provided by the Town’s Beautification Master Plan; and

WHEREAS, on January 10, 2017, the Town Council of the Town of Miami Lakes directed the Town Manager to explore provisions that address tree canopy protection throughout the Town, and providing such regulation adopt the Town’s Beautification Master Plan; and

WHEREAS, on December 19, 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 January 15, 2019, at a duly noticed public hearing, the Town Council moved the item on First Reading; and

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

Additions to the text are shown in underlined; deletions from the text are shown in strikethrough.
Omitted portions of this ordinance are shown as “* * *.”

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 13-1701, Required Landscaping, of the Town’s Land Development Code 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 January, 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

Sec. 13-1701. - Landscape requirements.

- (a) All development within the Town shall comply with Chapter 18A of the Miami-Dade County Code of Ordinances at the time of its original construction, except as may be otherwise required by the Town's Code of Ordinances.
- (1) All plantings installed as of <EFFECTIVE DATE> shall be consistent with the "Beautification Master Plan", the "Tree Management Plan", and as provided below, and follow ANSI 300 (Part 6), Planting and Transplanting Standards and ANSI Z60.1 as a Florida Grade no. 1 standard. Pursuant to this section, replanting will be required of any tree that is deemed unacceptable by the Town ~~or has died within a three (3) year period of its planting.~~
- (2) No building permit for development and/or exterior construction shall be approved unless it is found to comply with the planting of official, approved street trees within the adjacent swale and median in conformity with the Town's adopted "Beautification Master Plan" and "Tree Management Plan" and under the Town's supervision.
- 2a. Exterior Construction, for purposes of this section shall mean any new construction, addition or substantial improvement to the existing structure, as defined by Florida Building Code.
- 2b. All requests for permits, as defined above, shall require a tree disposition survey prepared by a professional surveyor, or, if unfeasible, an initial inspection of the existing plant material both within the property and adjacent swales and medians with corresponding fees associated.
- 2c. Relief from this section may be provided through the public hearing variance process, as provided in Article III.
- (3) All tree removals shall comply with Chapter 42 of the Town of Miami Lakes Code of Ordinances, as may be amended from time to time.
- (b) All single-family and two-family residences shall comply with Chapter 18A, Landscape Ordinance (see Section 13-1), and the following minimum standards.
- (1) Trees. Each lot shall have a minimum of three (3) yard trees in addition to those planted in swale areas, one of which shall be planted within the front yard area and comply with the criteria listed below. ~~They shall be native (native plant species) Shade trees with shall have either~~ a minimum diameter at breast height of two (2) 1½ inches and ~~or~~ a minimum height of ~~eight~~ twelve (12) feet measured at time of planting.

- a. ~~Two native palms of twelve (12) ten-foot overall height or of a minimum caliper diameter at breast height of three inches at time of planting may be substituted for only one of the three required shade trees. One tree or two native palms shall be in the front yard.~~
- b. For new development, front yard trees shall comply with the species list provided at Section 13-1701 (h), and a minimum of at least one (1) front yard tree shall be a hardwood.
- c. Existing nonconforming properties which have legally permitted improvements that prevent them from complying with the minimum landscape standards shall be allowed to remain as is. However, where planting is possible within the front yard, it shall be required that the tree be chosen from Sections, 13-1701(h) or Section 13-17(h). The existing landscape area of nonconforming properties shall not be reduced any further. Relief from this section may be provided through an Administrative Variance.

* * *

- ~~(b) Existing nonconforming properties which have legally permitted improvements that do not allow the property to meet the minimum landscape standards shall be allowed to remain as is. The existing landscape area of these nonconforming properties shall not be reduced any further.~~
- (d) All other existing ~~Existing conforming~~ properties that comply with these regulations shall not be permitted to construct any improvement which would reduce the existing landscaped area below the minimum required by these regulations unless a variance to these regulations is granted.

* * *

- (g) The swale areas shall be maintained by the abutting property owner. No structures or improvements of any kind, with the exception of mailboxes approved by the United States Postal Service, sod, annuals or perennials, driveway approaches and shade trees approved by the Town, shall be permitted within the swale areas.
 - (1) Trees planted in the swale area are the property of the Town and may not be removed or trimmed by the abutting property owner without approval of the Town.
 - (2) Requests for tree removal within the swale area shall be made pursuant to Article 42 of the Town's Code of Ordinances, as may be amended from time to time.

* * *

(h) List of approved shade trees. Trees denoted with “*” are native species.

(1) Hardwood Canopy Trees.

- a. *Live Oak / *Quercus virginiana*
- b. Japanese Fern tree / *Filicium decipiens*
- c. *Gumbo Limbo / *Bursera simaruba*
- d. *Green Buttonwood / *Conocarpus erectus*
- e. Golden Shower / *Cassia fistula*
- f. Floss Silk / *Chorisia speciosa*
- g. Beauty Leaf / *Calophyllum brasiliense*
- h. *East Palakta Holly / *Ilex Attenuata*
- i. *Ironwood / *Krugiodendron ferreum*
- j. *Pigeon Plum / *Cocoloba diversifolia*
- k. * Wild Tamarind / *Lysiloma latisliqua*
- l. * Satin Leaf / *Chrysophyllum oliveforme*
- m. * Paradise tree / *Simarouba glauca*
- n. *Allspice tree / *Pimenta dioica*
- o. Golden Rain tree / *Koelreuteria paniculate*
- p. Pink Trumpet / *Tabebuia heterophylla*
- q. Jacaranda / *Jacaranda mimosifolia*
- r. Japanese blueberry / *Elaeocarpus decipiens*

(2) Palm Trees

- a. Alexander Palm / *Ptychosperma elegans*
- b. Bismark Palm / *Bismarkia nobilis*
- c. Canary Island Date / *Phoenix canariensis*
- d. Hurricane Palm / *Dictyosperma album*
- e. *Paurotis Palm / *Acoelorrhaphe wrightii*
- f. * Sabal Palm / *Sabal palmetto*
- g. Senegal Island Date / *Phoenix reclinata*
- h. Red or Blue Latan / *latania lontaroides*
- i. Sylvestris Palm / *Phoenix sylvestris*



Department of Community Development
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 Town Council
From: Edward Pidermann, Town Manager
Subject: Tree Canopy Protection
Date: February 5, 2019

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA RELATING TO LANDSCAPING; AMENDING SECTION 13-1701, ENTITLED "REQUIRED LANDSCAPING," OF THE LAND DEVELOPMENT CODE; ESTABLISHING PROVISIONS REGARDING MINIMUM LANDSCAPE REQUIREMENTS; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE. (Ceaser Mestre, Josh Dieguez)

A. BACKGROUND

On January 10, 2017, Town Council directed the Town Manager to explore the possibility of an ordinance to provide for provisions that address tree canopy protection throughout the Town, and to adopt the Town's Beautification Master Plan. The desire was to ensure the integrity of the Town signature appeal, its tree canopy, is properly maintained, restored in areas where it has diminished, and (re)planted with the appropriate materials (right tree right place). This effort is a reflection of a continuum of efforts to protect and reinforce the Town's image. The proposed ordinance builds upon the Town's Chapter 42 which seeks to preserve existing canopy, and it serves as the regulatory arm for the Town's more recently adopted Beautification Master Plan and Tree Management Plan. The provisions are intended to supplement existing landscape code requirements provided at Section 18A of Miami-Dade County's¹ code and to provide greater clarity of planting requirements within Section 13-1701 of the Town's code. The attached ordinance has been reviewed by Miami-Dade County and was found to be acceptable.

¹ Section 18A of the Miami-Dade County code requires all municipalities within Miami-Dade to conform to the minimum landscape requirements therein. Miami-Dade County does permit its municipalities to adopt more stringent standards. The Town has adopted by reference Miami-Dade County Code Section 18A and the provisions at section 13-1701 and Chapter 42 reflect a higher standard than that provided by the County.

B. PROPOSED CHANGES

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

13-1701(a) – Compliance with “Beautification Master Plan” and “Tree Management Plan.” This section provides regulatory support to the two plans by requiring compliance with any future plantings.” The provision also reaffirms compliance with Miami-Dade Code at Section 18A.

13-1701(b) – Tree Plantings for single family and two-family homes. The provision requires that of the three required trees, one (1) must be planted in the front yard area of the home. For new construction, that tree must be a hardwood. For existing construction, where possible a list of permitted trees is provided to choose from.

13-1701(c) – Existing Conforming Properties. No improvement shall be permitted which reduces landscape area below the minimum requirement.

13-1701(g) – Reference to Article 42. The provision points to Article 42 regarding tree removal regulations.

13-1701(h) – Desired Trees. The provision lists those trees that are most desired for planting within the Town.

C. STAFF RECOMMENDATION

Based on the analysis provided below and other factors contained in this report, Staff recommends approval of the ordinance amending Section 13-1701 as it relates to tree plantings within the Town.

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; and “B”, Proposed Changes, of this report. The provision provides for ensuring minimum canopy is provided within the Town and that the Town’s essential character is maintained. As proposed, and presented in Section “A”, and “B”, above, the amendment conforms to the following policy of CDMP below.

Policy 1.3.1: Implement the Beautification Master Plan to enhance landscaping in public rights-of-way and neighborhoods and make the overall natural aesthetic appeal of the Town even better.

Policy 1.5.4: Protect and enhance the lush flora and fauna of the Town through strong community landscaping guidelines, land development regulations and code enforcement.

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; and “B”, Proposed Changes, of this report. The amendment attempts to prevent loss of tree canopy while also providing for standards for future development. The provision implements the Beautification Master Plan and the Tree Management Plan by incorporation. The provisions were reviewed by Miami-Dade County and found to be consistent with their provisions at Section 18A. The proposed amendment does not conflict with any of the Town’s provisions.

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; and “B”, Proposed Changes, of this report. Over the years, the Town has lost some of its valued tree canopy. The reason for the loss is due in part to a number of issues including, disease, accidents, acts of nature, and illegal removals. Post Development improvements in some areas have also resulted in loss of pervious area needed to support a healthy tree growth. Further, some initial plantings were never appropriately sited within the original development plan. This provision tries to remedy these challenges by requiring a minimum of one (1) front yard tree, halting loss of minimum required landscape area, and providing a list of acceptable trees that may be considered for future plantings.

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; and “B”, Proposed Changes, of this report. The proposed amendment does not change the list of permitted uses within any zoning district.

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: See Sections “A”, Background; and “B”, Proposed Changes, of this report. 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: See Sections “A”, Background; and “B”, Proposed Changes, of this report. The intent of the ordinance is to protect the Town’s tree canopy and provide a mechanism to ensure replanting in areas where it is diminished. In so doing, the ordinance will have a net positive affect on the Town’s natural environment.

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; and “B”, Proposed Changes, of this report. The Town’s tree canopy is at the very essence of the Town’s character. It is what draws so many people to want to invest in this community. It is that investment that creates value within the Town of Miami Lakes. As such, the proposed ordinance is in the interest of the general welfare of the Town and its residents.

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; and “B”, Proposed Changes; and Criteria 1, 2, and 4, of this report.

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; and “B”, Proposed Changes; and Criteria 1, 2, 4, 6, and 7 of this report.

Finding: Complies.

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

Analysis: See 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.

ORDINANCE NO. 19- _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA RELATING TO LANDSCAPING; AMENDING SECTION 13-1701, ENTITLED “REQUIRED LANDSCAPING,” OF THE LAND DEVELOPMENT CODE; ESTABLISHING PROVISIONS REGARDING MINIMUM LANDSCAPE REQUIREMENTS; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE. (Ceasar Mestre)

WHEREAS, section 13-1701 of the Town’s Land Development Code provides for minimum landscape requirements for residential single-family districts; and

WHEREAS, section 13-1701 does not address loss of tree canopy in any of the Town’s zoning districts, nor does it provide for desired planting lists as provided by the Town’s Beautification Master Plan; and

WHEREAS, on January 10, 2017, the Town Council of the Town of Miami Lakes directed the Town Manager to explore provisions that address tree canopy protection throughout the Town, and providing such regulation adopt the Town’s Beautification Master Plan; and

WHEREAS, on December _____, 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 January____, 2019, the Town Council at a duly noticed public hearing, moved the item on First Reading; and

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

Additions to the text are shown in underlined; deletions from the text are shown in strikethrough.
Omitted portions of this ordinance are shown as “* * *.”

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 13-1701, Required Landscaping, of the Town’s Land Development Code 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 January, 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

Additions to the text are shown in underlined; deletions from the text are shown in strikethrough.
Omitted portions of this ordinance are shown as “* * *.”

EXHIBIT A
ORDINANCE

Sec. 13-1701. - Landscape requirements.

- (a) All development within the Town shall comply with Chapter 18A of the Miami-Dade County Code of Ordinances at the time of its original construction, except as may be otherwise required by the Town's Code of Ordinances.
- (1) All plantings installed as of <DATE> shall be consistent with the "Beautification Master Plan", the "Tree Management Plan", and as provided below; and follow ANSI 300 (Part 6), Planting and Transplanting Standards and ANSI Z60.1 as a Florida Grade no. 1 standard. Pursuant to this section, replanting will be required of any tree that is deemed unacceptable by the Town ~~or has died within a three (3) year period of its planting.~~
- (2) No building permit for development and/or exterior construction shall be approved unless it is found to comply with the planting of official, approved street trees within the adjacent swale and median in conformity with the Town's adopted "Beautification Master Plan" and "Tree Management Plan" and under the Town's supervision.
- 2a Exterior Construction, for purposes of this section shall mean any modification alteration of the existing and detached structure. For purposes of this ordinance, repair and replacement permits for windows, paint, roof and doors shall be excluded from this definition.
- 2b Administrative Official, or his appointment may waive the requirements of this ordinance for exigent circumstances.
- (3) All tree removals shall comply with Chapter 42 of the Town of Miami Lakes Code of Ordinances, as may be amended from time to time.
- (b) All single-family and two-family residences shall comply with Chapter 18A, Landscape Ordinance (see Section 13-1), and the following minimum standards.
- (1) Trees. Each lot shall have a minimum of three (3) yard trees in addition to those planted in swale areas, one of which shall be planted within the front yard area and comply with the criteria listed below. ~~They shall be native (native plant species)~~ Shade trees with shall have either a minimum diameter at breast height of two (2) 1½ inches and ~~or~~ a minimum height of ~~eight~~ twelve (12) feet measured at time of planting.
- a. Two ~~native~~ palms of twelve (12) ~~ten~~-foot overall height or of a minimum caliper diameter at breast height of three inches at time of planting may be substituted for only one of the three required shade trees. ~~One tree or two native palms shall be in the front yard.~~

- b. For new development, front yard trees shall comply with the species list provided at Section 13-1701 (h), and a minimum of at least one (1) front yard tree shall be a hardwood.
- c. Existing nonconforming properties which have legally permitted improvements that prevent them from complying with the minimum landscape standards shall be allowed to remain as is. However, where planting is possible within the front yard, it shall be required that the tree be chosen from Sections, 13-1701(h) or Section 13-17(h). The existing landscape area of nonconforming properties shall not be reduced any further. Relief from this section may be provided through an Administrative Variance.

* * *

- ~~(b) Existing nonconforming properties which have legally permitted improvements that do not allow the property to meet the minimum landscape standards shall be allowed to remain as is. The existing landscape area of these nonconforming properties shall not be reduced any further.~~
- (d) All other existing ~~Existing conforming~~ properties that comply with these regulations shall not be permitted to construct any improvement which would reduce the existing landscaped area below the minimum required by these regulations unless a variance to these regulations is granted.

* * *

- (g) The swale areas shall be maintained by the abutting property owner. No structures or improvements of any kind, with the exception of mailboxes approved by the United States Postal Service, sod, annuals or perennials, driveway approaches and shade trees approved by the Town, shall be permitted within the swale areas.
 - (1) Trees planted in the swale area are the property of the Town and may not be removed or trimmed by the abutting property owner without approval of the Town.
 - (2) Requests for tree removal within the swale area shall be made pursuant to Article 42 of the Town’s Code of Ordinances, as may be amended from time to time.

* * *

- (h) List of approved shade trees. Trees denoted with “*” are native species.
 - (1) Hardwood Canopy Trees.
 - a. *Live Oak / Quercus virginiana
 - b. Japanese Fern tree / Filicium decipiens

- c. *Gumbo Limbo / Bursera simaruba
- d. *Green Buttonwood / Conocarpus erectus
- e. Golden Shower / Cassia fistula
- f. Floss Silk / Chorisia speciosa
- g. Beauty Leaf / Calophyllum brasiliense
- h. *East Palakta Holly / Ilex Attenuata
- i. *Ironwood / Krugiodendron ferreum
- j. *Pigeon Plum / Cocoloba diversifolia
- k. * Wild Tamarind / Lysiloma latisliqua
- l. * Satin Leaf / Chrysophyllum oliveforme
- m. * Paradise tree / Simarouba glauca
- n. *Allspice tree / Pimenta dioica
- o. Golden Rain tree / Koelreuteria paniculate
- p. Pink Trumpet / Tabebuia heterophylla
- q. Jacaranda / Jacaranda mimosifolia
- r. Japanese blueberry / Elaeocarpus decipiens

(2) Palm Trees

- a. Alexander Palm / Ptychosperma elegans
- b. Bismark Palm / Bismarkia nobilis
- c. Canary Island Date / Phoenix canariensis
- d. Hurricane Palm / Dictyosperma album
- e. *Paurotis Palm / Acoelorrhaphe wrightii
- f. * Sabal Palm / Sabal palmetto
- g. Senegal Island Date / Phoenix reclinata
- h. Red or Blue Latan / latania lontaroides
- i. Sylvestris Palm / Phoenix sylvestris



Department of Community Development
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: Tree Canopy Protection
Date: December 19, 2018

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA RELATING TO LANDSCAPING; AMENDING SECTION 13-1701, ENTITLED "REQUIRED LANDSCAPING," OF THE LAND DEVELOPMENT CODE; ESTABLISHING PROVISIONS REGARDING MINIMUM LANDSCAPE REQUIREMENTS; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE. (Ceaser Mestre)

A. BACKGROUND

On January 10, 2017, Town Council directed the Town Manager to explore the possibility of an ordinance to provide for provisions that address tree canopy protection throughout the Town, and to adopt the Town's Beautification Master Plan. The desire was to ensure the integrity of the Town signature appeal, its tree canopy, is properly maintained, restored in areas where it has diminished, and (re)planted with the appropriate materials (right tree right place). This effort is a reflection of a continuum of efforts to protect and reinforce the Town's image. The proposed ordinance builds upon the Town's Chapter 42 which seeks to preserve existing canopy, and it serves as the regulatory arm for the Town's more recently adopted Beautification Master Plan and Tree Management Plan. The provisions are intended to supplement existing landscape code requirements provided at Section 18A of Miami-Dade County's¹ code and to provide greater clarity of planting requirements within Section 13-1701 of the Town's code. The attached ordinance has been reviewed by Miami-Dade County and was found to be acceptable.

¹ Section 18A of the Miami-Dade County code requires all municipalities within Miami-Dade to conform to the minimum landscape requirements therein. Miami-Dade County does permit its municipalities to adopt more stringent standards. The Town has adopted by reference Miami-Dade County Code Section 18A and the provisions at section 13-1701 and Chapter 42 reflect a higher standard than that provided by the County.

B. PROPOSED CHANGES

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

13-1701(a) – Compliance with “Beautification Master Plan” and “Tree Management Plan.” This section provides regulatory support to the two plans by requiring compliance with any future plantings.” The provision also reaffirms compliance with Miami-Dade Code at Section 18A.

13-1701(b) – Tree Plantings for single family and two-family homes. The provision requires that of the three required trees, one (1) must be planted in the front yard area of the home. For new construction, that tree must be a hardwood. For existing construction, where possible a list of permitted trees is provided to choose from.

13-1701(c) – Existing Conforming Properties. No improvement shall be permitted which reduces landscape area below the minimum requirement.

13-1701(g) – Reference to Article 42. The provision points to Article 42 regarding tree removal regulations.

13-1701(h) – Desired Trees. The provision lists those trees that are most desired for planting within the Town.

C. STAFF RECOMMENDATION

Based on the analysis provided below and other factors contained in this report, Staff recommends approval of the ordinance amending Section 13-1701 as it relates to tree plantings within the Town.

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; and “B”, Proposed Changes, of this report. The provision provides for ensuring minimum canopy is provided within the Town and that the Town’s essential character is maintained. As proposed, and presented in Section “A”, and “B”, above, the amendment conforms to the following policy of CDMP below.

Policy 1.3.1: Implement the Beautification Master Plan to enhance landscaping in public rights-of-way and neighborhoods, and make the overall natural aesthetic appeal of the Town even better.

Policy 1.5.4: Protect and enhance the lush flora and fauna of the Town through strong community landscaping guidelines, land development regulations and code enforcement.

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; and “B”, Proposed Changes, of this report. The amendment attempts to prevent loss of tree canopy while also providing for standards for future development. The provision implements the Beautification Master Plan and the Tree Management Plan by incorporation. The provisions were reviewed by Miami-Dade County and found to be consistent with their provisions at Section 18A. The proposed amendment does not conflict with any of the Town’s provisions.

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; and “B”, Proposed Changes, of this report. Over the years, the Town has lost some of its valued tree canopy. The reason for the loss is due in part to a number of issues including, disease, accidents, acts of nature, and illegal removals. Post Development improvements in some areas have also resulted in loss of pervious area needed to support a healthy tree growth. Further, some initial plantings were never appropriately sited within the original development plan. This provision tries to remedy these challenges by requiring a minimum of one (1) front yard tree, halting loss of minimum required landscape area, and providing a list of acceptable trees that may be considered for future plantings.

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; and “B”, Proposed Changes, of this report. The proposed amendment does not change the list of permitted uses within any zoning district.

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: See Sections “A”, Background; and “B”, Proposed Changes, of this report. 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: See Sections “A”, Background; and “B”, Proposed Changes, of this report. The intent of the ordinance is to protect the Town’s tree canopy and provide a mechanism to ensure replanting in areas where it is diminished. In so doing, the ordinance will have a net positive affect on the Town’s natural environment.

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; and “B”, Proposed Changes, of this report. The Town’s tree canopy is at the very essence of the Town’s character. It is what draws so many people to want to invest in this community. It is that investment that creates value within the Town of Miami Lakes. As such, the proposed ordinance is in the interest of the general welfare of the Town and its residents.

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; and “B”, Proposed Changes; and Criteria 1, 2, and 4, of this report.

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; and “B”, Proposed Changes; and Criteria 1, 2, 4, 6, and 7 of this report.

Finding: Complies.

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

Analysis: See 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 Memorandum

To: Honorable Mayor and Councilmembers
From: Alex Rey and Edward Pidermann, Town Managers
Subject: Long-term Infrastructure Renewal and Replacement Fund
Date: 2/5/2019

Recommendation:

It is recommended that the Council establishes a restricted Long-Term Infrastructure Renewal and Replacement Fund "Sinking Fund", to renew or replace depreciating and/or decaying general fund assets, excluding routine repairs & maintenance or new construction. To accomplish this, a contribution from the general fund in the amount of at least \$150,000 will be budgeted annually and transferred to the fund. This amount may be increase as needed through the budget process.

No cash or cash equivalents from this sinking fund shall be used for any other purpose other than to renew or replace existing assets thereby adding to its useful life.

Background:

During the FY 18-19 budget process, staff recommended funding a sinking fund in the amount of \$150,000 to renew and replace general fund assets based on a list of infrastructure items. This was approved during the budget process.

At the October 2nd, 2018 Council meeting, Councilman Luis Collazo proposed a new business item to formalize the creation of an infrastructure renewal and replacement fund and mandate an annual contribution of at least \$150,000 into the fund. The purpose is to fund future major infrastructure repairs and replacements such as roofs, air conditioners, etc. in correlation with their respective life cycle.

Subject to a biennial review of the renew and replacement schedule, staff may recommend an increase to the Sinking fund contribution through the budget process

ATTACHMENTS:

Description

Sinking Fund Ordinance

ORDINANCE NO. 19-__

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, RELATING TO CHAPTER 2, ARTICLE IV, FINANCE, REGARDING THE ESTABLISHMENT OF A LONG-TERM INFRASTRUCTURE RENEWAL AND REPLACEMENT FUND; PROVIDING FOR AUTHORITY; PROVIDING FOR INCLUSION INTO THE CODE; PROVIDING FOR ORDINANCES IN CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE (Collazo)

WHEREAS, the Town of Miami Lakes (the “Town”) Council endorses the continued implementation of sound financial policies, practices and fiscal responsibility; and

WHEREAS, the Town has several capital assets that are depreciating and will eventually need replacement; and

WHEREAS, during the 2018-19 budget discussion, staff recommended the creation of a fund in the amount of \$150,000.00 to renew and replace certain assets as needed; and

WHEREAS, during the October 2018 Town Council Meeting, Councilman Collazo moved the Council to formalize the creation of a separate fund to address the renewal and replacement of assets in the amount of \$150,000.00; and

WHEREAS, the Town Manager suggests the creation of a separate Long-Term Infrastructure Renewal and Replacement Fund in the amount of \$150,000.00 that can be adjusted and budgeted annually for the renewal and replacement of certain general fund assets; and

WHEREAS, the Town Council agrees that the creation of a Long-Term Infrastructure Renewal and Replacement Fund for the replacement of general fund assets is in the best interest of the Town.

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. Creation of a New Section of the Code Titled “Long-Term Infrastructure Renewal and Replacement Fund”, to read as follows:

LONG-TERM INFRASTRUCTURE RENEWAL AND REPLACEMENT FUND

Sec. 1. Creation of the Long-Term Infrastructure Renewal and Replacement Fund.

(a) The Town shall transfer a minimum of \$150,000 to the Long-Term Infrastructure Renewal and Replacement Fund on a yearly basis.

(b) The Town may increase the yearly transfer during the annual budget process.

Sec. 2. Purposes for which the Long-Term Infrastructure Renewal May be Used.

(a) Funds may only be used for the renewal or replacement of capital assets, as defined by General Accepted Account Principles (“GAAP) and are identified and accounted for by the Town Financial Records.

Sec. 3. Prohibitions.

(a) Long-Term Infrastructure Renewal and Replacement Funds may not be used for routing repairs and maintenance, or any other costs that do not extend the life of the item.

Section 3. Authority to Transfer Funds. The Town Manager or his designee are authorized to transfer \$150,000.00 of Capital Funds to the Long-Term Infrastructure Renewal and Replacement Fund.

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 SECTION HAS BEEN LEFT INTENTIONALLY 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 Josh Dieguez _____
Councilmember Jeffrey Rodriguez _____
Councilmember Marilyn Ruano _____

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

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 Josh Dieguez _____
- Councilmember Jeffrey Rodriguez _____
- Councilmember Marilyn Ruano _____

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

Manny Cid
Mayor

Attest:

Gina M. Inguanzo
Town Clerk

Approved as to form and legal sufficiency:

Raul Gastesi, Jr.
Gastesi & Associates, P.A.
Town Attorney



Town of Miami Lakes Memorandum

To: Honorable Mayor and Town Councilmembers
From: Alex Rey and Edward Pidermann, Town Managers
Subject: FY 2018-19 Carryforward Budget Amendment
Date: 2/5/2019

Recommendation:

Approve amendment to the FY 2018-19 Budget on second reading of Ordinance to recognize additional grant funding awarded to the Town, allocate funds for the completion of capital improvement projects, and modify line items to the Budget as described below and summarized in Exhibit A.

Background:

See attached Town Manager's Memorandum on First Reading of Ordinance

CHANGES FROM FIRST READING

Asset Management Software – General Fund Portion (\$36,740) – As part of the Town of Miami Lakes IT Master Plan, the Town aspired to procure a web-based asset management software that is tightly integrated with ESRI ArcGIS in order to access, search, and manage infrastructure assets such as stormwater drains, street lights and signs, sidewalks, streets, trees, etc. As per Request for Proposal 2018-20, the total cost of the software is \$76,340 which is split between the Stormwater Utility Fund and the General Fund. The FY 2018-19 Adopted Stormwater Utility Budget includes \$39,600 for the purchase of the software, and staff is now requesting to allocate the General Fund's portion of \$36,740 from the following line items:

- a. Reduce sod restoration at pocket parks from \$100,000 to \$70,000 – (\$30,000).
- b. Use salary savings from the vacant Deputy Town Manager position which was budgeted to be filled in January 2019 – (\$6,740).

Safe Routes to School – The Town has recently requested and received approval for an additional \$200,000 in grant funding from Florida Department of Transportation with an increase in local match of \$126,461 to complete construction of the Safe Routes to School Project. This project includes a meandering trail for bicyclists and pedestrians, with high emphasis crosswalks and bollards as well as landscaping along the east side of Miami Lakeway North/South, between NW 67th Avenue to NW 64th Avenue. This Ordinance on second reading amends the FY 2018-19 Amended Budget to recognize the grant and allocate funds for the local match to complete the project. The increase in local match funds will be transferred from the following line items within the Capital Projects Fund – Transportation Improvements:

- a. Reserve for Transportation Improvements line item - \$57,000
- b. Savings from Windmill Gate Road Improvement - \$65,000
- c. NW 59th Avenue Extension, Public Works Storage/Boat Yard - \$4,461

ATTACHMENTS:

Description

Ordinance

Town Manager's Memorandum on First Reading

Exhibit A - FY 2018-19 Amended Budget

Exhibit B - FY 2018-19 Five Year Capital Improvement Plan

ORDINANCE NO. 2019-_____

AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING ORDINANCE NO. 18-230; AMENDING THE TOWN'S FISCAL YEAR 2018-2019 BUDGET; PROVIDING FOR EXPENDITURE OF FUNDS; PROVIDING FOR AMENDMENTS; PROVIDING FOR CONFLICTS; AUTHORIZING THE TOWN MANAGER TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THIS ORDINANCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with Section 200.065, Florida Statutes and Section 8.7 of the Town of Miami Lakes (the "Town") Charter, the Town Council adopted Fiscal Year 2018-2019 Budget (the "Budget") by Ordinance 18-230; and

WHEREAS, based upon the review, analysis, and the recommendation of the Town Manager, the Town Council has determined that it is necessary to amend the Budget to provide for carryover of funds as set forth in Exhibit "A," attached hereto.

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

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

Section 2. Budget Amendment. The Fiscal Year 2018-2019 Budget adopted in Ordinance No. 18-230 is amended as set forth in the documents entitled "Town of Miami Lakes FY 2018-2019 Adopted Budget" attached hereto as Exhibit "A," and the Fiscal Year 2018-2019 Five Year Capital Improvement Plan, attached hereto as Exhibit "B." The Town Council hereby modifies the Budget to provide for the inclusion of additional carryover funds, line item adjustments, and 2018-2019 project related expense carryover. All other terms and conditions of Ordinance No. 18-230 not otherwise amended by this Ordinance remain in full force and effect.

Section 3. Authorization of Town Manager. The Town Manager is hereby authorized to take all actions necessary to implement the terms and conditions of this Ordinance.

Section 4. Authorization of Fund Expenditures. The Town Manager or his/her designee is authorized to expend or contract for expenditures such funds as are necessary for the operation of the Town government in accordance with the Budget and the terms and conditions of this Ordinance.

Section 5. Conflicts. All sections or parts of sections of the Town Code that conflict with this Ordinance are repealed to the extent of such conflict.

Section 6. Severability. The provisions of this Ordinance are declared to be severable and if any section, subsection, sentence, clause, provision or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 7. Effective date. This Ordinance shall be effective upon adoption on second reading.

FIRST READING

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

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

Passed and adopted on first reading this 15th day of January, 2019.

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SECOND READING

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

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

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

Manny Cid
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

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



Town of Miami Lakes Memorandum

To: Honorable Mayor and Town Councilmembers
From: Alex Rey, Town Manager
Subject: FY 2018-19 Carryforward Budget Amendment
Date: 1/15/2019

Recommendation:

Approve amendment to the FY 2018-19 Budget to carry over the prior year's estimated surplus to fund the following: (1) projects that were budgeted and commenced in the prior year but not completed, and (2) allocate funds for one-time operating and/or capital improvement expenditures. In addition, this budget amendment recognizes grants awarded to the Town, as well as donations received for specific Town events. The proposed line item modifications are described below and summarized in Exhibit A.

Background:

GENERAL FUND

The unrestricted General Fund Balance at the beginning of FY 2017-18 was \$4,349,056 per the audited financials. During the year, Council approved the transfer of \$545,442 from Fund Balance for litigation/settlement reserve (\$500,000), annual leave cash-out as part of the employee retention program (\$15,000), phone system upgrade (\$20,442) and donations for the Youth Activity Task Force (\$10,000). This reduced the General Fund Balance to \$3,803,614.

At the end of FY 2017-18, operations are estimated to result in a net surplus of approximately \$1,275,000. This includes \$400,000 from the litigation reserve that was not utilized, \$163,330 from projects not completed during the year, \$242,000 from hurricane related deferrals on tree trimming and grounds maintenance, \$106,000 savings from police patrol services, and \$363,670 in operational savings.

From the net surplus, \$506,000 was approved for carry forward into FY 2018-19 through the budget adoption process. This included the remaining litigation/settlement reserve (\$400,000), various Committees unused balances (\$24,000), and projects/operational expenses that were not completed within the fiscal year (\$82,000). With the remaining \$769,000 surplus, staff is recommending to appropriate funds as follows:

1. Miami Lakes Optimist Park (MLOP) Master Plan project - \$391,670

The FY 2019 Adopted Budget provides funding for the completion of MLOP Master Plan field design work and construction documents (\$553,625). This budget amendment includes \$128,234 carryforward as seen in the Capital Projects Fund section of this memorandum, as well as \$391,670 from the General Fund surplus for a total budget of \$1,073,529 to fund the project on the pay-as-you-go program.

2. Optimist Clubhouse Storage Facility - \$150,000

The FY 2019 Adopted Budget includes \$80,000 to replace the roof and renovate the interior of the storage facility at Optimist Park. Due to a change in scope, additional funding is required to completely remodel the structure, update electrical, plumbing and mechanical systems to meet current Code, reconfigure interior spaces making the building ADA accessible, and aesthetically update the exterior of the building to make it consistent with MLOP Clubhouse. Total project cost is \$230,000.

3. Pocket Park Sod Restoration - \$100,000

As a result of Hurricane Irma, many of the Town's parks suffered sod damage due to fallen debris and uprooted trees. Staff has estimated that approximately \$300,000 is needed in sod repairs in the parks for safety and aesthetic purposes. In FY 2018, Council approved \$115,000 in areas with the highest amount of damages. Staff is now requesting \$100,000 to continue with the repairs.

4. Restore items eliminated from Budget - \$32,000

At the FY 2018-19 Budget Hearing, items were eliminated or reduced to accommodate the reduction in millage rate. Staff is proposing to restore funding for the social media plan implementation (\$27,000) that was previously approved by Council in FY 2018, as well as the Mayor and Council's travel and per diem (\$5,000) to the full amount.

5. Balances from projects that commenced but were not completed - \$57,330

- IT servers, workstations and Financial Transparency Module - \$23,500
- ROP air condition replacement - \$14,275
- MLOP lightning detection equipment - \$5,000
- Town Manager Selection Committee expenses - \$5,000

- Mayor’s Gala donations for Special Needs Advisory Board - \$9,555

6. Town Manager vacation and sick leave payout - \$38,000

If approved, the above items represent an increase of \$769,000 to the FY2018-19 General Fund Operating Budget. **See attached Exhibit A.**

SPECIAL REVENUE FUNDS

People’s Transportation Plan (PTP 80%) – In FY 2018, Council approved funding for a traffic study in the Egan Lane neighborhood to determine if traffic volumes warrant and if the roadway network can accommodate diverted traffic due to a proposed closure of the north end of Egan Lane at its intersection with Miami Lakes Drive, so as to reduce speed and cut-through traffic in the neighborhood. Funds are carried forward from the prior year to complete the study - \$12,300. This amendment increases the FY 2018-19 PTP 80% Budget to \$1,114,422.

Transit (PTP 20%) – The traffic assessment for the proposed Park-and-Ride Transit Facility located on NW 77th Avenue south of NW 154th Street is approximately 48% complete. This assessment will analyze the potential benefit to vehicular traffic flow as well as the transit route benefit and single-occupant vehicle traffic reduction from the proposed park-and-ride transit facility. Funds are carried forward from prior year to complete the study - \$35,568. This amendment increases the FY 2018-19 Transit (PTP 20%) Budget to \$420,456.

CAPITAL PROJECTS FUND

At the beginning of FY 2017-18, the Capital Projects Fund had \$3,104,429 available to fund capital improvements throughout the Town, as per the audited financials. During the year, the Fund received \$1,900,870 in inter-governmental revenues, grant reimbursements, and inter-fund transfers to fund additional capital improvements. Approximately \$3,631,125 was spent on completing or substantially completing budgeted projects. These projects include Town Hall emergency generator, Lake Sarah Roadway and Drainage improvements, West Lake Neighborhood Reforestation Phases I and II, 82nd Avenue and Oak Lane reconfiguration, pocket parks sod restoration Phase 1, contribution for design services of 146/160 Streets Underpasses, Maddens Hammock biodiversity study, and impact windows and doors replacement at Mary Collins Community Center. *The remaining \$1,374,173 is earmarked for the projects that were budgeted but not completed in FY 2018, and therefore available for carryforward to be re-appropriated in FY 2019.*

The FY 2018-19 Adopted Budget, however, assumed a net carry-forward of \$1,314,426 for those projects that were not completed in FY 2018. This budget amendment adjusts the carry-forward amount for the difference of \$59,747 and re-appropriates the remaining balances for these projects. In addition, due to timing, \$550,000 in grant revenues were not received in the prior year and is also re-budgeted to offset the project expense. The projects are listed in the chart below and detailed in Exhibit A attachment.

Detail - Capital Projects Fund Carryover	
Drainage Improvement Projects:	
Lake Sarah Grants (SFWMD & FDEP)	\$ (425,000)
Canal Bank Stabilization Phase 2 Grant	\$ (125,000)
Lake Sarah Roadway & Drainage project	\$ 170,000
Royal Oaks Roadway & Drainage project	\$ 2,694
West Lake Roadway & Drainage project	\$ 17,500
Canal Bank Stabilization Phase 2 project	\$ 31,766
Parks Improvement Projects:	
Miami Lakes Optimist Park Master Plan	\$ 128,234
MLOP Art in Public Places	\$ 15,000
Pocket Parks furniture	\$ 65,000
Transportation Improvement Projects:	
Safe Routes to School	\$ 32,000
NW 59th Avenue Extension/Storage & Boat Yard	\$ 6,760
Adaptive Signalization	\$ 72,204
Miami Lakeway South	\$ 2,659
NW 60th Avenue Complete Street Implementation	\$ 82,494
Adjustment to Contingencies/Reserves	\$ (16,562)
TOTAL	\$ 59,749

STORMWATER UTILITY FUND

The Stormwater Master Plan Update as well as the Lake Quality Assessment Study that were budgeted in the previous fiscal year are approximately 50% complete. This budget amendment carries forward the balances in the amount of \$20,524 and \$28,842, respectively, which increases the FY 2018-19 Stormwater Utility Fund Budget from \$1,321,351 to \$1,370,717. Both projects are estimated to be completed by early spring of 2019.

GRANTS AND DONATIONS

Grant Award – The Florida Department of Transportation (FDOT) under the Safe Routes to School (SRTS) Program awarded the Town a grant in

the amount of \$241,143 with no matching funds required for the Bob Graham Education Center Project. The project includes widening the eastside school campus frontage sidewalk, reconstruction of crosswalks and connector ramps, and installation of pedestrian railings around storm drain drop-offs along NW 79th Avenue, from NW 167th Terrace to NW 155th Street, and NW 82nd Avenue at NW 162nd Street. The grant covers the period FY 2021 to FY 2023 and as such, only an amendment to the Five-Year Capital Improvement Plan is required at this time. See attached **Exhibit B**.

Donations - During the year, donations are received from individuals and the business community for the Committees to fund specific events and enhance certain activities and programs. This budget amendment increases the General Fund by recognizing the donations received and appropriates said funds for expenditure. To date, donations totaling \$52,017 were received from sponsors for the following: Veterans Committee 5K Run (\$30,100); Elderly Affairs Committee Community Forum (\$600) and Senior Social (\$1,500); Youth Activity Task Force Halloween Haunted House (\$4,200), Hispanic Heritage (\$1,000) and Movies in the Park (\$1,429); the Veterans' Day Parade (2,700) and the Special Needs Advisory Board (\$2,000). Donations received from the Mayor's Annual Gala (\$8,488 in FY 2019) will benefit the Special Needs Advisory Committee as approved by Council.

ATTACHMENTS:

Description

Ordinance

Exhibit A- FY 2018-19 Amended Budget

Exhibit B- FY 2018-19 Five Year Capital Improvement Plan

**TOWN OF MIAMI LAKES
FY 2018-19 ADOPTED BUDGET
GENERAL FUND REVENUE**

ACCOUNT NAME/DESCRIPTION	FY2018-19 ADOPTED BUDGET	CARRYOVER AMENDMENT	FY2018-19 AMENDED BUDGET	AMENDMENT/REVISION COMMENTS
Ad Valorem Taxes				
Current Ad Valorem Taxes	\$ 7,061,200		\$ 7,061,200	
Current Ad Valorem Taxes - Pers. Prop.	-		-	
Delinquent Ad Valorem Taxes	50,000		50,000	
Sub-total: Taxes	\$ 7,111,200	\$ -	\$ 7,111,200	
Franchise Fees				
Franchise Fees - Electricity	\$ 1,275,000		\$ 1,275,000	
Sub-total: Franchise Fees	\$ 1,275,000	\$ -	\$ 1,275,000	
Utility Service Tax				
Utility Service Tax - Electricity	\$ 2,850,501		\$ 2,850,501	
Utility Service Tax - Water	410,000		410,000	
Utility Service Tax - Gas	65,000		65,000	
Sub-total: Utility Services Tax	\$ 3,325,501	\$ -	\$ 3,325,501	
Intergovernmental Revenues				
Communications Service Tax	\$ 1,224,864		\$ 1,224,864	
State Revenue Sharing	780,190		780,190	
Alcoholic Beverage License	20,000		20,000	
Grants - Byrne Grant	1,800		1,800	
Grants - VARIOUS	5,500		5,500	
School Board Contribution for Public Safety	70,176		70,176	
Half-cent Sales Tax	2,420,280		2,420,280	
Sub-total: Intergovernmental	\$ 4,522,810	\$ -	\$ 4,522,810	
Permits & Fees				
Building Department Revenues:				
	-		-	
Local Business Licenses: TOML	120,000		120,000	
Local Business Licenses: County	40,000		40,000	
False Alarm Fees	62,000		62,000	
Zoning Hearings	9,500		9,500	
Administrative Site Plan Review	1,000		1,000	

**TOWN OF MIAMI LAKES
FY 2018-19 ADOPTED BUDGET
GENERAL FUND REVENUE**

ACCOUNT NAME/DESCRIPTION	FY2018-19 ADOPTED BUDGET	CARRYOVER AMENDMENT	FY2018-19 AMENDED BUDGET	AMENDMENT/REVISION COMMENTS
Zoning Letters	11,000		11,000	
Zoning Fees	120,000		120,000	
Staff Costs	5,000		5,000	
Fine Violation Interest	30,000		30,000	
Administrative Variances	-		-	
<i>Planning Department Revenues:</i>	398,500	-	398,500	
Public Works Permits	35,000		35,000	
Sub-total: Permits & Fees	\$ 433,500	\$ -	\$ 433,500	
Fines & Forfeitures				
Police Traffic Fines	25,000		25,000	
Police - L.E.T.F.	2,000		2,000	
Public School Crossing Guards	35,000		35,000	
Code Violation Fines	125,000		125,000	
Police Parking Fines	8,000		8,000	
Sub-total: Fines & Forfeitures	\$ 195,000	\$ -	\$ 195,000	
Miscellaneous Revenues				
Interest Income	\$ 50,000		\$ 50,000	
Other Charges & Fees - Clerk's	2,390		2,390	
Lobbyist Registration	7,000		7,000	
Park - Services & Rental Fees	118,000		118,000	
Revenue Sharing Programs	15,000		15,000	
Lien Inquiry Letters	32,000		32,000	
FDOT - Landscape Maintenance	5,800		5,800	
Contributions and Donations	46,000	52,017	98,017	Donations for Veterans' 5K Run (\$30,100), Elderly Affairs Committee (\$2,100), Cultural Affairs Committee (\$1,000), Youth Activity Task Force (\$5,629), Veterans' Day Parade (\$2,700), and Special Needs Advisory Board (\$10,488)
Insurance Claims	72,000		72,000	
Miscellaneous Revenues - Other	1,000		1,000	
Sub-total: Miscellaneous Revenues	\$ 349,190	\$ 52,017	\$ 401,207	

**TOWN OF MIAMI LAKES
FY 2018-19 ADOPTED BUDGET
GENERAL FUND REVENUE**

ACCOUNT NAME/DESCRIPTION	FY2018-19 ADOPTED BUDGET	CARRYOVER AMENDMENT	FY2018-19 AMENDED BUDGET	AMENDMENT/REVISION COMMENTS
Interfund & Equity Transfers				
Prior Year Carry Over Funds	506,000	769,000	1,275,000	Carryforward funds for MLOP Master Plan (\$391,670), Optimist Clubhouse storage facility (\$150,000), Pocket Park sod restoration (\$70,000), asset management software (\$30,000) social media plan implementation (\$27,000), Mayor/Council travel (\$5,000), IT software and infrastructure (\$23,500), MLOP lightning detection equipment (\$5,000), ROP AC replacement (\$14,275), TMSC balance (\$5,000), Mayor's Gala donations (\$9,555) and Town Manager vacation and sick leave payout (\$38,000)
Interfund transfers from Building Department Fund			-	
Interfund transfers from Disaster Fund	-		-	
Sub-total: Contributions	\$ 506,000	\$ 769,000	\$ 1,275,000	
Total Income: General Fund	\$ 17,718,201	\$ 821,017	\$ 18,539,218	

**TOWN OF MIAMI LAKES
FY 2018-19 ADOPTED BUDGET**

Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME/DESCRIPTION	FY2018-19 ADOPTED BUDGET	CARRY- FORWARD AMENDMENT	FY2018-19 AMENDED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
TOWN COUNCIL AND MAYOR					
0011101-511000	EXECUTIVE SALARIES- MAYOR	\$18,838		\$18,838	
0011101-512000	REGULAR SALARIES	\$90,000		\$90,000	
0011101-514000	OVERTIME	\$0		\$0	
0011101-521000	PAYROLL TAXES	\$15,509		\$15,509	
0011101-522000	FRS CONTRIBUTIONS	\$8,990		\$8,990	
0011101-523000	HEALTH & LIFE INSURANCE	\$89,887		\$89,887	
0011101-523001	HEALTH INSURANCE MAYOR	\$21,992		\$21,992	
0011101-523100	WIRELESS STIPEND	\$960		\$960	
0011101-540000	TRAVEL & PER DIEM	\$10,000	\$5,000	\$15,000	Restore travel and per diem for Mayor and Councilmembers.
0011101-540010	CAR ALLOWANCE -MAYOR	\$7,200		\$7,200	
0011101-540011	CAR ALLOWANCE -COUNCIL	\$36,000		\$36,000	
0011101-540020	EXP ALLOWANCE MAYOR & COUNCIL	\$50,693		\$50,693	
0011101-541001	REMOTE ACCESS DEVICE DATA PLAN	\$3,648		\$3,648	
0011101-541010	CELL PHONES	\$3,672		\$3,672	
0011101-547000	PRINTING & BINDING	\$1,000		\$1,000	
0011101-548100	STATE OF TOWN ADDRESS	\$5,000		\$5,000	
0011101-548107	TOY DRIVE	\$1,000		\$1,000	
0011101-548160	VOLUNTEER APPRECIATION	\$0		\$0	
0011101-549010	COUNCIL DISCRETIONARY FUND	\$700		\$700	
0011101-549200	MAYOR'S GALA	\$0		\$0	
0011101-552010	COUNCIL UNIFORMS	\$360		\$360	
0011101-552042	MEETING SET UP	\$300		\$300	
0011101-552044	COUNCIL AWARDS	\$1,250		\$1,250	
0011101-554000	MEMBERSHIPS SUBSCRIPTIONS	\$14,808		\$14,808	
0011101-554010	EDUCATION & TRAINING	\$6,800		\$6,800	
0011101-564004	SMALL EQUIPMENT	\$0		\$0	
	TOTAL TOWN COUNCIL EXPENDITURES:	\$388,607	\$5,000	\$393,607	
TOWN CLERK					
0011201-512000	REGULAR SALARIES	\$81,600		\$81,600	
0011201-521000	PAYROLL TAXES	\$6,242		\$6,242	
0011201-522000	FRS CONTRIBUTIONS	\$6,740		\$6,740	
0011201-523000	HEALTH & LIFE INSURANCE	\$9,949		\$9,949	
0011201-523100	WIRELESS STIPEND	\$480		\$480	
0011201-531020	TOWN CLERK AGENDA MANAGER	\$65,228		\$65,228	
0011201-541001	TOWN CLERK DATA SERVICE	\$480		\$480	
0011201-544000	RENTALS AND LEASES	\$2,436		\$2,436	
0011201-547010	TOWN CLERK CODIFICATION	\$11,000		\$11,000	
0011201-549030	TOWN CLERK LEGAL ADVERTISING	\$18,040		\$18,040	
0011201-549070	ADMINISTRATIVE SUPPORT	\$0		\$0	
0011201-549080	TOWN CLERK ELECTION COSTS	\$50,000		\$50,000	
0011201-554010	CLERK EDUCATION AND TRAINING	\$650		\$650	
0011201-566002	SOFTWARE LICENSES	\$2,470		\$2,470	
	TOTAL TOWN CLERK EXPENDITURES:	\$255,315	\$0	\$255,315	
TOWN ATTORNEY					
0011401-531140	GENERAL LEGAL	\$150,000		\$150,000	
0011401-531230/L	ROUTINE LITIGATION RESERVE	\$50,000		\$50,000	
0011401-531230	M. PIZZI LITIGATION/INSURANCE RECOVERY	\$50,000		\$50,000	
0011401-531230	MANAGER SELECTION COMMITTEE	\$0	\$5,000	\$5,000	Town Manager Selection Committee expenses
0011401-531230	CHARTER REVIEW COMMISSION	\$0		\$0	
	TOTAL TOWN ATTORNEY EXPENDITURES:	\$250,000	\$5,000	\$255,000	

**TOWN OF MIAMI LAKES
FY 2018-19 ADOPTED BUDGET**

Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME/DESCRIPTION	FY2018-19 ADOPTED BUDGET	CARRY- FORWARD AMENDMENT	FY2018-19 AMENDED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
TOWN ADMINISTRATION					
0011311-512000	REGULAR SALARIES	\$1,149,858	-\$6,740	\$1,143,118	Salary savings from vacant Deputy Town Manager position for Asset Management Software
0011311-512002	XFER SRF TRANSIT 5% ADM	-\$12,000		-\$12,000	
0011311-512003	XFER CPF TRANSP 5% ADM	-\$48,750		-\$48,750	
0011311-512006	ADM SUPPORT TO SWF	-\$98,606		-\$98,606	
0011311-512010	ADM SUPPORT TO BUILDING	-\$235,682		-\$235,682	
0011311-5120XX	ADM SUPPORT TO SPECIAL TAXING DISTRICT	-\$127,428		-\$127,428	
0011311-516000	COMPENSATED ABSENCES	\$0	\$38,000	\$38,000	Town Manager vacation and sick leave payout
0011311-512999	EMPLOYEE BONUSES/COLA	\$62,067		\$62,067	
0011311-514000	ADM OVERTIME	\$3,000		\$3,000	
0011311-521000	PAYROLL TAXES	\$83,993		\$83,993	
0011311-522000	FRS CONTRIBUTIONS	\$98,443		\$98,443	
0011311-522010	ICMA 457 PL	\$26,704		\$26,704	
0011311-523000	HEALTH & LIFE INSURANCE	\$177,917		\$177,917	
0011311-523100	WIRELESS STIPEND	\$1,440		\$1,440	
0011311-525000	ADM UNEMPLOYMENT CLAIMS	\$0		\$0	
0011311-531000	PROFESSIONAL SERVICES	\$81,000		\$81,000	
0011311-531090	INTERGOVERNMENTAL (LOBBYIST)	\$48,000		\$48,000	
0011311-532000	ACCOUNTING & PAYROLL	\$25,500		\$25,500	
0011311-532001	INDEPENDENT AUDIT	\$53,500		\$53,500	
0011311-532002	ADM HEALTH SPENDING ACCT/WELLN	\$10,000		\$10,000	
0011311-533001	ADM BACKGROUND CHECKS	\$1,500		\$1,500	
0011311-540000	ADM - TRAVEL & PER DIEM	\$10,000		\$10,000	
0011311-540010	CAR ALLOWANCE	\$6,000		\$6,000	
0011311-541000/5	TELEPHONE SERVICES	\$680		\$680	
0011311-541001	REMOTE ACCESS DEVICE DATA PLAN	\$680		\$680	
0011311-542000	ADM - POSTAGE & DELIVERY	\$17,650		\$17,650	
0011311-543000	ADM - UTILITIES	\$0		\$0	
0011311-544000	RENTALS AND LEASES	\$0		\$0	
0011311-544010	ADM - COPIER LEASE	\$16,270		\$16,270	
0011311-545000	ADM - INSURANCE	\$226,083		\$226,083	
0011311-546000	REPAIR AND MAINT CONTRACTS	\$0		\$0	
0011311-547000	ADM - PRINTING & BINDING	\$1,500		\$1,500	
0011311-548000	ADM TOWN BRANDING & STRATEGIC PLAN	\$8,000		\$8,000	
0011311-548010	ADM ADVERTISEMENT RECRUITMENT	\$1,000		\$1,000	
0011311-549070	CLERICAL/ADMINISTRATIVE SUPPORT	\$3,000		\$3,000	
0011311-549071	INVESTMENT ADVISORY SERVICE	\$7,000		\$7,000	
0011311-549090	FINANCIAL INSTITUTION FEES	\$10,000		\$10,000	
0011311-549093	CREDIT CARD FEES	\$0		\$0	
0011311-549260	HURRICANE EXPENSES	\$2,500		\$2,500	
0011311-549290	ADMIN LICENSES AND PERMITS	\$0		\$0	
0011311-551000	ADM - OFFICE SUPPLIES	\$0		\$0	
0011311-552010	UNIFORMS	\$2,600		\$2,600	
0011311-554000	ADM-BOOKS/PUBLIC/SUBSCRIP/MEM	\$7,950		\$7,950	
0011311-554010	EDUCATION & TRAINING	\$10,000		\$10,000	
0011311-555500	ADM-FURNITURE/EQUIP NON-CAP	\$1,000		\$1,000	
	SUB-TOTAL ADMINISTRATION EXPENDITURES	\$1,632,369	\$31,260	\$1,663,629	
INFORMATION SYSTEMS					
0011341-531030	IT CORE SERVICE SUPPORT	\$114,660		\$114,660	
0011341-531040	WEB SUPPORT	\$8,400		\$8,400	
0011341-531060	VOICE SUPPORT	\$6,200		\$6,200	
0011341-541030	INTERNET SERVICES	\$17,460		\$17,460	

**TOWN OF MIAMI LAKES
FY 2018-19 ADOPTED BUDGET**

Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME/DESCRIPTION	FY2018-19 ADOPTED BUDGET	CARRY- FORWARD AMENDMENT	FY2018-19 AMENDED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
0011341-551000	IT SUPPLIES	\$13,000		\$13,000	
0011341-552000	SOFTWARE, SMALL EQUIPMENT	\$0		\$0	
0011341-564000	MACHINERY & EQUIPMENT	\$32,000		\$32,000	
0011341-566000	TECHNOLOGY ENHANCEMENTS/SOFTWARE	\$30,000	\$60,240	\$90,240	MUNIS Transparency Module (\$7,500); server, AV Room and workstations (\$16,000), and Asset Management Software (\$36,740)
0011341-566002	COMPUTER SOFTWARE LICENSES	\$108,168		\$108,168	
	SUB-TOTAL INFORMATION SYSTEMS:	\$329,888	\$60,240	\$390,128	
ADMINISTRATION - TRANSFERS					
0011361-580100	ADA SETTLEMENT				
0011361-512902/3	CLASS A & B - FORCE ACCOUNT	\$0		\$0	
0011361-580002	RESERVE FOR COMMITTEES FUTURE DONAT	\$40,000		\$40,000	
0011361-591020	TRANSFER OUT - CIP PARKS	\$106,000	\$611,670	\$717,670	Transfer to Capital Projects Fund for MLOP Master Plan construction (\$391,670), MLOP Storage Facility renovation (\$150,000), and pocket park re-sodding (\$70,000)
0011361-591052/0	TRANSF -CPF/FACILITIES & EQUIP/ELEC UTIL	\$0		\$0	
0011361-591010	TRANSFER TO SPECIAL REVENUE FUND	\$0		\$0	
0011361-591013	TRANSFER TO FACILITIES MAINTENANCE FUI	\$206,657		\$206,657	
0011361-591072	TRANSFER TO DISASTER FUND	\$0		\$0	
	SUB-TOTAL ADMINISTRATION TRANSFERS:	\$352,657	\$611,670	\$964,327	
	TOTAL ADMINISTRATION EXPENDITURES:	\$2,314,915	\$703,170	\$3,018,085	
POLICE					
0012102-534030	POL - PATROL SERVICES	\$8,053,000		\$8,053,000	
0012102-534035	POLICE OVERTIME	\$320,000		\$320,000	
0012102-534035	PUBLIC SCHOOL SECURITY - OVERTIME OTSCH	\$130,000		\$130,000	
0012102-534080	PROSECUTION-CRIMINAL VIOLATION	\$100		\$100	
0012102-541000	POLICE TELEPHONE SVC	\$0		\$0	
0012102-541010	TELEPHONE- DEDICATED LINES	\$5,600		\$5,600	
0012102-543010	POLICE UTILITIES	\$0		\$0	
0012102-544020	POLICE COPIER COSTS	\$2,000		\$2,000	
0012102-546000	POLICE REPAIR & MAINTENANCE	\$0		\$0	
0012102-546010	VEHICLE REPAIR AND MAINTENANCE	\$2,500		\$2,500	
0012102-549200	POLICE - MISC. EXPENSE	\$800		\$800	
0012102-551000	POLICE OFFICE SUPPLIES	\$0		\$0	
0012102-552000	OPERATING SUPPLIES	\$3,000		\$3,000	
0012102-552010	POLICE UNIFORMS	\$3,000		\$3,000	
0012102-552020	POLICE - FUEL COSTS	\$1,000		\$1,000	
0012102-554000	MEMBERSHIPS AND SUBSCRIPTIONS	\$225		\$225	
0012102-554010	POLICE CRIME PREVENT TRAIN	\$3,000		\$3,000	
0012102-591013	TRANSFER TO FACILITIES MAINTENANCE FUI	\$92,996		\$92,996	
	SUB-TOTAL POLICE EXPENDITURES:	\$8,617,221	\$0	\$8,617,221	
SCHOOL CROSSING GUARDS					
0012112-512000	REGULAR SALARIES	\$76,000		\$76,000	
0012112-521000	PAYROLL TAXES	\$5,814		\$5,814	
0012112-522000	FRS CONTRIBUTIONS	\$6,278		\$6,278	
0012112-552000	OPERATING SUPPLIES	\$750		\$750	
0012112-552010	UNIFORMS	\$3,000		\$3,000	
0012112-554010	EDUCATION & TRAINING	\$624		\$624	
	SUB-TOTAL SCHOOL CROSSING GUARDS:	\$92,466	\$0	\$92,466	
	TOTAL POLICE EXPENDITURES:	\$8,709,687	\$0	\$8,709,687	

**TOWN OF MIAMI LAKES
FY 2018-19 ADOPTED BUDGET**

Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME/DESCRIPTION	FY2018-19 ADOPTED BUDGET	CARRY- FORWARD AMENDMENT	FY2018-19 AMENDED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
PLANNING					
0011501-512000	REGULAR SALARIES	\$85,000		\$85,000	
0011501-521000	PAYROLL TAXES	\$6,503		\$6,503	
0011501-522000	FRS CONTRIBUTIONS	\$7,021		\$7,021	
0011501-523000	HEALTH & LIFE INSURANCE	\$14,628		\$14,628	
0011501-523100	WIRELESS STIPEND	\$480		\$480	
0011521-531000	PLANNING CONSULTING	\$20,000		\$20,000	
0011521-534110	PLANNING-SITE PLAN REVIEW	\$500		\$500	
0011521-547000	PLANNING PRINTING COSTS	\$1,000		\$1,000	
	SUB-TOTAL PLANNING:	\$135,132	\$0	\$135,132	
CODE COMPLIANCE					
0011532-512000	REGULAR SALARIES	\$102,496		\$102,496	
0011532-521000	PAYROLL TAXES	\$7,841		\$7,841	
0011532-522000	FRS CONTRIBUTIONS	\$8,466		\$8,466	
0011532-523000	HEALTH & LIFE INSURANCE	\$21,042		\$21,042	
0011532-523100	WIRELESS STIPEND	\$480		\$480	
0011532-531260	SPECIAL MASTER	\$3,600		\$3,600	
0011532-534130	CONTRACT CODE ENF SER	\$121,812		\$121,812	
0011532-540011	CAR ALLOWANCE	\$6,000		\$6,000	
0011532-541001	REMOTE ACCESS DEVICE DATA PLAN	\$960		\$960	
0011532-541010	PLANNING MOBILE PHONES	\$360		\$360	
0011532-546400	ABANDONED PROPERTY MAINT	\$1,000		\$1,000	
0011532-549041	CODE ENF LIEN RECORDING	\$8,000		\$8,000	
0011532-549094	ALARM MONITORING PROGRAM	\$25,000		\$25,000	
0011532-552010	CODE ENFORCEMENT UNIFORMS	\$0		\$0	
0011532-554010	EDUCATION & TRAINING	\$1,500		\$1,500	
	SUB-TOTAL CODE COMPLIANCE:	\$308,557	\$0	\$308,557	
TRANSIT					
0014404-534150	DEMAND SERVICES - CONTRACT	\$0		\$0	
	SUB-TOTAL TRANSIT:	\$0	\$0	\$0	
	TOTAL PLANNING, CODE COMPLIANCE & TRANSIT EXPENDITURES:	\$443,689	\$0	\$443,689	
QNIP					
0011701-570020	QNIP DEBT SERVICE	\$0		\$0	
0011701-571000	QNIP DEBT SERVICE - PRINCIPAL	\$46,607		\$46,607	
0011701-572000	QNIP DEBT SERVICE - INTEREST	\$2,248		\$2,248	
	TOTAL QNIP EXPENDITURES:	\$48,855	\$0	\$48,855	
ZONING					
0012402-512000	REGULAR SALARIES	\$99,310		\$99,310	
0012402-521000	PAYROLL TAXES	\$7,597		\$7,597	
0012402-522000	FRS CONTRIBUTIONS	\$8,203		\$8,203	
0012402-534110	CONTRACTUAL SERVICES	\$0		\$0	
	SUB-TOTAL ZONING EXPENDITURES	\$115,110	\$0	\$115,110	
	TOTAL BUILDING & ZONING EXPENDITURES:	\$115,110	\$0	\$115,110	

**TOWN OF MIAMI LAKES
FY 2018-19 ADOPTED BUDGET**

Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME/DESCRIPTION	FY2018-19 ADOPTED BUDGET	CARRY- FORWARD AMENDMENT	FY2018-19 AMENDED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
PARKS - COMMUNITY SERVICES					
0017207-512000	REGULAR SALARIES	\$337,645		\$337,645	
0017207-514000	OVERTIME	\$1,000		\$1,000	
0017207-521000	PAYROLL TAXES	\$25,830		\$25,830	
0017207-522000	FRS CONTRIBUTIONS	\$27,889		\$27,889	
0017207-523000	HEALTH & LIFE INSURANCE	\$75,032		\$75,032	
0017207-523100	WIRELESS STIPEND	\$2,400		\$2,400	
0017207-531000	PROFESSIONAL SERVICES	\$82,742		\$82,742	
0017207-540000	MILEAGE REIMB	\$1,560		\$1,560	
0017207-546010	VEHICLE REPAIR & MAINTENANCE	\$5,000		\$5,000	
0017207-547000	PRINTING EXPENSE	\$2,500		\$2,500	
0017207-549070	ADMINISTRATIVE SUPPORT	\$0		\$0	
0017207-549093	CREDIT CARD FEES	\$1,860		\$1,860	
0017207-549200	MISCELLANEOUS	\$700		\$700	
0017207-549300	COACHES BACKGROUND CK	\$5,000		\$5,000	
0017207-549310	CHECK CERTIFICATION CLINIC	\$2,500		\$2,500	
0017207-552020	VEHICLE FUEL	\$4,500		\$4,500	
	SUB-TOTAL COMMUNITY SERVICES:	\$576,158	\$0	\$576,158	
ROYAL OAKS PARK					
0017217-534010	JANITORIAL	\$60,880		\$60,880	
0017217-541000	ROYAL OAKS PARK TELECOMMUNICATIONS	\$11,000		\$11,000	
0017217-543000	ROYAL OAKS PARK UTILITIES	\$100,000		\$100,000	
0017217-546000	ROP MAINTENANCE CONTRACT	\$285,000		\$285,000	
0017217-546003	ROP REPAIRS & MAINTENANCE (GROUNDS)	\$83,000		\$83,000	
0017217-546300	ROP OPERATING COSTS (FACILITY)	\$31,250		\$31,250	
0017217-553090	ROP-FUR & EQUIP / NON CAP	\$5,000		\$5,000	
0017217-564000	MACHINERY AND EQUIPMENT	\$0	\$14,275	\$14,275	Air condition unit replacement
	SUB-TOTAL ROYAL OAKS PARK:	\$576,130	\$14,275	\$590,405	
PARK EAST YOUTH CENTER					
0017227-512000	SALARIES	\$35,000		\$35,000	
0017227-521000	PAYROLL TAXES	\$2,678		\$2,678	
0017227-522000	FRS RETIREMENT CONTRIBUTION	\$2,891		\$2,891	
0017227-523000	HEALTH & LIFE INSURANCE	\$11,744		\$11,744	
0017227-523100	WIRELESS STIPEND	\$480		\$480	
0017227-534010	JANITORIAL	\$27,040		\$27,040	
0017227-541000	TELECOMMUNICATIONS	\$4,500		\$4,500	
0017227-543000	UTILITIES	\$14,070		\$14,070	
0017227-546000	MAINTENANCE CONTRACT	\$12,500		\$12,500	
0017227-546003	REPAIRS & MAINTENANCE (GROUNDS)	\$5,000		\$5,000	
0017227-546300	OPERATING COSTS (FACILITY)	\$18,000		\$18,000	
0017227-549200	MISCELLANEOUS EXPENSE	\$0		\$0	
0017227-553090	PARKS IMPROVEMENT / NON CAP	\$5,000		\$5,000	
0017227-563001	INFRASTRUCTURE	\$0		\$0	
0017227-564000	MACHINERY AND EQUIPMENT	\$0		\$0	
	SUB-TOTAL PARK EAST YOUTH CENTER:	\$138,903	\$0	\$138,903	
PARK WEST - MARY COLLINS COMMUNITY CENTER					
0017237-534010	JANITORIAL	\$48,880		\$48,880	
0017237-541000	TELECOMMUNICATIONS	\$4,920		\$4,920	
0017237-543000	UTILITIES	\$22,700		\$22,700	
0017237-546000	REPAIR & MAINTENANCE CONTRACT	\$30,850		\$30,850	

**TOWN OF MIAMI LAKES
FY 2018-19 ADOPTED BUDGET**

Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME/DESCRIPTION	FY2018-19 ADOPTED BUDGET	CARRY- FORWARD AMENDMENT	FY2018-19 AMENDED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
0017237-546003	REPAIR AND MAINTENANCE (GROUNDS)	\$7,500		\$7,500	
0017237-546300	REPAIR AND MAINTENANCE (FACILITY)	\$27,000		\$27,000	
0017237-553090	PARKS IMP - OPERATING	\$5,000		\$5,000	
0017237-563000	INFRASTRUCTURE	\$0		\$0	
0017237-564000	MACHINERY AND EQUIPMENT	\$21,000		\$21,000	
0017237-569000	PARKS - CAP OUTLAY	\$0		\$0	
	SUB-TOTAL MINI PARK - WEST:	\$167,850	\$0	\$167,850	
MIAMI LAKES OPTIMIST PARK					
0017247-534010	JANITORIAL	\$26,200		\$26,200	
0017247-541000	MIAMI LAKES OPTIMIST TELECOMMUNICATI	\$12,000		\$12,000	
0017247-543000	MIAMI LAKES OPTIMIST UTILITIES	\$112,000		\$112,000	
0017247-546000	MIAMI LAKES OPTIMIST PARK MAINTENANC	\$456,000		\$456,000	
0017247-546003	REPAIRS AND MAINTENANCE (GROUNDS)	\$40,000		\$40,000	
0017247-546300	REPAIRS AND MAINTENANCE (FACILITY)	\$20,000		\$20,000	
0017247-548150	SISPORTS HALL OF FAME	\$400		\$400	
0017247-553055	MIAMI LAKES PARK MARINA OPERATIONS	\$1,000		\$1,000	
0017247-553090	MIAMI LAKES PARK/IMPROVEMENTS	\$20,000		\$20,000	
0017247-564000	MACHINERY & EQUIPMENT/CAPITAL OUTLA	\$0	\$5,000	\$5,000	Lightning detection equipment
	SUB -TOTAL MIAMI LAKES OPTIMIST PARK:	\$687,600	\$5,000	\$692,600	
MINI PARKS					
0017257-543000	UTILITIES	\$24,000		\$24,000	
0017257-546000	MAINTENANCE CONTRACT	\$290,000		\$290,000	
0017257-546003	REPAIRS & MAINTENANCE (GROUNDS)	\$63,610		\$63,610	
0017257-546025	MINI PARKS-TREE TRIMMING	\$27,500		\$27,500	
0017257-555500	FURNITURE & NON CAPITAL OUTLAY	\$5,000		\$5,000	
	SUB-TOTAL MINI PARKS:	\$410,110	\$0	\$410,110	
BARBARA GOLEMAN					
0017267-546080	BARBARA GOLEMAN MAINT	\$4,000		\$4,000	
	SUB-TOTAL BARBARA GOLEMAN :	\$4,000	\$0	\$4,000	
	TOTAL PARKS - COMMUNITY SERVICES	\$2,560,751	\$19,275	\$2,580,026	
COMMUNITY OUTREACH AND ENGAGEMENT					
LEISURE SERVICES					
0017907-512000	SALARIES	\$186,447		\$186,447	
0017907-514000	OVERTIME	\$0		\$0	
0017907-516000	COMPENSATED ABSENCES - CURRENT	\$0		\$0	
0017907-521000	PAYROLL TAXES	\$14,263		\$14,263	
0017907-522000	FRS RETIREMENT CONTRIBUTION	\$15,400		\$15,400	
0017907-523000	HEALTH & LIFE INSURANCE	\$35,231		\$35,231	
0017907-523100	WIRELESS STIPEND	\$1,440		\$1,440	
0017907-548202	YOUTH CENTER COMMUNITY PROGRAMS	\$10,055		\$10,055	
0017907-549093	CREDIT CARD FEES	\$0		\$0	
0017907-549403	TOWN COMMUNITY PROGRAMS	\$14,890		\$14,890	
0017907-549405	SOCIAL MEDIA TECH SUMMIT	\$0		\$0	
0017907-552010	UNIFORMS	\$0		\$0	
	SUB-TOTAL LEISURE SERVICES:	\$277,726	\$0	\$277,726	

**TOWN OF MIAMI LAKES
FY 2018-19 ADOPTED BUDGET**

Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME/DESCRIPTION	FY2018-19 ADOPTED BUDGET	CARRY- FORWARD AMENDMENT	FY2018-19 AMENDED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
ECONOMIC DEVELOPMENT					
0017937-512000	SALARIES	\$69,560		\$69,560	
0017937-521000	PAYROLL TAXES	\$5,321		\$5,321	
0017937-522000	FRS RETIREMENT CONTRIBUTION	\$5,746		\$5,746	
0017937-523000	HEALTH & LIFE INSURANCE	\$10,280		\$10,280	
0017937-523100	WIRELESS STIPEND	\$480		\$480	
0017937-531000	PROFESSIONAL SERVICES	\$28,350		\$28,350	
0017937-XXXXXX	SOCIAL MEDIA PLAN	\$0	\$27,000	\$27,000	Restore social media plan implementation
	SUB-TOTAL ECONOMIC DEVELOPMENT:	\$119,737	\$27,000	\$146,737	
COMMUNICATIONS					
0017947-512000	SALARIES	\$26,520		\$26,520	
0017947-521000	PAYROLL TAXES	\$2,029		\$2,029	
0017947-522000	FRS RETIREMENT CONTRIBUTION	\$2,191		\$2,191	
0017947-523100	WIRELESS STIPEND	\$0		\$0	
	SUB-TOTAL COMMUNICATIONS:	\$30,740	\$0	\$30,740	
SPECIAL EVENTS					
0017957-512000	SALARIES	\$87,720		\$87,720	
0017957-521000	PAYROLL TAXES	\$6,710		\$6,710	
0017957-522000	FRS RETIREMENT CONTRIBUTION	\$7,246		\$7,246	
0017957-523000	HEALTH & LIFE INSURANCE	\$14,628		\$14,628	
0017957-523100	WIRELESS STIPEND	\$480		\$480	
0017957-549418	SPEC EVENTS VETERANS DAY	\$6,000	\$2,700	\$8,700	Donations
0017957-549421	SPEC EVENTS 4TH JULY	\$30,000		\$30,000	
0017957-549429	OTHER EVENTS	\$10,000		\$10,000	
	SUB-TOTAL SPECIAL EVENTS:	\$162,784	\$2,700	\$165,484	
COMMITTEES					
NEIGHBORHOOD IMPROVEMENT COMMITTEE					
0011561-548152	AWARD BEAUTIFICATION COMM. AWARDS	\$2,000		\$2,000	
0017447-548159	LAKE LAKE AWARENESS MONTH	\$0		\$0	
0017447-548159	PEDES PEDESTRIAN & BIKE INITIATIVES	\$6,000		\$6,000	
0017447-548159	LAKE TESTING	\$0		\$0	
0017447-548159	HOA QUARTERLY HOA PROJECTS	\$500		\$500	
0017447-548159	LITT ANTI LITTER CAMPAIGN	\$0		\$0	
0017447-548159	PROJ COMM PROJECTS/HOME IMPROVEME	\$500		\$500	
	TOTAL NEIGHBORHOOD IMP COMMITTEE:	\$9,000	\$0	\$9,000	
CULTURAL AFFAIRS COMMITTEE					
0017307-548151	BASEL ART BASEL MIAMI LAKES	\$1,500		\$1,500	
0017307-548151	BLACK BLACK HISTORY MONTH CONCERT	\$3,750		\$3,750	
0017307-548151	FILM CLASSIC FILM IN THE PARK	\$0		\$0	
0017307-548151	BOOK BOOK READING	\$750		\$750	
0017307-548151	COF CONCERT ON THE FAIRWAY	\$17,000		\$17,000	
0017307-548151	CON CONCERTS	\$4,500		\$4,500	
0017307-548151	CULTURAL AFFAIRS	\$0		\$0	
0017307-548151	FT FISHING	\$500		\$500	
0017307-548151	FOUR FOURTH OF JULY	\$11,500		\$11,500	
0017307-548151	HISP HISPANIC HERITAGE	\$4,000	\$1,000	\$5,000	Donations
0017307-548151	MLK MARTIN LUTHER KING EVENT	\$0		\$0	
0017307-548151	WOMEN WOMEN HISTORY MONTH	\$2,250		\$2,250	
0017307-548151	SCOT SCOTTISH AMERICAN HERITAGE MONT	\$1,000		\$1,000	
0017307-548151	S FLI SPRING FLING(PAINT A PICTURE)	\$600		\$600	
	TOTAL CULTURAL AFFAIRS COMMITTEE:	\$47,350	\$1,000	\$48,350	

**TOWN OF MIAMI LAKES
FY 2018-19 ADOPTED BUDGET**

Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME/DESCRIPTION	FY2018-19 ADOPTED BUDGET	CARRY- FORWARD AMENDMENT	FY2018-19 AMENDED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
ECONOMIC DEVELOPMENT COMMITTEE					
0017457-549200	MARKET MARKETING MATERIALS	\$14,000		\$14,000	
0017457-549200	ML CH MISC EXPENSES	\$12,000		\$12,000	
0017457-549200	REALTOR REALTOR EVENTS	\$5,200		\$5,200	
0017457-549200	TRADE SHOW - BIO FLORIDA	\$0		\$0	
0017457-549200	SHOWS MISC EXPENSES	\$3,000		\$3,000	
	TOTAL ECONOMIC DEVELOPMENT COM	\$34,200	\$0	\$34,200	
EDUCATION ADVISORY BOARD					
0017407-548156	AP LANGUAGE ARTS PROGRAM	\$26,000		\$26,000	
0017407-548156	DIRECT DIRECT INSTRUCTION TUTORING	\$0		\$0	
0017407-548156	FRIENDS OF THE LIBRARY	\$4,000		\$4,000	
0017407-548156	IMAGINATION LIBRARY	\$4,000		\$4,000	
0017407-548156	MISC. MISC. EXPENSES	\$300		\$300	
0017407-548156	SAT/ SAT/ACT PREP COURSES	\$12,000		\$12,000	
0017407-548156	STEM ELECTIVE COURSES	\$10,000		\$10,000	
0017407-548156	EVENT TOWN EVENTS	\$2,000		\$2,000	
0017407-548156	TECH TECHNOLOGY & MEDIA	\$12,000		\$12,000	
0017407-548156	TEST STANDARDIZED TESTING SUPPORT	\$0		\$0	
	TOTAL EDUCATIONAL ADVISORY BOARD:	\$70,300	\$0	\$70,300	
ELDERLY AFFAIRS COMMITTEE					
0017417-548150	FORUM COMMUNITY FORUMS	\$2,500	\$600	\$3,100	Donations
0017417-548150	BEEF FREEBEE (SAT & SUN)	\$2,500		\$2,500	
0017417-548150	HEALTH FAIR	\$500		\$500	
0017417-548150	METET MEET & EAT	\$7,800		\$7,800	
0017417-548150	MISC MISC EXPENSE/SUPPLIES/SHIRTS	\$500		\$500	
0017417-548150	SENIOR SENIOR FIELD TRIP	\$6,000		\$6,000	
0017417-548150	SG SR. GAMES	\$0		\$0	
0017417-548150	BOXING ROCK STEADY BOXING	\$2,500		\$2,500	
0017417-548150	SNAB SPECIAL NEEDS ADVISORY	\$0	\$20,043	\$20,043	Donations
0017417-548150	SRSO SENIOR SOCIAL	\$15,200	\$1,500	\$16,700	Donations
	TOTAL ELDERLY AFFAIRS COMMITTEE:	\$37,500	\$22,143	\$59,643	
YOUTH ACTIVITIES TASK FORCE					
0017427-548154	YOUTH ACTIVITIES TASK FORCE	\$0		\$0	
0017427-548154	BR BICYCLE RODEO	\$4,700		\$4,700	
0017427-548154	HHH HALLOWEEN HAUNTED HOUSE	\$26,500	\$4,200	\$30,700	Donations
0017427-548154	ICE ICE CREAM SOCIAL	\$500		\$500	
0017427-548154	JUST JUST RUN	\$1,000		\$1,000	
0017427-548154	MP MOVIES IN THE PARK	\$7,500	\$1,429	\$8,929	Donations
0017427-548154	RELAY RELAY FOR LIFE	\$0		\$0	
0017427-548154	SPRING SPRING FLING	\$4,500		\$4,500	
0017427-548154	SPORTS PALOOZA/PRO SPORTS DAY	\$0		\$0	
0017427-548154	SUMMER YOUTH EMPL INITIATIVE	\$300		\$300	
0017427-548154	WINTERFEST	\$0		\$0	
	TOTAL YOUTH ACTIVITIES TASK FORCE:	\$45,000	\$5,629	\$50,629	
PUBLIC SAFETY COMMITTEE					
0012122-548157	PUBLIC SAFETY IDENTITY THEFT PREVENTION	\$0		\$0	
0012122-548157	BRKF POLICE APPRECIATION EVENT/BREAKF.	\$1,000		\$1,000	
0012122-548157	CERT C.E.R.T TRAINING	\$250		\$250	
0012122-548157	EDUCATIONAL MATERIALS	\$750		\$750	
0012122-548157	SHIRTS AND SUPPLIES	\$600		\$600	
	TOTAL PUBLIC SAFETY COMMITTEE:	\$2,600	\$0	\$2,600	

**TOWN OF MIAMI LAKES
FY 2018-19 ADOPTED BUDGET**

Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME/DESCRIPTION	FY2018-19 ADOPTED BUDGET	CARRY- FORWARD AMENDMENT	FY2018-19 AMENDED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
VETERANS AFFAIRS COMMITTEE					
0017437-548158	CARE PACKAGE DRIVE	\$1,000		\$1,000	
0017437-548158	FLAG FLAG RETIREMENT CEREMONY	\$0		\$0	
0017437-548158	MEMORIAL HONOR FUND	\$500		\$500	
0017437-548158	MM MARLINS FIELD TRIP-MILITARY MONDA	\$0		\$0	
0017437-548158	PLAQU PURCH TREES W/PLAQUES	\$900		\$900	
0017437-548158	5KRUN VET 5K RUN	\$3,500	\$30,100	\$33,600	Donations
TOTAL VETERANS AFFAIRS COMMITTEE:		\$5,900	\$30,100	\$36,000	
TOTAL COMMITTEES EXPENDITURES:		\$251,850	\$58,872	\$310,722	
TOTAL COMMUNITY OUTREACH AND ENGAGEMENT EXPENDITURES		\$842,838	\$88,572	\$931,410	
PUBLIC WORKS					
PUBLIC WORKS ADMINISTRATION					
0014104-512000	REGULAR SALARIES	\$205,200		\$205,200	
0014104-521000	PAYROLL TAXES	\$15,698		\$15,698	
0014104-522000	FRS CONTRIBUTIONS	\$16,950		\$16,950	
0014104-523000	HEALTH & LIFE INSURANCE	\$29,203		\$29,203	
0014104-523100	WIRELESS STIPEND	\$480		\$480	
0014104-531000	PROFESSIONAL SERVICES	\$0		\$0	
0014104-531300	TOWN ENGINEER	\$0		\$0	
0014104-534110	PERMITS PLAN REVIEW	\$45,840		\$45,840	
0014104-546000	STREET LIGHTS REPAIR & MAINTENANCE	\$70,000		\$70,000	
0014104-546010	VEHICLE REPAIR & MAINTENANCE	\$4,000		\$4,000	
0014104-549141	UNDERGROUND UTILITY LOCATION	\$41,530		\$41,530	
0014104-549200	PW MISCELLANEOUS	\$3,000		\$3,000	
0014104-552000	OPERATING SUPPLIES	\$3,000		\$3,000	
0014104-552010	UNIFORMS	\$0		\$0	
0014104-552020	VEH OPERATING & MAINT	\$3,000		\$3,000	
0014104-555500	FURN & EQUIP NON CAPITAL	\$2,000		\$2,000	
SUB-TOTAL PUBLIC WORKS ADMINISTRATION:		\$439,901	\$0	\$439,901	
PW - GREEN SPACE					
0014124-543010	RIGHT OF WAY ELECTRICITY	\$10,000		\$10,000	
0014124-543020	WATER	\$45,000		\$45,000	
0014124-546000	REPAIR & MAINTENANCE	\$490,405		\$490,405	
0014124-546001	PUBLIC WORK ENTRY MAINT	\$4,700		\$4,700	
0014124-546002	EXTERMINATION SERVICES	\$3,000		\$3,000	
0014124-546020	PW TREE REMOVAL	\$22,000		\$22,000	
0014124-546025	TREE TRIMMING	\$200,000		\$200,000	
0014124-546030	NEW TREE PLANTING	\$55,000		\$55,000	
SUB-TOTAL PW-GREEN SPACE:		\$830,105	\$0	\$830,105	
TOTAL PUBLIC WORKS EXPENDITURES:		\$1,270,006	\$0	\$1,270,006	

**TOWN OF MIAMI LAKES
FY 2018-19 ADOPTED BUDGET**

Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME/DESCRIPTION	FY2018-19 ADOPTED BUDGET	CARRY-FORWARD AMENDMENT	FY2018-19 AMENDED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
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NON-DEPARTMENTAL					
0011371-519100	BAD DEBT EXPENSE- EMPLOY TAX 1	\$0		\$0	
0011371-519110	BAD DEBT EXPENSE- ALARMS	\$0		\$0	
0011371-581000	OPERATING SURPLUS	\$18,430		\$18,430	
0011371-581002	RESERVE FOR RENEWAL AND REPLACEMENT - SINKING FUND	\$150,000		\$150,000	
0011371-581001	RESERVE FOR LITIGATION/SETTLEMENT	\$350,000		\$350,000	
TOTAL NON-DEPARTMENTAL EXPENDITURES		\$518,430	\$0	\$518,430	

TOTAL GENERAL FUND EXPENDITURES		\$17,718,201	\$821,017	\$18,539,218	
TOTAL REVENUES		\$17,718,201	\$821,017	\$18,539,218	
TOTAL EXPENSES		\$17,718,201	\$821,017	\$18,539,218	
DIFFERENCE		\$0	\$0	\$0	

SPECIAL REVENUE FUND

TRANSPORTATION GAS TAX

REVENUE					
1014134-312410	1ST LOCAL OPT GAS TAXES - 6C	\$395,000		\$395,000	
1014134-370003	SR TRANSP BUDGET CARRYFORWARD	\$111,940		\$111,940	
TOTAL REVENUES		\$506,940	\$0	\$506,940	
EXPENDITURE					
1014134-531355	TRANSP- ADA COMPLIANCE	\$25,000		\$25,000	
1014134-546190	ROADS - POT HOLE REPAIRS	\$20,000		\$20,000	
1014134-546191	SIDEWALK PRESSURE CLEANING	\$80,000		\$80,000	
1014134-546200	ROADS - SIDEWALK REPLACEMENT	\$170,000		\$170,000	
1014134-546210	ROADS - STRIPING & SIGNS	\$20,000		\$20,000	
1014134-549002/5	ROADS - CONTINGENCY	\$111,940		\$111,940	
1014134-553400	TRANSP - ROAD SYSTEM MAINT	\$80,000		\$80,000	
TOTAL EXPENDITURES		\$506,940	\$0	\$506,940	

TRANSIT

REVENUE					
1014414-335180	TRANSPORTATION 20% SALES TAX	\$240,000		\$240,000	
1014414-370006	SR TRANSIT BUDGET CARRYFORWARD	\$144,888	\$35,568	\$180,456	
TOTAL REVENUES		\$384,888	\$35,568	\$420,456	
EXPENDITURE					
1014414-512000	REGULAR SALARIES	\$39,270		\$39,270	
1014414-512999	BONUS/COST OF LIVING ADJUSTMENT	\$1,047		\$1,047	
1014414-521000	PAYROLL TAXES	\$3,004		\$3,004	
1014414-522000	FRS CONTRIBUTIONS	\$3,244		\$3,244	
1014414-523000	HEALTH AND LIFE INSURANCE	\$6,529		\$6,529	
1014414-531000	PROFESSIONAL SERVICES	\$0		\$0	
1014414-531390	TRAFFIC STUDIES	\$20,000	\$35,568	\$55,568	Completion of Park and Ride traffic study
1014414-534141	TRANSIT BUS CIRCULATOR with Freebee	\$228,000		\$228,000	
1014414-545000	TRANSIT BUS/BUS SHELTER INS	\$29,896		\$29,896	
1014414-540000	TRAVEL & PER DIEM	\$1,500		\$1,500	

**TOWN OF MIAMI LAKES
FY 2018-19 ADOPTED BUDGET**

Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME/DESCRIPTION	FY2018-19 ADOPTED BUDGET	CARRY- FORWARD AMENDMENT	FY2018-19 AMENDED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
1014414-546000	TRANSIT BUS SHELTERS REPAIRS & MAINT	\$10,000		\$10,000	
1014414-546007	GPS REPAIR AND MAINTENANCE	\$0		\$0	
1014414-546010	TRANSIT BUS REPAIR AND MAINTENANCE	\$0		\$0	
1014414-549002	CONTINGENCY	\$24,398		\$24,397	
1014414-548000	MARKETING PROMOTIONAL SUPPORT	\$5,000		\$5,000	
1014414-549350	TRANSIT ADMIN PROG EXP5%	\$12,000		\$12,000	
1014414-549442	CAR CHARGING STATION	\$0		\$0	
1014414-552020	FUEL, GAS, OIL	\$0		\$0	
1014414-554010	EDUCATION & TRAINING	\$1,000		\$1,000	
1014414-591040	TRANSFER OUT TO GENERAL FUND	\$0		\$0	
	TOTAL EXPENDITURES	\$384,889	\$35,568	\$420,456	

TREE ORDINANCE - BLACK OLIVE REMOVAL PROGRAM

REVENUE

101-329341	BLACK OLIVE PROGRAM - ANALYSIS				
1012412-329401	BLACK OLIVE PROGRAM - FEE	\$2,500		\$2,500	
1012412-329402	TREE REMOVAL PROGRAM - FEE	\$5,000		\$5,000	
1012412-381119	TRANSF IN FROM GENERAL FUND	\$0		\$0	
1012412-370007	BUDGET CARRYFORWARD	\$23,227		\$23,227	
	TOTAL REVENUES	\$30,727	\$0	\$30,727	

EXPENDITURE

1012412-531205	BLACK OLIVE TREE PROGRAM	\$30,727		\$30,727	
1018108-591040	TRANSFER OUT - GEN FUND	\$0		\$0	
	TOTAL EXPENDITURES	\$30,727	\$0	\$30,727	

PEOPLE'S TRANSPORTATION PLAN (PTP 80%)

REVENUE

1014114-335185	TRANSPORTATION 80% PTP	\$975,000		\$975,000	
1014114-369300	INSURANCE SETTLEMENT	\$0		\$0	
1014114-361100	INTEREST EARNINGS	\$5,000		\$5,000	
1014114-370002	TRANSPORTATION BUDGET CARRYFORWARD	\$122,122	\$12,300	\$134,422	
	TOTAL REVENUES	\$1,102,122	\$12,300	\$1,114,422	

EXPENDITURE

1014114-512000	REGULAR SALARIES	\$39,270		\$39,270	
1014114-512999	BONUS/COST OF LIVING ADJUSTMENT	\$1,047		\$1,047	
1014114-521000	PAYROLL TAXES	\$3,004		\$3,004	
1014114-522000	FRS CONTRIBUTIONS	\$3,244		\$3,244	
1014114-523000	HEALTH AND LIFE INSURANCE	\$6,529		\$6,529	
1014114-531000	PROFESSIONAL SERVICES	\$0		\$0	
1014114-531391	TRANSPORTATION STUDIES	\$20,000	\$12,300	\$32,300	Egan Lane road closure traffic study
1014114-534150	DEMAND SERVICES - CONTRACT	\$0		\$0	
1014114-543010	STREET LIGHTING UTILITIES	\$254,400		\$254,400	
1014114-546000	STREET LIGHTING REPAIRS AND MAINT	\$70,000		\$70,000	
1014114-546008	BIKEPATH/GREENWAY REPAIR & MAINT	\$5,878		\$5,878	
1014114-546230	CONTINGENCY	\$0		\$0	
1014114-549350	ADMIN PTP EXP 5%	\$48,750		\$48,750	
1014114-563612	LED LIGHT RETROFIT	\$0		\$0	
1014114-564000	MACHINERY AND EQUIPMENT	\$0		\$0	
1014114-591041	TRANSFER CAPITAL-TRANSPORTATION	\$650,000		\$650,000	
	TOTAL EXPENDITURES	\$1,102,122	\$12,300	\$1,114,422	

**TOWN OF MIAMI LAKES
FY 2018-19 ADOPTED BUDGET**

Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME/DESCRIPTION	FY2018-19 ADOPTED BUDGET	CARRY-FORWARD AMENDMENT	FY2018-19 AMENDED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
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MOBILITY FEE TRUST ACCOUNT FUND

REVENUE

1014184-329002	MOBILITY FEE	\$335,000		\$335,000	
101 370008	BUDGET CARRYFORWARD	\$0		\$0	
	TOTAL REVENUES	\$335,000	\$0	\$335,000	

EXPENDITURE

1014184 549002	CONTINGENCY RESERVES	\$0		\$0	
1014184-531000	PROFESSIONAL SERVICES	\$20,500		\$20,500	
1014184 531390	TRAFFIC STUDIES	\$0		\$0	
1014184 591041	TRANSFER TO CAPITAL-TRANSPORTATION	\$314,500		\$314,500	
	TOTAL EXPENDITURES	\$335,000	\$0	\$335,000	

SPECIAL REVENUES - OTHER

REVENUE

1011361 329003	CONTRIBUTION FROM DEVELOPER	\$0		\$0	
101 370009	BUDGET CARRYFORWARD	\$300,000		\$300,000	
	TOTAL REVENUES	\$300,000	\$0	\$300,000	

EXPENDITURE

1011361 549002	CONTINGENCY FOR EDUCATION	\$300,000		\$300,000	
	TOTAL EXPENDITURES	\$300,000	\$0	\$300,000	

TOTAL SPECIAL REVENUE FUND REVENUES:	\$2,659,678	\$47,868	\$2,707,546
TOTAL SPECIAL REVENUE FUND EXPENDITURES:	\$2,659,678	\$47,868	\$2,707,546

BUILDING DEPARTMENT FUND

REVENUE

1072432-322110	BUILDING PERMITS - TECHNOLOGY FEE	\$200,000		\$200,000	
107 322111	BUILDING PERMITS - LOST PLANS	\$10,000		\$10,000	
107 322113	BUILDING PERMITS	\$2,000,000		\$2,000,000	
107 322114	BUILDING PERMITS - VIOLATION FEE	\$50,000		\$50,000	
107 354110	CODE COMPLIANCE PD EARLY	\$0		\$0	
107 361100	INTEREST INCOME	\$10,000		\$10,000	
107 370000	FUND BALANCE CARRYFORWARD	\$2,544,366		\$2,544,366	
107 380900	MISCELLANEOUS INCOME	\$0		\$0	
107 381109	TRANSFER FROM GENERAL FUND	\$0		\$0	
	TOTAL REVENUES	\$4,814,366	\$0	\$4,814,366	

EXPENDITURE

1072402-512000	REGULAR SALARIES	\$1,201,717		\$1,201,717	
1072402-514000	OVERTIME	\$0		\$0	
1072402-512999	EMPLOYEE BONUS/COLA	\$32,037		\$32,037	
1072402-521000	PAYROLL TAXES	\$92,292		\$92,292	
1072402-522000	FRS CONTRIBUTIONS	\$99,178		\$99,178	
1072402-523000	HEALTH & LIFE INSURANCE	\$154,690		\$154,690	

**TOWN OF MIAMI LAKES
FY 2018-19 ADOPTED BUDGET**

Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME/DESCRIPTION	FY2018-19 ADOPTED BUDGET	CARRY- FORWARD AMENDMENT	FY2018-19 AMENDED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
1072402-523100	WIRELESS STIPEND	\$2,400		\$2,400	
1072402-531000	PROFESSIONAL SERVICES	\$225,000		\$225,000	
1072402-534110	BUILDING CONTRACTUAL SERVICE	\$7,500		\$7,500	
1072402-540000	BUILDING TRAVEL & PER DIEM	\$2,500		\$2,500	
1072402-540010	CAR ALLOWANCE	\$24,000		\$24,000	
0032402-541010	BUILDING CELL PHONES	\$0		\$0	
1072402-544010	BUILDING COPIER LEASE	\$2,220		\$2,220	
1072402-545000	INSURANCE	\$62,327		\$62,327	
1072402-546000	REPAIR AND MAINTENANCE CONTRACTS	\$0		\$0	
1072402-549002	CONTINGENCY	\$2,523,916		\$2,523,916	
1072402-547000	PRINTING & BINDING	\$600		\$600	
1072402-549070	BUILDING ADMIN SUPPORT	\$235,682		\$235,682	
1072402-549093	BUILDING - CREDIT CARD FEES	\$46,975		\$46,975	
1072402-551000	BUILDING OFFICE SUPPLIES	\$0		\$0	
1072402-552000	ISF-M OPERATING SUPPLIES	\$0		\$0	
1072402-552010	BUILDING UNIFORMS & BADGES	\$4,000		\$4,000	
1072402-554000	BOOKS/PUBLIC/SUBSCRIP/MEM	\$1,280		\$1,280	
1072402-554010	EDUCATION AND TRAINING	\$2,500		\$2,500	
1072402-564000	MACH & EQUIP	\$0		\$0	
1072402-591013	TRANSFER TO FACILITIES MAINTENANCE FUI	\$44,776		\$44,776	
1072402-591040	TRANSFER TO GENERAL FUND	\$0		\$0	
		\$4,765,590	\$0	\$4,765,590	
1072432-546500	SOFTWARE MAINTENANCE	\$34,036		\$34,036	
1072432-531080	ELECT RECORDS STORAGE/DIGITAL IMAGING	\$6,000		\$6,000	
1072432-541001	REMOTE ACCESS DEVICE DATA PLAN	\$8,740		\$8,740	
1072432-564000	MACHINERY AND EQUIPMENT	\$0		\$0	
1072432-566000	SOFTWARE	\$0		\$0	
		\$48,776	\$0	\$48,776	
	TOTAL BUILDING DEPARTMENT REVENUE	\$4,814,366	\$0	\$4,814,366	
	TOTAL BUILDING DEPARTMENT EXPENSES	\$4,814,366	\$0	\$4,814,366	

ELECTRIC UTILITY TAX REVENUE

REVENUES

103-314100	ELECTRIC UTILITY SERVICE TAX	\$3,223,246		\$3,223,246	
103-314101	ELECTRIC UTILITY SERVICE TAX TO GF	-\$2,850,501		-\$2,850,501	
103-370000	ELEC UTIL BUDGET CARRYFORWARD	\$0		\$0	
103-381210	TRANS GF ELEC UTIL	\$0		\$0	
	TOTAL REVENUES	\$372,745	\$0	\$372,745	

EXPENDITURES

1038108-531000	PROFESSIONAL SERVICES	\$0		\$0	
1038108-546230	CONTINGENCY	\$0		\$0	
1038108-549090	FINANCIAL INSTITUTION FEES	\$0		\$0	
1038108-549091	ANNUAL DISSEMINATION AGENT FEE	\$2,000		\$2,000	
1038108-591070	TRANSFER TO DEBT SERV FUND	\$370,745		\$370,745	
	TOTAL EXPENDITURES	\$372,745	\$0	\$372,745	

**TOWN OF MIAMI LAKES
FY 2018-19 ADOPTED BUDGET**

Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME/DESCRIPTION	FY2018-19 ADOPTED BUDGET	CARRY-FORWARD AMENDMENT	FY2018-19 AMENDED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
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IMPACT FEES FUND

PARKS IMPROVEMENT

REVENUES

1057207-324270 PIMP	PARKS IMPACT FEES - IMPROVEMENTS	\$670,000		\$670,000	
105-361100	INTEREST INCOME	\$0		\$0	
1057207-370001 PIMP	PARKS BUDGET CARRYFORWARD	\$158,743		\$158,743	
TOTAL REVENUES		\$828,743	\$0	\$828,743	

EXPENDITURES

1057207-591035 PIMP	TRANSFER TO CPF - PARKS (PIMP)	\$828,743		\$828,743	
1057207-549002 PIMP	CONTINGENCY - IMPROVEMENTS	\$0		\$0	
TOTAL EXPENDITURES		\$828,743	\$0	\$828,743	

PARKS OPEN SPACE

REVENUES

1057207-324270 POS	PARKS IMPACT FEES - OPEN SPACE	\$670,000		\$670,000	
1057207-370001 POS	PARKS BUDGET CARRYFORWARD	\$893,249		\$893,249	
TOTAL REVENUES		\$1,563,249	\$0	\$1,563,249	

EXPENDITURES

1057207-591035 POS	TRANSFER TO CPF - PARKS (POS)	\$0		\$0	
1057207-549002 POS	CONTINGENCY - OPEN SPACE	\$1,563,249		\$1,563,249	
TOTAL EXPENDITURES		\$1,563,249	\$0	\$1,563,249	

PUBLIC SAFETY IMPACT FEES

REVENUES

1052102-324220	PUBLIC SAFETY IMPACT FEES	\$310,000		\$310,000	
1052102-361100	INTEREST INCOME	\$0		\$0	
1052102-370015	PUBLIC SAFETY BUDGET CARRYFORWARD	\$120,597		\$120,597	
TOTAL REVENUES		\$430,597	\$0	\$430,597	

EXPENDITURES

1052102-564000	LICENSE PLATE RECOGNITION SOFTWARE	\$200,000		\$200,000	
1052102-564000	MOBILE SPEED RADAR	\$45,000		\$45,000	
1052102-549002	CONTINGENCY	\$185,597		\$185,597	
1052102-581050	TRANSFER TO CPF - FACILITIES	\$0		\$0	
1052102-591010	TRANSFER TO SRF	\$0		\$0	
1052102-591022	TRANSFER TO CPF - FACILITIES	\$0		\$0	
TOTAL EXPENDITURES		\$430,597	\$0	\$430,597	

**TOWN OF MIAMI LAKES
FY 2018-19 ADOPTED BUDGET**

Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME/DESCRIPTION	FY2018-19 ADOPTED BUDGET	CARRY-FORWARD AMENDMENT	FY2018-19 AMENDED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
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ROAD IMPACT FEES (IN LIEU OF)

REVENUES

1054144-324230	CONTRIBUTION IN LIEU OF ROAD IMPACT FE	\$641,934		\$641,934	
1054144-XXXXXX	BUDGET CARRYFORWARD	\$0		\$0	
	TOTAL REVENUES	\$641,934	\$0	\$641,934	

EXPENDITURES

1054114-549002	CONTINGENCY	\$0		\$0	
1054144-581050	TRANSFER TO CPF - TRANSPORTATION IMPRV	\$641,934		\$641,934	
	TOTAL EXPENDITURES	\$641,934	\$0	\$641,934	

TOTAL IMPACT FEE FUND REVENUES:	\$3,464,523	\$0	\$3,464,523
TOTAL IMPACT FEE FUND EXPENDITURES:	\$3,464,523	\$0	\$3,464,523

DEBT SERVICE FUND

REVENUES

200-361100	INTEREST INCOME	\$0		\$0	
200-381212	TRANSFER IN FROM ELEC UTIL FD	\$370,745		\$370,745	
200-384002	FEDERAL DIRECT PAYMENT	\$179,304		\$179,304	
	TOTAL REVENUES	\$550,049	\$0	\$550,049	

EXPENDITURES

2001731-549090	FINANCIAL INSTITUTION FEES	\$1,350		\$1,350	
2001731-549092	8038 CP PREPARATION FEES	\$200		\$200	
2001731-572000	SERIES 2010 INTEREST	\$548,499		\$548,499	
2001731-591071	TRANSFER OUT - ELECTRIC UTILITY REVENUE	\$0		\$0	
	TOTAL EXPENDITURES	\$550,049	\$0	\$550,049	

CAPITAL PROJECTS FUND

FACILITIES AND EQUIPMENT IMPROVEMENT

REVENUES

3013903-361100	INTEREST INCOME	\$0		\$0	
3013903-381114	TRANSFER FROM IMPACT FEE FUND - POLICI	\$0		\$0	
3013903-370000 F	CAP PROJ BUDGET CARRYFORWARD	\$26,967	\$17,564	\$44,531	Adjustment to carryforward fund balance
	TOTAL REVENUES	\$26,967	\$17,564	\$44,531	

EXPENDITURES

3013903-549002	RESERVE FOR FACILITIES & EQUIP IMPROV	\$26,967		\$26,967	
3013903-564000	MACHINERY & EQUIPMENT	\$0	\$17,564	\$17,564	Completion of emergency generator and enclosure
3013903-581040	TRANSFER TO GENERAL FUND	\$0		\$0	
	TOTAL EXPENDITURES	\$26,967	\$17,564	\$44,531	

**TOWN OF MIAMI LAKES
FY 2018-19 ADOPTED BUDGET**

Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME/DESCRIPTION	FY2018-19 ADOPTED BUDGET	CARRY- FORWARD AMENDMENT	FY2018-19 AMENDED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
<u>PARKS IMPROVEMENTS</u>					
REVENUES					
3017207 331904 G1703	FDOT - 2017 HIGHWAY BEAUTIFICATION GR/	\$0		\$0	
3017217 331905 G1802	FLORIDA DEPT OF AGRICULTURE &CONSUMER SERVICES	\$225,000		\$225,000	
301-369300	SETTLEMENTS/INSURANCE CLAIMS	\$0		\$0	
3017207-337206	NEAT STREETS GRANT	\$0		\$0	
301-370001	CAP PARKS BUDGET CARRYFORWARD	\$403,882	\$215,986	\$619,868	Adjustment to carryforward fund balance
301-381106	TRANS FR GENERAL FUND - PARKS	\$106,000	\$611,670	\$717,670	Transfer to Capital Projects Fund for MLOP Master Plan construction (\$391,670), MLOP Storage Facility renovation (\$150,000), and pocket park re-sodding (\$70,000)
301-381115 POS	TRANS FR PARKS IMPACT FEE FD - OPEN SPA	\$0		\$0	
301-381115 PIMP	TRANS FR PARKS IMPACT FEE FD - IMPROV	\$828,743		\$828,743	
TOTAL REVENUES:		\$1,563,625	\$827,656	\$2,391,281	
EXPENDITURES					
3017207-563505	DOG PARK	\$0		\$0	
3017237-563510	MINI PARKS REHAB TOT LOTS			\$0	
3017207-546230/5	CIP RESERVE FOR PARKS	\$0	\$7,752	\$7,752	Adjustment to contingency
3017237-563525	MINI PARKS SEVILLA ESTATES			\$0	
3017327-562065	SENIOR CENTER BUILDOUT	\$500,000		\$500,000	
3017247-563001	IT INFRASTRUCTURE	\$0		\$0	
3017207-563610	NIC BEAUTIFICATION MATCHING GRANT PROGRAM			\$0	
3017237-563530	MINI PARKS IMPROVEMENTS			\$0	
3017207-563003	WEST LAKE NEIGHBORHOOD REFORESTATIO	\$0		\$0	
TOTAL ADMINISTRATIVE PROJECTS:		\$500,000	\$7,752	\$507,752	
3017207 563610 G	FDOT HIGHWAY BEAUTIFICATION	\$0		\$0	
TOTAL GREENWAY AND TRAILS:		\$0	\$0	\$0	
3017217-563000	ROP BALLFIELDS IMPROVEMENTS	\$0		\$0	
3017217-563000	ROP SPORTS FIELDS LED RETROFIT	\$250,000		\$250,000	
TOTAL ROYAL OAKS PARK PROJECTS:		\$250,000	\$0	\$250,000	
3017247-562000	MLOP CLUBHOUSE/FURNITURE & FIXTURES	\$0		\$0	
3017247-564000	MACHINERY AND EQUIPMENT	\$0		\$0	
3017247-562060	MLOP MARINA	\$0		\$0	
3017247-563001	MLOP STORAGE FACILITY	\$80,000	\$150,000	\$230,000	Complete remodel and update of structure to meet current Code and reconfigure interior for ADA compliance.
3017247-567000	MLOP WORKS OF ART/COLLECTIONS	\$0	\$15,000	\$15,000	Artwork for MLOP Clubhouse
3017247-563618	MLOP MASTER PLAN	\$553,625	\$519,904	\$1,073,529	Funding to complete design, construction documents and commence construction.
TOTAL MIAMI LAKES OPTIMIST PARK		\$633,625	\$684,904	\$1,318,529	

**TOWN OF MIAMI LAKES
FY 2018-19 ADOPTED BUDGET**

Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME/DESCRIPTION	FY2018-19 ADOPTED BUDGET	CARRY- FORWARD AMENDMENT	FY2018-19 AMENDED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
3017257-563541	POCKET PARK SOD RESTORATION	\$0	\$70,000	\$70,000	Resodding of pocket parks reduced from \$100,000 Parks furniture including benches, tables, receptacles. Phase 2 of 3
3017257-564000	MINI PARKS IMPROVEMENTS	\$0	\$65,000	\$65,000	
TOTAL MINI PARKS		\$0	\$135,000	\$135,000	
3017277-563538	BRIDGE PARK	\$0		\$0	
3017287-563540	PAR 3 PARK	\$150,000		\$150,000	
3017297-563539	PASSIVE PARK DEVELOPMENT	\$30,000		\$30,000	
3017317-531000	MADDEN'S HAMMOCK PARK/PROF SERVICE!	\$0		\$0	
TOTAL PASSIVE PARK DEVELOPMENT		\$180,000	\$0	\$180,000	
TOTAL PARKS IMPROVEMENTS EXPENDITURES		\$1,563,625	\$827,656	\$2,391,281	

TRANSPORTATION IMPROVEMENTS

REVENUES

3014134-312420	SECOND LOC OPT GAS TAXE 3 cent	\$152,000		\$152,000	
3014134-331903 G1606	MPO GRANT - COMPLETE STREETS	\$0		\$0	
3014134-337207 G1801	TPO GRANT - SMART MOBILITY	\$40,000		\$40,000	
301-331492 G1401	FEDERAL GRANT - TRANSPORTATION ALTERNATIVE PROGRAM (TAP)	\$1,000,000		\$1,000,000	
301-334202	SAFE ROUTES TO SCHOOL	\$521,638	\$200,000	\$721,638	Additional grant funds from FDOT
301-334203	STATE GRANT	\$0		\$0	
3014134 331907 G1805	COUNTY GRANT - CIGP - NW 59 AVE RDWY EXTENSION	\$1,140,500		\$1,140,500	
301-361100	INTEREST INCOME	\$16,000		\$16,000	
3014134-381111	TRANSF F/SRF PTP	\$650,000		\$650,000	
3014144-381304 001/002	TRANSF FROM DEVELOPER CONTRIBUTION IN LIEU OF ROAD IMPACT FEE FUND	\$641,934		\$641,934	
3014184-381120	TRANSF FROM MOBILITY FEE FUND	\$314,500		\$314,500	
3014134-370003	CAPTRANSB BUDGET CARRYFORWARD	\$883,577	\$182,679	\$1,066,256	Adjustment to carryforward fund balance
TOTAL REVENUES		\$5,360,149	\$382,679	\$5,742,828	

EXPENDITURES

3014134-531336 G1801	SMART MOBILITY AND FUTURE TECHNOLOGY TRANSPORTATION STUDY	\$50,000		\$50,000	
3014134-546230/5	CIP RESERVE FOR TRANSPORT	\$130,502	-\$129,938	\$564	Adjustment to contingency of -\$72,938 and transfer to Safe Routes to School project \$57,000
3014134-549350	TRANSPORTATION 5% ADMIN			\$0	
3014134-563011	BUS SHELTER ACQUISITION	\$0		\$0	
3014134-563029	59TH AVENUE EXTENSION, PUBLIC WORKS STORAGE YARD AND BOAT YARD	\$2,340,500	\$2,299	\$2,342,799	Carryforward project balance \$6,760 and transfer to Safe Routes to School project \$4,461
3014134-563059	TRANSP LAKE MARTHA IMPROV	\$0		\$0	
3014134-563060	TRANSP LAKE SARAH IMPROV	\$0	\$59,500	\$59,500	Carryforward project balance
3014134-563065	SAFE ROUTES TO SCHOOL ALONG MLS	\$685,400	\$358,461	\$1,043,861	Carryforward project balance \$32,000 and additional grant with local match \$326,461
3014134-563066	HUTCHINSON ROADWAY & DRAINAGE IMPR	\$0		\$0	

**TOWN OF MIAMI LAKES
FY 2018-19 ADOPTED BUDGET**

Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME/DESCRIPTION	FY2018-19 ADOPTED BUDGET	CARRY-FORWARD AMENDMENT	FY2018-19 AMENDED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
3014134-563202	WINDMILL GATE ROAD IMPROVEMENTS	\$190,000	-\$65,000	\$125,000	Transfer to Safe Routes to School project \$65,000
3014144-563725	PALMETTO & NW 67TH AVENUE WIDENING	\$441,747		\$441,747	
3014134-563607	COMPLETE STREETS IMPLEMENTATION PLAN	\$0		\$0	
3014134-563608	COMPLETE STREET IMPLEMENTATION : BUSINESS PARK EAST (NW 60TH AVE)	\$1,115,000	\$82,494	\$1,197,494	Carryforward project balance
3014134-563616	COMPLETE STREET IMPLEMENTATION: MAIN STREET EAST (NW 151 AND 153 STREETS)	\$0		\$0	
3014134-563617	MIAMI LAKEWAY SOUTH RESURFACE	\$257,000	\$2,659	\$259,659	Carryforward project balance
3014184-563609	NW 146/159 STREET UNDERPASSES	\$0		\$0	
3014184-563613	160TH STREET UNDERPASS BRIDGE	\$0		\$0	
3014184-563614	ADAPTIVE SIGNALIZATION PROGRAM	\$0	\$72,204	\$72,204	Carryforward project balance
3014184-563615	82ND AVENUE & OAK LANE RECONFIGURATION	\$0		\$0	
3014134-591030	TRANSF TO STORMWATER CIP	\$150,000		\$150,000	
TOTAL EXPENDITURES:		\$5,360,149	\$382,679	\$5,742,828	

STORMWATER IMPROVEMENTS

REVENUES

3013803-334360	STORMWATER GRANTS LKSAR	\$0	\$425,000	\$425,000	Carryforward Legislative grant for Lake Sarah Roadway and Drainage project (\$300,000 + \$125,000)
3013803-334361	STORMWATER GRANTS G1706	\$875,000	\$125,000	\$1,000,000	Carryforward Legislative grant for Canal Bank Stabilization Phase 2
3013803-331906	FEMA - WEST LAKE PHASE 3 G1806	\$1,462,500		\$1,462,500	
3013803-334507	STATE LEGISLATIVE GRANT - WEST LAKE PHASE 3 G1804	\$500,000		\$500,000	
3013803-334362-	STATE LEGISLATIVE GRANT - ROYAL OAKS DRAINAGE G1803	\$500,000		\$500,000	
3013803-370004	CAPITAL SW BUDGET CARRYFORWD	\$0	-\$356,482	-\$356,482	Adjustment to carryforward fund balance
301-381111	TRANSF IN-PEOPLES TRANSPORTATION PRG1	\$150,000		\$150,000	
3013803-381400	TRANSF IN-STORMWATER	\$350,000		\$350,000	
TOTAL REVENUES:		\$3,837,500	\$193,518	\$4,031,018	

EXPENDITURES

3013803-563039	WEST LAKE ROADWAY & DRAINAGE - NW 148TH TERRACE/ NW 148TH STREET/ NW 149TH TERRACE	\$1,962,500	\$17,500	\$1,980,000	Carryforward project balance
3013803-563041	ROYAL OAKS DRAINAGE & ROADWAY IMPROVEMENTS	\$1,000,000	\$2,694	\$1,002,694	Carryforward project balance
3013803-563042	CANAL BANK STABILIZATION - PHASE 1	\$0		\$0	
3013803-563042	CANAL BANK STABILIZATION - PHASE 2 G1706	\$875,000	\$31,766	\$906,766	Carryforward project balance

**TOWN OF MIAMI LAKES
FY 2018-19 ADOPTED BUDGET**

Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME/DESCRIPTION	FY2018-19 ADOPTED BUDGET	CARRY-FORWARD AMENDMENT	FY2018-19 AMENDED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
3013803-563060	LAKE SARAH IMPROVEMENT	\$0	\$110,500	\$110,500	Carryforward project balance
3013803-563066	HUTCHINSON ROADWAY & DRAINAGE IMPR	\$0		\$0	
3013803-581000	OPERATING CONTINGENCY- STORM	\$0	\$31,058	\$31,058	Adjustment to contingency
TOTAL EXPENDITURES:		\$3,837,500	\$193,518	\$4,031,018	

TOTAL CAPITAL FUND PROJECTS REVENUES	\$10,788,241	\$1,421,417	\$12,209,658
TOTAL CAPITAL FUND PROJECTS EXPENDITURES	\$10,788,241	\$1,421,417	\$12,209,658

STORMWATER UTILITY FUND

REVENUES

401-343900	STORMWATER UTILITY FEES	\$1,100,000		\$1,100,000	
401-361100	INTEREST EARNINGS	\$40,000		\$40,000	
401-370004	STORMWATER BUDGET CARRYFORWD	\$181,351	\$49,366	\$230,717	Adjustment to carryforward fund balance
401-381000	INTER-FUND TRANSFERS	\$0		\$0	
TOTAL REVENUES:		\$1,321,351	\$49,366	\$1,370,717	

EXPENDITURES

4013803-512006	ADMINISTRATIVE SUPP TO STORMWATER				
4013803-546180	WASAD FEE COLLECTION	\$36,220		\$36,220	
4013803-549060	STORMWATER ADMINISTRATION	\$98,606		\$98,606	
4013803-549100	PUBLIC OUTREACH/WORKSHOPS	\$3,000		\$3,000	
4013803-554000	BOOKS PUBLICATIONS	\$1,000		\$1,000	
4013803-554010	TRAINING AND EDUCATION	\$3,205		\$3,205	
4013803-559030	DEPR EQUIP & FURNIT	\$0		\$0	
4013803-559040	DEPRECIATION INFRASTRUCTURE	\$0		\$0	
4013803-570000	S/W UTIL REVENUE BOND DEBT	\$69,326		\$69,326	
4013803-570011	FEMA FUNDED CANAL DREDGING PAYMENT	\$15,679		\$15,679	
4013803-591030	TRANSFER TO CAP PROJECTS FD	\$350,000		\$350,000	
TOTAL STORMWATER UTILITY EXPENSES		\$577,036	\$0	\$577,036	

4013813-531370	NPDES COMPUT. DISCHARGE MOD	\$1,000		\$1,000	
4013813-546150	NPDES PERMIT FEES	\$16,545		\$16,545	
TOTAL NPDES COSTS		\$17,545	\$0	\$17,545	

4013823-512000	REGULAR SALARIES	\$164,138		\$164,138	
4013823-512999	EMPLOYEE BONUS/COLA	\$4,376		\$4,376	
4013823-514000	STORMWATER OVERTIME	\$1,000		\$1,000	
4013823-516000	COMPENSATED ABSENCES - CURRENT	\$0		\$0	
4013823-521000	PAYROLL TAXES	\$12,557		\$12,557	
4013823-522000	FRS CONTRIBUTIONS	\$13,558		\$13,558	
4013823-523000	HEALTH & LIFE INSURANCE	\$36,307		\$36,307	
4013823-523100	WIRELESS STIPEND	\$1,200		\$1,200	
4013823-531000	LAKE QUALITY ASSESSMENT	\$0	\$28,842	\$28,842	Carryforward project balance
4013823-531001	PROF SERV -ENGINEERING/LEGAL	\$0		\$0	
4013823-531212	MASTER PLAN UPDATE	\$0	\$20,524	\$20,524	Carryforward project balance

**TOWN OF MIAMI LAKES
FY 2018-19 ADOPTED BUDGET**

Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME/DESCRIPTION	FY2018-19 ADOPTED BUDGET	CARRY- FORWARD AMENDMENT	FY2018-19 AMENDED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
4013823-531331	STORMWATER INSPECTOR	\$50,000		\$50,000	
4013823-541001	MISC EXPENSES/REMOTE ACCESS DEVICE	\$960		\$960	
4013823-545000	INSURANCE	\$16,594		\$16,594	
4013823-546000	CLEAN BASINS PIPES TRENCHES	\$49,500		\$49,500	
4013823-546120	MINOR REPAIRS & IMPROVEMENTS	\$20,000		\$20,000	
4013823-546130	COMMUNITY RATING SYSTEM	\$2,000		\$2,000	
4013823-546160	STREET SWEEPING	\$32,000		\$32,000	
4013823-546161	REPAIR AND MAINTENANCE	\$15,000		\$15,000	
4013823-546170	CANAL MAINTENANCE	\$252,956		\$252,956	
4013823-549002	STORMWATER CONTINGENCY	\$0		\$0	
4013823-552010	UNIFORMS	\$1,400		\$1,400	
4013823-552020	GAS, OIL, LUBRICANTS	\$13,000		\$13,000	
4013823-564000	MACHINERY AND EQUIPMENT	\$0		\$0	
4013823-566002	COMPUTER SOFTWARE/LICENSES	\$40,224		\$40,224	
	TOTAL STORMWATER OPERATING	\$726,770	\$49,366	\$776,136	
TOTAL STORMWATER UTILITY REVENUES		\$1,321,351	\$49,366	\$1,370,717	
TOTAL STORMWATER UTILITY EXPENDITUR		\$1,321,351	\$49,366	\$1,370,717	

FACILITY MAINTENANCE FUND

REVENUES

501-381116	TRANS FROM GENERAL FUND - ADMINISTRA	\$206,657		\$206,657	
501-381117	TRANS FROM GENERAL FUND - POLICE	\$92,996		\$92,996	
501-381118	TRANS FROM BUILDING FUND	\$44,776		\$44,776	
	TOTAL FACILITY MAINTENANCE REVENUES:	\$344,429	\$0	\$344,429	

EXPENDITURES

5011901-512000	SALARIES	\$59,160		\$59,160	
5011901-512999	BONUS/COST OF LIVING ADJUSTMENT	\$1,577		\$1,577	
5011901-521000	PAYROLL TAXES	\$4,526		\$4,526	
5011901-522000	FRS CONTRIBUTIONS	\$4,887		\$4,887	
5011901-523000	HEALTH & LIFE INSURANCE	\$11,744		\$11,744	
5011901-523100	WIRELESS STIPEND	\$480		\$480	
5011901-534010	JANITORIAL	\$58,000		\$58,000	
5011901-541000	TELEPHONE SERVICES	\$15,240		\$15,240	
5011901-541001	REMOTE ACCESS DEVICE	\$960		\$960	
5011901-543000	UTILITIES	\$65,163		\$65,163	
5011901-546000	REPAIR AND MAINT CONTRACTS	\$76,500		\$76,500	
5011901-546010	VEHICLE REPAIR AND MAINTENANCE	\$500		\$500	
2011901-549260	HURRICANE EXPENSES	\$1,500		\$1,500	
5011901-551000	OFFICE SUPPLIES	\$36,500		\$36,500	
5011901-552020	GAS, OIL LUBRICANTS	\$4,000		\$4,000	
5011901-554000	BOOKS/PUBLIC/SUBSCRIP/MEMBERSHIPS	\$342		\$342	
5011901-554010	EDUCATION AND TRAINING	\$2,000		\$2,000	
5011901-566002	COMPUTER SOFTWARE LICENSES	\$1,350		\$1,350	
	TOTAL FACILITY MAINTENANCE EXPENDITUR	\$344,429	\$0	\$344,429	

TOTAL ALL FUNDS - REVENUES		\$42,033,583	\$2,339,668	\$44,373,251	
TOTAL ALL FUNDS - EXPENDITURES		\$42,033,583	\$2,339,668	\$44,373,251	

TOWN OF MIAMI LAKES
FY 2018-19 AMENDED BUDGET
FIVE-YEAR CAPITAL IMPROVEMENT PLAN
Revenue and Expenditure by Line Item

ACCOUNT NAME/DESCRIPTION	FY2018-19	FY2019-20	FY2020-21	FY2021-22	FY2022-23	COMMENTS
FACILITIES AND EQUIPMENT IMPROVEMENT						
REVENUES						
TRANSFER FROM GENERAL FUND	\$0	\$150,000	\$150,000	\$150,000	\$150,000	Transfer from General Fund for long term maintenance requirements on all Town facilities
CAP PROJ BUDGET CARRYFORWARD	\$26,967	\$0	\$0	\$0	\$0	Prior year carryforward sub-fund balance
TOTAL REVENUES	\$26,967	\$150,000	\$150,000	\$150,000	\$150,000	
EXPENDITURES						
RESERVE FOR FACILITIES AND EQUIPMENT IMPROV	\$26,967	\$0	\$0	\$0	\$0	
FACILITY RENEWAL AND REPLACEMENT	\$0	\$150,000	\$150,000	\$150,000	\$150,000	Outgoing years reflect cost of maintenance requirements for all Town facilities.
TOTAL EXPENDITURES	\$26,967	\$150,000	\$150,000	\$150,000	\$150,000	
PARKS IMPROVEMENT						
REVENUES						
FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES	\$225,000	\$0	\$0	\$0	\$0	Royal Oaks Park Sports Fields LED Retrofit grant (\$225,000). Town to match \$25,000
SHORT TERM LOAN PROGRAM	\$0	\$0	\$0	\$0	\$0	Loan Program for MLOP Master Plan. Total project cost \$4.5M offset by savings from LED conversion (\$600,000) and cell phone tower revenues (\$300,000), Parks Improvement Impact Fees (\$809,602), and General Fund contribution (\$106,000) and carryover fund balance (\$78,625)
LOAN	\$0	\$0	\$0	\$5,000,000	\$0	Issuance of Loan for construction of Madden's Hammock Park
TRANSF IN - GENERAL FUND FOR PARKS PROJECTS	\$106,000	\$0	\$0	\$0	\$0	Transfer in from General Fund for MLOP Master Plan
GF TRANSF BEAUTIFCATION GRANT MATCH	\$0	\$10,000	\$10,000	\$10,000	\$10,000	Town's matching grant for Neighborhood Improvement
TRANSF IN- PARKS IMPACT FEE FUND - OPEN SPACE	\$0	\$1,075,000	\$2,000,000	\$0	\$0	Transfers from Parks Impact Fee Fund - Open Space for Par 3 Park design FY20 and construction in FY21
TRANSF IN- PARKS IMPACT FEE FUND - IMPROVEMENTS	\$828,743	\$0	\$0	\$0	\$0	Transfer from Parks Improvement Impact Fee Fund for build-up of Senior Center interior (\$500,000) and MLOP Master Plan (\$328,743)
CAP PARKS BUDGET CARRYFORWARD	\$403,882	\$0	\$0	\$0	\$0	Prior year carryforward sub-fund balance
TOTAL REVENUES:	\$1,563,625	\$1,085,000	\$2,010,000	\$5,010,000	\$10,000	

TOWN OF MIAMI LAKES
FY 2018-19 AMENDED BUDGET
FIVE-YEAR CAPITAL IMPROVEMENT PLAN
Revenue and Expenditure by Line Item

ACCOUNT NAME/DESCRIPTION	FY2018-19	FY2019-20	FY2020-21	FY2021-22	FY2022-23	COMMENTS
EXPENDITURES						
CIP RESERVE FOR PARKS	\$0	\$0	\$0	\$0	\$0	Reserve for future parks improvement projects
SENIOR CENTER INTERIOR BUILDUP	\$500,000		\$0	\$0	\$0	Interior build up of a 6,000 square foot shell building for a senior community/activity center
NIC BEAUTIFICATION MATCHING GRANT PROGRAM	\$0	\$10,000	\$10,000	\$10,000	\$10,000	Grant match funding for neighborhood improvement
TOTAL CLS ADMINISTRATIVE PROJECTS:	\$500,000	\$10,000	\$10,000	\$10,000	\$10,000	
ROP SPORTS FIELDS LED RETROFIT	\$250,000	\$0	\$0	\$0	\$0	Retrofit lighting at two sports fields
TOTAL ROYAL OAK PARK:	\$250,000	\$0	\$0	\$0	\$0	
MLOP MASTER PLAN	\$553,625	\$0	\$0	\$0	\$0	Funding to complete MLOP Master Plan design and construction.
AIRNASIUM (MLOP MASTER PLAN OPTION)	\$0	\$0	\$0	\$0	\$0	Option for MLOP Master Plan
MLOP STORAGE FACILITY	\$80,000	\$0	\$0	\$0	\$0	Replace roof, air condition and refurbish interior
TOTAL MIAMI LAKES OPTIMIST PARK:	\$633,625	\$0	\$0	\$0	\$0	
PAR 3 PARK	\$150,000	\$1,000,000	\$2,000,000	\$0	\$0	Funding for design in FY19 from developer's contribution. Construction to commence in FY20 and completed by FY21 from Open Space Impact Fee Funds. Total estimated project cost \$3M.
PASSIVE PARK (ROYAL OAKS PARK)	\$30,000	\$0	\$0	\$0	\$0	Redevelopment of SW vacant parcel of Royal Oaks Park for passive community use
MADDEN'S HAMMOCK PARK	\$0	\$75,000	\$0	\$5,000,000	\$0	Design services for Madden's Hammock with construction to commence in FY22. Total estimated project cost \$5.075M.
TOTAL PASSIVE PARK	\$180,000	\$1,075,000	\$2,000,000	\$5,000,000	\$0	
TOTAL PARKS IMPROVEMENTS EXPENDITURES	\$1,563,625	\$1,085,000	\$2,010,000	\$5,010,000	\$10,000	

TOWN OF MIAMI LAKES
FY 2018-19 AMENDED BUDGET
FIVE-YEAR CAPITAL IMPROVEMENT PLAN
Revenue and Expenditure by Line Item

ACCOUNT NAME/DESCRIPTION	FY2018-19	FY2019-20	FY2020-21	FY2021-22	FY2022-23	COMMENTS
TRANSPORTATION IMPROVEMENT						
REVENUES						
SECOND LOCAL OPTION GAS TAX 3 cent	\$152,000	\$150,000	\$150,000	\$150,000	\$150,000	1 to 5 cent tax per Florida Statute 336.025
MPO/TPO GRANT	\$40,000	\$0	\$0	\$0	\$0	
FEDERAL GRANT - TRANSPORTATION ALTERNATIVE PROGRAM (TAP)	\$1,000,000	\$0	\$0	\$0	\$1,541,544	FY19 FDOT TAP grant for Complete Streets Business Park East project that includes bicycle, sidewalk and crosswalk improvements. FY23 FDOT TAP Grant for Business Park West project at 79th Court (\$1,000,000) and Greenway 2.0 (\$541,544)
SAFE ROUTES TO SCHOOL	\$521,638	\$0	\$56,267	\$0	\$184,876	Additional grant award from FDOT to complete construction. \$200,000 was previously awarded. FDOT GRANT FOR Bob Graham Education Center (\$241,143)
STATE GRANT - TIGER/INFRA	\$0	\$7,875,000	\$0	\$0	\$0	TIGER OR INFRA Grant for Underpass Bridges at 146th Street/160th Street and Palmetto and pedestrian bridge
STATE GRANT - FLORIDA JOB GROWTH	\$0	\$5,300,000	\$0	\$0	\$0	Grant for for construction at Main Street East (NW 151st and 153 Street)
COUNTY GRANT (CIGP)	\$1,140,500	\$2,474,000	\$0	\$0	\$0	County Incentive Grant Program for NW 59 Avenue Roadway extension and redevelopment project. Total grant award \$3,614,500. FY19 Budget for design and land acquisition. Construction and CEI (\$2.474M) to be budgeted in FY20
INTEREST INCOME	\$16,000	\$25,000	\$25,000	\$25,000	\$25,000	Interest income from Investment Portfolio
TRANSFER FROM GENERAL FUND	\$0	\$100,000	\$100,000	\$0	\$0	Total project is estimated at \$500,000. Commencing in FY17, funds programmed to remove and replace 1/5 of tree canopy in West Lake neighborhood each year. Funding for FY18 to be done through carryover.
TRANSFER IN- SRF PTP	\$650,000	\$500,000	\$500,000	\$500,000	\$500,000	Transfers from Special Revenue Fund PTP 80% (half-cent discretionary sales surtax) for transportation related and roadway improvement capital projects
CONTRIBUTION IN LIEU OF ROAD IMPACT FEE	\$641,934	\$200,000	\$1,600,000	\$0	\$0	Funding Park and Ride Design in FY20 and Construction in FY21
TRANSFER IN- MOBILITY FEE FUND	\$314,500	\$0	\$0	\$0	\$0	Transfers from Mobility Fee Trust Account Fund for projects as identified
CAPTRANSP BUDGET CARRYFORWARD	\$883,577	\$130,502	\$205,502	\$880,502	\$1,083,796	Prior year carryforward sub-fund balance
TOTAL REVENUES	\$5,360,149	\$16,754,502	\$2,636,769	\$1,555,502	\$3,485,216	

TOWN OF MIAMI LAKES
FY 2018-19 AMENDED BUDGET
FIVE-YEAR CAPITAL IMPROVEMENT PLAN
Revenue and Expenditure by Line Item

ACCOUNT NAME/DESCRIPTION	FY2018-19	FY2019-20	FY2020-21	FY2021-22	FY2022-23	COMMENTS
EXPENDITURES						
CIP RESERVE FOR TRANSPORT	\$130,502	\$205,502	\$880,502	\$1,083,796	\$459,796	Contingency for transportation project needs
SMART MOBILITY AND FUTURE TECHNOLOGY TRANSPORTATION STUDY	\$50,000	\$0	\$0	\$0	\$0	Potential TPO grant award for Smart Mobility and Future Technology Transp Study (\$40,000) with Town match (\$10,000) to perform study of SMART ideas to improve transportation within the Town.
WEST LAKE REFORESTATION PROGRAM	\$0	\$100,000	\$100,000	\$0	\$0	Total project is estimated at \$500,000. Commencing in FY17, funds programmed to remove and replace 1/5 of tree canopy in West Lake neighborhood each year. FY19 to be funded through carryover
59TH AVENUE EXTENSION, PUBLIC WORKS STORAGE YARD AND BOAT YARD	\$2,340,500	\$2,974,000	\$0	\$0	\$0	Secure approval from FAA and South Florida Water Management District to extend 59th Avenue south to Miami Lakes Drive to include construction of PW Yard and Boat Storage facility. Total project cost \$5.8M
SAFE ROUTES TO SCHOOL	\$685,400	\$0	\$56,267	\$0	\$184,876	Design and construction of Safe Routes to School. Bob Graham Education Center project to include widening eastside school campus sidewalk, reconstruct crosswalks and connector ramps along NW 79th Avenue from NW 167 Terr to NW 155 Street and NW 82 Ave at NW 162 Street
WINDMILL GATE ROAD IMPRV	\$190,000	\$0	\$0	\$0	\$0	Intersection improvement at Windmill Gate and Palmetto. FY17 funding for construction. FY16 includes survey, design and land transfer cost. Total project cost \$400,000
	\$441,747	\$0	\$0	\$0	\$0	NW 67th Avenue Widening Project to add an additional through lane at NW 67th Avenue and Palmetto.
GREENWAY AND TRAILS STRIPING	\$0	\$0	\$0	\$0	\$0	FY18 includes on-road striping of of bike path throughout Town limits
PARK AND RIDE	\$0	\$200,000	\$1,600,000	\$0	\$0	Design and construction of Park and Ride project
COMPLETE STREET IMPLEMENTATION : BUSINESS PARK EAST (NW 60TH AVE)	\$1,115,000	\$0	\$0	\$0	\$0	Funding completes the design, planning, assessment and survey phase, and commence construction of project at Business Park East and Main Street East which includes bicycle lanes, sidewalk and crosswalk improvements along NW 60th Avenue from NW 139th Street to Miami Lakes Drive.

TOWN OF MIAMI LAKES
FY 2018-19 AMENDED BUDGET
FIVE-YEAR CAPITAL IMPROVEMENT PLAN
Revenue and Expenditure by Line Item

ACCOUNT NAME/DESCRIPTION	FY2018-19	FY2019-20	FY2020-21	FY2021-22	FY2022-23	COMMENTS
COMPLETE STREETS IMPLEMENTATION : BUSINESS PARK WEST (NW 79TH COURT TO NW 146TH STREET)	\$0	\$0	\$0	\$205,000	\$1,689,000	FY22 funding completes the design, planning, assessment and survey phase, and FY23 commence construction of project at Business Park West which includes bicycle lanes, sidewalk and crosswalk improvements along NW 79th Court to NW 146th Street
COMPLETE STREETS IMPLEMENTATION: 59TH AVENUE TRANSPORTATION IMPROVEMENTS PROJECT	\$0	\$0	\$0	\$0	\$610,000	Funding completes the design, planning, assessment and survey phase of project which includes bicycle lanes, sidewalk and crosswalk improvements along NW 59th Avenue from NW 167th Street to NW 154th Street. FDOT Grant funding (\$1M) for construction to be programmed in FY24
COMPLETE STREET IMPLEMENTATION: MAIN STREET EAST (NW 151 AND 153 STREETS)	\$0	\$5,300,000	\$0	\$0	\$0	Construction of project at Main Street East to include bicycle lanes, sidewalk and crosswalk improvements at NW 151st and 153 Street from Miami Lakeway N. to Miami Lakes Drive.
MIAMI LAKEWAY SOUTH RESURFACE	\$257,000	\$0	\$0	\$0	\$0	Mill & Resurface Miami Lakeway South between NW 67 Ave and Lake Candlewood Court
146TH STREET UNDERPASS BRIDGE	\$0	\$3,900,000	\$0	\$0	\$0	Design of Underpass bridge at 146th Street and Palmetto in FY18 and construction to commence in FY20
160TH STREET UNDERPASS BRIDGE	\$0	\$3,975,000	\$0	\$0	\$0	Design of Underpass bridge at 160th Street and Palmetto in FY18. Construction of underpass (\$3.9M) to commence in FY20 and include a pedestrian bridge (\$75,000)
MIAMI LAKES GREEN 2.0 - 146TH STREET GREENWAY	\$0	\$0	\$0	\$266,706	\$541,544	Reconstruction of NW 146th Street between NW 89th Avenue and NW 87th Avenue to two lanes with bike lanes and landscaped paths. Grant awarded for FY23 (\$541,544) and Town match (\$266,656)
TRANSFER TO STORMWATER - CIP	\$150,000	\$100,000	\$0	\$0	\$0	Funding towards roadway portion of Royal Oaks Drainage and Roadway projects
TOTAL EXPENDITURES:	\$5,360,149	\$16,754,502	\$2,636,769	\$1,555,502	\$3,485,216	

TOWN OF MIAMI LAKES
FY 2018-19 AMENDED BUDGET
FIVE-YEAR CAPITAL IMPROVEMENT PLAN
Revenue and Expenditure by Line Item

ACCOUNT NAME/DESCRIPTION	FY2018-19	FY2019-20	FY2020-21	FY2021-22	FY2022-23	COMMENTS
STORMWATER IMPROVEMENT						
REVENUES						
FEDERAL STIMULUS GRANT - (WEST LAKE PHASE 3)	\$1,462,500	\$0	\$0	\$0	\$0	FEMA Funding through the State of Florida for West Lake Phase 3
LEGISLATIVE GRANTS (WEST LAKE PHASE 3)	\$500,000	\$0	\$0	\$0	\$0	Legislative Award for West Lakes Drainage Phase 3
LEGISLATIVE GRANTS (ROYAL OAKS)	\$500,000	\$350,000	\$0	\$0	\$0	Legislative Award for Royal Oaks Drainage Phase 1. Anticipated legislative grants in outgoing years to fund Phase 2
STORMWATER GRANTS	\$875,000	\$250,000	\$250,000	\$250,000	\$250,000	Canal Bank Stabilization Phase II grant
TRANSFER IN FR CPF-TRANSPORTATION	\$150,000	\$100,000	\$0	\$0	\$0	Transfer in from PTP 80%
TRANSF IN-STORMWATER	\$350,000	\$300,000	\$300,000	\$300,000	\$300,000	Transfer from Stormwater Utility Fund towards the drainage portion of projects as identified. Funding assumes increase in Stormwater Utility revenues.
CAPITAL SW BUDGET CARRYFORWD	\$0	\$0	\$0	\$550,000	\$1,100,000	Prior year carryforward sub-fund balance
TOTAL REVENUES:	\$3,837,500	\$1,000,000	\$550,000	\$1,100,000	\$1,650,000	
EXPENDITURES						
WEST LAKE ROADWAY & DRAINAGE - NW 148TH TERRACE/ NW 148TH STREET/ NW 149TH TERRACE	\$1,962,500	\$0	\$0	\$0	\$0	Total project cost is estimated at \$1.96M. Design was completed in FY14 as part of West Lake Phase 1 Project. Bidding and construction to commence in FY19
ROYAL OAKS DRAINAGE & ROADWAY IMPROVS	\$1,000,000	\$1,000,000	\$0	\$0	\$0	Total project cost estimated at \$2 million. Design completed in FY14 (\$120,000); bidding and construction of Phase 1 to commence in FY19 and Phase 2 in FY20 (construction cost \$1.8M, administration \$60,000).
CANAL BANK STABILIZATION - PHASE II	\$875,000	\$0	\$0	\$0	\$0	Phase 2 stabilization of canal banks along NW 170 Street between NW 78th Avenue and NW 87th Avenue; Design and Engineering fees \$150,000, construction \$795,000, permits and CIP management \$55,000.
OPERATING CONTINGENCY- STORM	\$0	\$0	\$550,000	\$1,100,000	\$1,650,000	Contingency for Stormwater capital project needs
TOTAL EXPENDITURES:	\$3,837,500	\$1,000,000	\$550,000	\$1,100,000	\$1,650,000	
TOTAL CAPITAL FUND PROJECTS REVENUES	\$10,788,241	\$18,989,502	\$5,346,769	\$7,815,502	\$5,295,216	
TOTAL CAPITAL FUND PROJECTS EXPENDITURES	\$10,788,241	\$18,989,502	\$5,346,769	\$7,815,502	\$5,295,216	



Town of Miami Lakes Memorandum

To: Honorable Mayor and Town Councilmembers
From: Edward Pidermann, Town Manager
Subject: Florida Department of Transportation (FDOT) 2019 Transportation Alternatives (TA) Grant Program
Date: 2/5/2019

Recommendation:

It is recommended that the Town Council authorize the Town Manager to apply for, and if awarded, execute the Agreement with the Florida Department of Transportation for the 2019 Transportation Alternatives (TA) Grant in an amount not to exceed \$1.2 million to assist in funding the Miami Lakes Fairway Drive Bike Lanes and Crosswalks Improvements Project. The Town's match source includes the People's Transportation Plan (PTP) of \$300,000 to be budgeted in the Capital Projects Fund for FY2024.

Background:

The Florida Department of Transportation (FDOT) Transportation Alternatives (TA) Grant Program provides funding for design and construction of safe routes, on-road, and off-road trail facilities for pedestrians, bicyclists, and other non-motorized forms of transportation; including sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting, and safety-related infrastructure transportation projects to achieve compliance with the Americans with Disabilities Act of 1990. Projects are typically programmed in the new fifth year of the FDOT's Tentative Work Program. Agencies are invited to submit applications for projects that can be developed for Fiscal Year 2024/2025.

The TA Grant will assist the Town in funding the Miami Lakes Fairway Drive Bike Lanes and Crosswalks Improvements Project. The Project will take place on Fairway Drive from Miami Lakes Drive to Miami Lakeway North. The Project will provide pedestrian and bicycle safety-related infrastructure in compliance with the Americans with Disabilities Act and align with the Town's ADA Master Plan, Greenways and Trails Master Plan, Strategic Plan, and Complete Streets Implementation Plan.

The Project is estimated at \$1.2 million. No more than \$1 million of TA Grant funds will be awarded to any single project in any single application cycle. The Town's match source includes the People's Transportation Plan (PTP) of \$300,000 to be budgeted in the Capital Projects Fund for FY2024.

ATTACHMENTS:

Description

Resolution

RESOLUTION NO. 19- _

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

WHEREAS, a key feature of Town of Miami Lakes (“Town”) is its paved bike trails;
and

WHEREAS, preservation and expansion of these trails are an essential component of the Town of Miami Lakes Strategic Plan; and

WHEREAS, an important project in furtherance of this goal is the Miami Lakes Fairway Drive Bike Lanes and Crosswalks Improvements Project (the “Fairway Improvements Project”), which will create a bike route from Fairway Drive from Miami Lakes Drive to Miami Lakeway North; and

WHEREAS, funding for the design and development of the Fairway Improvements Project is available through the Florida Department of Transportation, Transportation Alternatives Grant Program in amounts up to one million dollars (\$1,000,000) for Fiscal Year 2024/2025; and

WHEREAS, the Fairway Improvements Project is estimated to cost the Town an approximate one million two hundred thousand dollars (\$1,200,000); and

WHEREAS, the Town matching source for this project includes People’s Transportation Plan funds in the amount of Three Hundred Thousand Dollars (\$300,000) of funds to be budgeted in the Capital Projects Fund for Fiscal Year 2024; and

WHEREAS, the Town Council desires to authorize the Town Manager to apply for the Transportation Alternatives Grant Program, through the Florida Department of Transportation and if awarded, to accept the grant, and execute and agreement with the Florida Department of Transportation and to provide the necessary match required for the project.

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

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

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

Section 3. Authorization of Town Officials. The Town Manager and/or his designee and the Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the Transportation Alternatives Grant Program, through the Florida Department of Transportation. The Town Clerk is hereby directed to send copies of this Resolution to the Department of Transportation and such other persons as is directed by the Town Council of the Town of Miami Lakes.

Section4. Authorization of Matching Funds. If awarded the grant, the Town agrees to commit up to Three Hundred Thousand Dollars (\$300,000) of funds to be budgeted for Fiscal Year 2024/2025. The Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the Agreement.

Section 5. Authorization Fund Expenditure. The Town Manager is authorized to expend budgeted funds to implement the terms and condition of the grant application.

Section 6. Execution of the Agreement. The Town Manager is authorized to execute the Agreement with Florida Department of Transportation on behalf of the Town.

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

Passed and adopted this _____ day of _____ 2019

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

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

MANNY CID
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

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



Town of Miami Lakes Memorandum

To: Honorable Mayor and Town Councilmembers
From: Edward Pidermann, Town Manager
Subject: Miami-Dade County (MDC) 2019 Neat Streets Miami's Street Tree Matching Grant Program
Date: 2/5/2019

Recommendation:

It is recommended that the Town Council authorize the Town Manager, to apply for, and if awarded, execute the interlocal Tree Planting Reporting Agreement with Miami-Dade County and expend budgeted funds for the 2019 Street Tree Matching Grant Program in an amount not to exceed \$30,000 to assist in funding the Miami Lakes West Lake Reforestation Phase 3 Project. The Town's match source is budgeted under Tree Permitting Revenue and \$30,000 is available for this Project.

Background:

The Miami-Dade County Neat Streets Miami's Street Tree Matching Grant program aims to reach the Million Trees Miami goal of planting one million trees to achieve a 30 percent tree canopy in Miami-Dade County. The Grant engages municipalities, non-profits and community organizations in planting native or Florida-friendly trees on the County's corridors and gateways. The goal of this program is to leverage the County's street tree program by encouraging investments on County or local streets. Grants will be awarded to those communities who can demonstrate the greatest benefits for residents, employers and visitors. Agencies are invited to submit applications for projects that can be developed for Fiscal Year 2019.

The Neat Streets Miami's Street Tree Matching Grant will assist the Town in funding the Miami Lakes West Lake Reforestation Phase 3 Project. The Project's goals are to enhance tree canopy, provide shade, and create memorable landscape aesthetics in an area of the Town in desperate need of canopy trees. The Project will plant an estimated ninety-eight (98) Florida Friendly trees from a variety of species at various locations to include:

- 1) NW 148th Terrace, between NW 87th Avenue and NW 89th Avenue
- 2) NW 148th Terrace, between NW 89th Avenue and NW 92nd Avenue
- 3) NW 149th Terrace, between NW 89th Avenue and NW 92nd Avenue

The Project is estimated at \$60,000. The Grant requires a 50% local match and no more than 50% of the total project costs will be awarded to any single applicant. The Town's match source is budgeted under Tree Permitting Revenue and the local match of \$30,000 is available for this Project.

The Board of County Commissioners of Miami-Dade County, through Resolution No. R-475-18, directed the County Mayor or County Mayor's Designee to develop an interlocal agreement, to be entered into between the County and municipalities located within Miami-Dade County, for municipalities engaged in tree planting to provide periodic reports to the County regarding their tree plantings. If awarded, the Town must enter an interlocal Tree Planting Reporting Agreement with Miami-Dade County. The Miami-Dade County Parks, Recreation, and Open Spaces Department Tree Planting Reporting Agreement is included with this Memorandum as "Exhibit A".

Studies show that trees contribute significantly to the environment, human health, energy savings, and quality of life. This Project will provide significant benefits including much needed canopy for a future bike lanes and a greenway project partially funded through a partnership with the Florida Department of Transportation (FDOT). In addition, this Project will provide tree canopy for residents utilizing the free Town of Miami Lakes Moover community bus circulator #126 located at NW 149th Terrace and NW 89th Avenue. Furthermore, the Project is consistent with the Town's Beautification Master Plan and Strategic Plan and will assist Miami-Dade County with reaching its Million Trees Miami goal to achieve a 30 percent tree canopy for Miami-Dade County.

ATTACHMENTS:

Description

Resolution

Exhibit A Tree Planting Reporting Agreement

RESOLUTION NO. 19- _

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, TO AUTHORIZE THE TOWNMANAGER TO APPLY FOR AND ACCEPT 2019 STREET TREE MATCHING GRANT PROGRAM; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE TRANSPORTATION ALTERNATIVES GRANT PROGRAM ; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. (PIDERMANN)

WHEREAS, a key feature of Town of Miami Lakes (“Town”) is its expansive tree canopy; and

WHEREAS, the Miami-Dade County Neat Streets Grant Matching Program (the “Grant”) aims to assist Miami-Dade County in planting one million (1,000,000) county wide by engaging municipalities in planting Florida-friendly trees on Miami-Dade County’s corridors and gateways; and

WHEREAS, the Grant will be awarded to communities that can demonstrate the greatest benefits for residents, employers and visitors; and

WHEREAS, the Grant will assist the Town in funding the Miami Lakes West Lake Reforestation Phase 3 Project (the “Project”) by providing the planting of approximate ninety eight (98) trees that will provide a tree canopy in residential areas located in the Town’s S.W. area; and

WHEREAS, the Project is estimated to cost the Town an approximate sixty-thousand dollars (\$60,000); and

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

WHEREAS, the Town Council desires to authorize the Town Manager to apply for the Miami-Dade County Neat Streets Grant Matching Program, and if awarded, to accept the grant, and execute an interlocal agreement with Miami-Dade County and to provide the necessary match required for the project.

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

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

Section 2. Apply for and Accept Grant. The Town Council hereby authorizes the Town Manager to apply for Miami-Dade County Neat Streets Grant Matching Program and if awarded, execute such grant agreements, interlocal agreements and other contracts and documents as necessary, and take such other acts as may be necessary to bind the Town and accomplish the intent of this Resolution.

Section 3. Authorization of Town Officials. The Town Manager and/or his designee and the Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the Miami-Dade County Neat Streets Grant Matching Program. The Town Clerk is hereby directed to send copies of this Resolution to the Miami-Dade County and such other persons as is directed by the Town Council of the Town of Miami Lakes.

Section 4. Authorization of Matching Funds. If awarded the grant, the Town agrees to commit up to Thirty Thousand Dollars of budgeted funds as matching funds to implement the terms and conditions of the Agreement.

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

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

Passed and adopted this _____ day of _____ 2019

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

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

MANNY CID
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

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

Exhibit A

Miami-Dade County Parks,
Recreation, and Open Spaces
Department Tree Planting
Reporting Agreement

**Miami- Dade County
Parks, Recreation, and Open Spaces Department**

TREE PLANTING REPORTING AGREEMENT

This Interlocal Agreement (the “Agreement”) is made and entered into this ____ day of _____, 20____, between _____ (the “Municipality”) and Miami-Dade County (the “County”), hereinafter called the “County.”

Recitals

WHEREAS, the Board of County Commissioners of Miami-Dade County, through Resolution No. R-475-18, directed the County Mayor or County Mayor’s Designee to develop an interlocal agreement, to be entered into between the County and municipalities located within Miami-Dade County, for municipalities engaged in tree planting to provide periodic reports to the County regarding their tree plantings; and

WHEREAS, the purpose of the Resolution and this Agreement is to encourage municipalities located within Miami-Dade County to provide periodic reports to the County (no less than quarterly) regarding the number of trees planted within their municipality; and

WHEREAS, Neat Streets Miami is desirous of receiving accurate and timely data regarding tree plantings from municipalities; and

WHEREAS, this Board desires to assist Neat Streets Miami in obtaining accurate and timely data from municipalities; and

WHEREAS, the County and the Municipality desire to undertake such activities,

NOW THEREFORE, the County and Municipality agree as follows:

Terms and Conditions of Agreement

Municipality’s Responsibilities. The Municipality shall be responsible for providing periodic reports to the County (no less than quarterly) regarding the number of trees planted within the municipality to include the number of trees planted and the species of the trees planted.

County’s Responsibilities. The County shall be responsible for compiling and maintaining a listing of the number and species of trees planted by the Municipality, based upon the information provided by the Municipality, and will provide the Municipalities that participate in the reporting program an annual report on the number and species of trees planted in Miami-Dade County by the program participants.

(1) **Indemnification.** The Municipality shall indemnify and hold harmless the County its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Municipality or its employees, agents, servants, partners principal or subcontractors. The Municipality shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

The County shall indemnify and hold harmless the Municipality and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Municipality may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Agreement by the County. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes.

(2) **Term and Termination.** The Agreement shall remain in effect for a three-year period. The County or Municipality may terminate this Agreement for any reason, including for its own convenience, by written notice, without any liability to either party. The County and Municipality may renew the Agreement for additional three-year periods upon mutual agreement of the parties.

(3) **Assignment.** This Agreement is non-transferrable and non-assignable in whole or in part without the written consent of the County and the Municipality.

(4) **Compliance with Laws.** The County and Municipality agree that each party shall, at all times, comply with all applicable local, state, and federal laws, ordinances, codes, statutes, and rules and regulations.

(5) **Authority of Signatories.** The undersigned executing this Agreement on behalf of the Municipality represents and warrants that he/she has authority to bind the Municipality under this Agreement.

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed on the day and year first written above.

NAME OF MUNICIPALITY: _____

BY: _____
Municipality Representative's Signature

DATE: _____

PRINT NAME _____

TITLE: _____

MIAMI-DADE COUNTY, FLORIDA

BY: _____
Mayor
Miami-Dade County

DATE: _____

LEGAL SUFFICIENCY: _____
County Attorney

DATE: _____



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Honorable Councilmember Luis Collazo
Subject: Supplemental Street Lighting
Date: 2/5/2019

Recommendation:

Two years ago the Town of Miami Lakes retrofitted all of its existing street lights and converted them to a more energy efficient LED lighting system. Since the completion of the retrofit project several areas were identified throughout the Town that could benefit from additional street lighting due to the growth of our maturing tree canopy.

I would like to have a discussion with my colleagues with respect to reviewing the adequacy of the current street lighting, and identifying areas which could benefit from additional street lighting. Realizing that the capitalization of such a project would be a significant cost to the Town, I would encourage that we take a long term strategic planning approach to this issue, such as a multi-year/multi phase project which could include targeting the areas of greatest needs first. I would like to direct our Town Manager to explore potential alternative funding sources like grant opportunities which could help us accomplish this project.

Fiscal Impact: Large



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Honorable Councilmember Josh Dieguez
Subject: Town Attorney Selection Committee
Date: 2/5/2019

Recommendation:

Similar to what I proposed and was adopted at the last meeting, I now move to name the committee of residents who will offer its list of recommendations to the Council for any new Town Attorney the Attorney Selection Advisory Committee (ASAC).

Additionally, I propose establishing a process for the ASAC that will set deadlines and offer more guidance to the Committee. The process will be as follows:

- Once the Council has appointed members to the Committee and set its criteria for the attorney candidate search, a head hunter will be hired to locate 15 potential candidates for the Committee's review;
- The Committee must evaluate the 15 candidates and render a list of 7 candidates (its top 5 recommendations and two alternate recommendations) to the Council;
- The Council must then make its selection; and
- The entire process after the head hunter has produced its list of 15 candidates shall not exceed four months with the committee completing its work no later than the third month.

As explained at the prior meeting, this process establishes a road map for future members of this Committee that the Council can modify at any time. It is no more cumbersome on future councils than the decision to move their meeting dates and provides a template for them to follow to avoid unnecessary confusion and a needlessly drawn out search process. Therefore, I ask my colleagues to approve the proposed name to avoid confusion and also support establishing a clear time frame for selecting the manager to prevent a drawn out process that leads to candidates withdrawing and uncertainty.

Fiscal Impact: Approximately \$20,000



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Honorable Councilmember Marilyn Ruano
Subject: Mobility Fee
Date: 2/5/2019

Recommendation:

In January 2018, Councilman Luis Collazo introduced a new business item requesting that we revisit the Mobility Fee ordinance passed in April 2016. After a long discussion it was recommended that we postpone the evaluation of the mobility fee until Sept 2018, the date that was recommended by the consultants. I would like to direct staff to schedule for the evaluation of the mobility fee.

Fiscal Impact: The Town budgeted \$25,000 for this study. Staff has negotiated and executed a work order with Corradino & Associates to update the mobility fee.



Town of Miami Lakes Memorandum

To: Honorable Vice Mayor and Councilmembers
From: Honorable Mayor Manny Cid
Subject: Non-Residential Public Works Permits on Public Right of Way
Date: 2/5/2019

Recommendation:

I would like to direct the Manager to alert the Town Council whenever a permit is approved for work on Public right-of-ways.

These types of communications help the Council with community outreach.

Fiscal Impact: Small



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Honorable Councilmember Carlos Alvarez
Subject: Picnic Park West Playground Repairs and West Lakes Reforestation Project Phase III
Date: 2/5/2019

Recommendation:

During the January Regular Council Meeting, the Town Council discussed allocating carry-forward funds from the previous fiscal year. Among these, were the allocation of \$391,670 towards the Miami Lakes Optimist Park Master Plan project, among others. While this project and others discussed are important and consistent with the Town's Comprehensive and Strategic Plan, there are others that merit similar attention. Among these are Picnic Park West Playground Repairs, and West Lake Reforestation Project Phase III. With regards to Picnic Park West Playground, there are uneven surfaces due wear and tear throughout the park which creates a hazard for families using the grounds. Regarding West Lake Forestation, this project, which was approved by council and two phases have been completed, has been placed on hold due to lack of funding. In order to address these two items I propose a reallocation from the Miami Lakes Optimist Park Master Plan Project in the amount of \$175,000, of which up to \$75,000 should be allocated for resurfacing of Picnic Park West Playground and \$100,000 for completion of the West Lakes Reforestation Project Phase III.

Fiscal Impact: \$175,000



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Honorable Councilmember Josh Dieguez
Subject: Traffic Calming Study on 79th Avenue
Date: 2/5/2019

Recommendation:

I have continuously been approached by residents living along or near 79th Avenue with concerns about speeding. I was even told by my office postman, who also services the Royal Oaks East community, that he has personally observed speeding and reckless drivers on this road. I too have personally observed speeders during the morning rush with a resident.

Although two prior studies have been conducted on 79th Avenue, neither has been able to firmly establish the need for traffic calming devices to be placed along the road. Having said that, the demand is clearly there and the studies do demonstrate there are drivers who reach dangerous levels on the road. In keeping with the desire by this and other Councils to create safe routes to school and deter speeders who may threaten residents living along the street, I propose waiving the requirements and directing the administration to implement traffic calming devices along 79th Avenue at 162nd and 165th Streets in accordance with the will of the residents and our long held policy goals.

Fiscal Impact: Medium



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Honorable Councilmember Marilyn Ruano
Subject: Commercial Vehicle parking on public streets
Date: 2/5/2019

Recommendation:

It has been brought to our attention several times that there are commercial vehicles being parked over night on 82nd Avenue alongside Picnic Park West. These Vehicles include tow trucks, trucks carrying trailers, and other trucks/vans with commercial markings. I was told some time ago that the Town was allowing overnight parking in this area for residents who live in the townhouses across the street. The reason given was that these townhouses do not have sufficient parking. However, at this point it seems that residents are taking advantage of this situation and parking their commercial vehicles that should be parked overnight in an official commercial vehicle facility. I would like to direct staff to explore feasible solutions to this problem.

Fiscal Impact:

This will require an amendment to the Land Development Code. (Medium)



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Honorable Carlos Alvarez
Subject: All-America City Award Application
Date: 2/5/2019

Recommendation:

The National Civic League recognizes communities for their inclusive engagement processes, projects, and work to create a healthy community. The All-America City Award focuses on celebrating examples of civic engagement practices that advance health equity in local communities. The All-America City Awards will be celebrating their 70th year of the award program, which has had a history of advancing healthy communities. The awards reflect the concept that good health for the entire community requires equity, social, and economic well-being.

I would like to request for to staff look into identifying sponsors in preparation to file for the 2019-2020 All-America City Award Application for the Town.

Fiscal Impact: TBD



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Honorable Councilmember Josh Dieguez
Subject: Information Accountability Act
Date: 2/5/2019

Recommendation:

Section 4.2 (b) (i) of the Charter of Miami Lakes creates an exception to the requirement that members of the Council at all times deal with staff solely through the Manager, even when making inquiries or conducting an investigation. I propose creating a resolution that would further empower the Town Council to conduct its oversight functions and assist its members in the development of policy initiatives by implementing the following:

- A monthly written report to the Council on pending information requests made by the Council similar to the after action report that is available online. This is for the Town Manager and non-privileged matters as to the Town Attorney; and
- Include responsiveness to requests for information from the Council in the performance review criteria to be adopted by the Council for the Town Manager and Town Attorney.

I would like to stress that Manager Rey did an excellent job of allowing me to meet individually with members of staff for the purpose of making inquiries and I have full faith that the same will continue under Manager Pidermann.

Fiscal Impact: Small



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Honorable Councilmember Marilyn Ruano
Subject: Request for Transportation project updates
Date: 2/5/2019

Recommendation:

In recent days, there were markers placed along 154th Street from the Palmetto Expressway west to about 82nd Avenue. This generated multiple phone calls to myself as well as to my colleagues. In an effort to keep the council informed before any visible effects of future construction projects arise, I would like to request that staff send weekly memos updating the Council on these projects. This would help tremendously as we would have the information needed readily available to address residents concerns when they contact us.

Fiscal Impact:

Most of transportation projects are long term progress. Weekly updates will be cumbersome and we will recommend that residents are referred to the transportation initiative page for updates.



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Honorable Councilmember Carlos Alvarez
Subject: Road Resurfacing
Date: 2/5/2019

Recommendation:

I would like to discuss the possibility of seeking funding from the current or following fiscal year for the resurfacing of Montrose Road between Oak Lane and NW 154th Street.

Fiscal Impact: TBD



Town of Miami Lakes Memorandum

To: Honorable Vice Mayor and Councilmembers
From: Honorable Mayor Manny Cid
Subject: Venezuela -President Juan Guaido
Date: 2/5/2019

Recommendation:

Venezuela - President Juan Guaido

I would like to pass a resolution commending President Trump, Senator Marco Rubio and Congressman Diaz Balart's recent actions related to the re-establishment of democracy in Venezuela. Additionally, I propose that the Town of Miami Lakes join Miami-Dade County and the City of Miami in recognizing the constitutional authority of the National Assembly and expressing the Town of Miami Lakes solidarity with the Interim President of Venezuela Juan Guaido.

Fiscal Impact: Low



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Honorable Vice Mayor Nelson Rodriguez
Subject: No-Left Turn Sign
Date: 2/5/2019

Recommendation:

I'd like to have a discussion with my colleagues about removing the No-Left Turn sign on 82nd Ave and 167th Street. This school year has caused some backups that we haven't experienced in the past few years.

After researching this matter with our previous Town manager, the Town never requested the sign. Currently cars turning left and ignoring the sign. Others are heading south past the sign and making a U-turn to gain access to 167th Street.

I've also heard from residents who's children don't attend BGEC that the Enforcement of sign would stop them from gaining access to their homes during the morning hours.

Fiscal Impact: TBD



Town of Miami Lakes Memorandum

To: Honorable Vice Mayor and Councilmembers
From: Honorable Mayor Manny Cid
Subject: Tallahassee Legislative Trip Update
Date: 2/5/2019

Recommendation:

Verbal Report.



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Edward Pidermann, Town Manager
Subject: Town Manager Monthly Police Activity Report
Date: 2/5/2019

Recommendation:

Attached reports

ATTACHMENTS:

Description

74Y- Jan 1 2018- Dec 31 2018

TML Monthly Town Council Meeting Crime Report Dec 2018



MIAMI DADE POLICE DEPARTMENT
CAS Compstat Targeted Crimes Year To Date - 74Y
Date Range: Jan 01, 2018 - Dec 31, 2018



095 - TOWN OF MIAMI LAKES

	2017 LYTD	2018 YTD	YTD % Change	Difference
01 Homicide	1	3	200.00%	2
02 Forcible Sex Offenses	5	1	-80.00%	-4
03 Robbery	8	10	25.00%	2
04 Larceny (Over)	130	135	3.85%	5
05 Auto Theft	80	91	13.75%	11
06 Burglary Commercial	12	8	-33.33%	-4
07 Burglary Residential	37	35	-5.41%	-2
08 Aggravated Assault	5	8	60.00%	3
09 Aggravated Battery	6	7	16.67%	1
TOTAL:	284	298	4.93%	14



Miami Dade Police Department, Town of Miami Lakes



TML Crime Report

December, 2018

Section 1 – COMPSTAT CRIMES

Crime	<i>Auto Theft (91 incidents as of 12/31/2018. Date of last incident 12/29/2018)</i>
Statistical Info	<i>Up 11 as opposed to prior year to date</i>
Trends	<i>Vehicles stolen overnight from commercial plazas and apartment complex parking lots. Several auto thefts involve vehicle owners leaving their keys in their vehicles. Vehicles that would only have been burglarized are being stolen.</i>
Action Taken	<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>Officers continue to investigate Tow Trucks that are operating overnight.</i> • <i>Decoy vehicles continue to be deployed for enhanced visibility.</i> • <i>Comp Details are being scheduled for increased police visibility.</i> • <i>Auto Theft Detectives are continuing to address concerns with car dealerships by informing the managers of recent auto theft incidents and ways to improve their procedures.</i>
Crime	<i>270 – (135 incidents as of 12/31/2018. Date of last incident 12/26/2018)</i>
Statistical Info	<i>Up by 5 as opposed to PYTD</i>
Trends	<i>Retail Theft, Unattended Property</i>
Action Taken	<ul style="list-style-type: none"> • <i>TML is utilizing decoy vehicles throughout the Town for heightened visibility.</i> • <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>



Miami Dade Police Department, Town of Miami Lakes



TML Crime Report

December, 2018

Section 2 – SIGNIFICANT ARRESTS/ INCIDENTS

<i>Day / Date / Time</i>	<i>Wednesday, November 7, 2018, 11:20 am</i>
<i>Location</i>	<i>6800 Main Street</i>
<i>On, at approximately 11:20 am, as GIU Detectives were conducting an investigation reference previous thefts at the Victoria’s Secret, they observed two subjects enter the store that matched the description of subjects and vehicle involved in a previous theft incident. The Detective watched the subjects as they collected several clothing items and entered a fitting room together. The subjects exited the fitting room and the store. A check of the fitting room revealed several anti-shoplifting devices and no clothing. An investigative stop was conducted. Both subjects were in possession of stolen items from the store alone with anti-shoplifting devices wrapped in aluminum foil to defeat the anti-theft detectors at the exit door. Both subjects confessed to their involvement in the theft. Both were charged with grand theft and use of anti-shoplifting countermeasure device.</i>	
<i>Day / Date / Time</i>	<i>Tuesday, November 27, 2018</i>
<i>Location</i>	<i>6800 Main Street</i>
<i>TML Detectives were contracted by Miami Dade Corrections regarding a subject with a Probable Cause Message. A subject that TML Detectives were looking for was in custody at TGK. Detectives responded to TGK and interviewed the subject who was wanted for several theft incidents that occurred at Victoria’s Secret. TML Detectives subsequently submitted three electronic arrest affidavits for grand theft.</i>	
<i>Day / Date / Time</i>	<i>Monday, December 10, 2018, 9:00 am</i>
<i>Location</i>	<i>15405 NW 77th Court</i>
<i>TML Detectives responded to the Richard E. Gerstein Courthouse where they located a subject wanted for a grand theft incident that occurred on November 30, 2018. The victim, had stopped at the Shell Gas Station and had placed her purse on the ground next to her vehicle while she filled her tires with air. A subject then approached and stole her purse (Valued at \$2000). The subject entered the rear seat of an SUV and drove away. Video collected from the gas station provided images of the involved subject. Detective’s shared the video and images and subsequently identified one of the subjects. Detectives discovered that the subject had a pending case in court and proceeded to arrest him after he responded to the courthouse. HE was charged with grand theft and fraudulent use of the victims credit cards.</i>	
<i>On Thursday, December 13, 2018, at 11:15 am, TML Detectives located the second subject involved in a grand theft incident and charged him with grand theft and fraudulent use of the victim’s stolen credit cards.</i>	
<i>Day / Date / Time</i>	<i>Wednesday, December 19, 2018, 1:43 pm</i>
<i>Location</i>	<i>Royal Oaks Community</i>
<i>MDPD Detectives from the Intracoastal District were contacted by the Broward Sheriff’s Office Burglary Apprehension Team advising of several vehicle burglary subjects in a red Altima traveling south and east towards Intracoastal District. A 2014 Red Altima, had been involved in numerous vehicle burglaries in Broward County and the City of Miramar. The target vehicle</i>	



Miami Dade Police Department, Town of Miami Lakes



TML Crime Report

December, 2018

began to scout and drive through the Highland Lakes area and made their way to Aventura Mall where they attempted to make fraudulent purchase utilizing a stolen credit card. The Target vehicle then headed west to the Town of Miami Lakes and began checking numerous vehicle door handles in attempt to gain entry. The subjects committed three vehicle burglaries by checking the doors and entering the vehicles and ransacking them for items. As the subjects exited the residential neighborhood in Royal Oaks, a Felony Stop was conducted and three subjects were taken into custody. Search incident to arrest revealed the victims property which was returned via property receipt. The subjects were arrested for several counts of vehicle burglary.



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Edward Pidermann, Town Manager
Subject: Request for Reallocation of funds for the Youth Activity Task Force
Date: 2/5/2019

Recommendation:

The Youth Activities Task Force has requested two reallocation of funds:

The first reallocation of funds is to purchase bike helmets and supplies for the Bike Rodeo taking place on March 16, 2019 in the amount of \$1,000. The reallocation will be moved from the Halloween Haunted House (0017427-548154-HHH) line item to the Bike Rodeo (0017427-548154-BK) line item.

The second reallocation of funds is to add a second petting zoo to the Spring Fling taking place on April 20, 2019 in the amount of \$3,732.89. The reallocation will be moved from the Halloween Haunted House (0017427-548154-HHH) line item to the Spring Fling (0017427-548154-Spring) line item.

ATTACHMENTS:

Description

Request for Reallocation #1

Request for Reallocation #2

MIAMI LAKES

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 checked="" 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: \$ 1,000

Date Approved by Committee: 1/29/2019
(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 transfer funds from HHH to BR to go towards helmet purchase and entertainment.

What line item are the funds currently allocated in? (Line item number and description)

0017427-548154 HHH

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

0017427-548154 BR


Chairperson

1/30/2019
Date

FOR OFFICE USE ONLY:

- Approved
 Denied

Budget revised by:

Alex Rey, Town Manager

Finance Department

Date

Date



Growing Beautifully

6601 Main Street • Miami Lakes, Florida, 33014

(305) 364-6100 • Fax: (305) 558-8511

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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: \$ 3,732.89

Date Approved by Committee: 1/29/2019
(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 transfer funds from HHH to SPRING in order to add the second petting zoo like last year to assist with lines.

What line item are the funds currently allocated in? (Line item number and description)

0017427-548154 HHH

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

0017427-548154 SPRING

[Signature]
Chairperson

1/30/2019
Date

FOR OFFICE USE ONLY:

- Approved
- Denied

Budget revised by:

Alex Rey, Town Manager

Finance Department

Date

Date



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Edward Pidermann, Town Manager
Subject: Communication Towers for Repeater Antennas
Date: 2/5/2019



Town of Miami Lakes Memorandum

To: Honorable Mayor and Town Councilmembers
From: Edward Pidermann, Town Manager
Subject: Town Wide Speed Study Update
Date: 2/5/2019

Background:

At the December 2018 Town Council Meeting, staff was directed to conduct a town-wide speed study to assess the potential of reducing the speed limit on all residential streets to 25 mph. The primary intent of conducting the speed limit reduction study is to improve vehicular, pedestrian, and bicyclist safety. Prior to commencing the speed study, Town staff contacted Miami-Dade County Transportation and Public Works Department (DTPW) for guidance on the study methodology for this effort.

DTPW advised that for the Town to lower the speed limit to 25 mph on local residential streets, the Town would need to prepare a traffic study that shows data and analysis explaining how this is warranted within the town limits. They provided the Town with a copy of the speed study conducted by the City of Coral Gables for further guidance.

The methodology used by the City of Coral Gables followed the guidelines and procedures outlined in the manual for Speed Zone for Highways, Roads, and Streets in Florida, established by the Florida Department of Transportation (FDOT). Based on the procedures the following actions were taken:

- The City of Coral Gables was divided into 5 areas for data collection purposes.
- Vehicle speed data was collected for seven consecutive days on five residential streets in each area.
- Based on the results of the speed data, the city-wide 85th percentile speed was calculated.
- FDOT requirements establish that a speed limit should not differ from the 85th percentile speed by more than 3 mph and by less than 8 mph. A speed limit of 4 to 8 mph less than the 85th percentile speed will be supported by supplement investigation. Therefore, if the calculated 85th percentile speed is between 22 mph and 28 mph, a recommendation will be made to have the speed limit on residential streets posted to 25 mph.
- If the calculated 85th percentile speed is between 29 mph and 33 mph, supplemental investigation will be conducted before a recommendation is made. The supplemental investigation will include roadway items such as, length of segment, alignment, roadway width, surface conditions, sight distance, traffic volume, cash experience, etc.

Furthermore, the Town staff reached out to the City of Coral Gables to obtain the scope of work and fee estimate of this type of study. The speed study approximately cost the City of Coral Gables \$25K to conduct. Currently, Town staff is working with our engineering consultants to develop a scope and fee estimate comparable to that of the City of Coral Gables.

Once the study is completed, it will be submitted to DTPW for their review and approval. After receiving the approval, the installation and maintenance of the signs will have to be processed through an Intergovernmental Agency Agreement (ILA) with the DTPW. The Town will then need to develop a design plan, depicting the locations for the new speed limit signs and submit them to DTPW for review and written approval.



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Edward Pidermann, Town Manager
Subject: Road Repaving and Sidewalk Repairs
Date: 2/5/2019



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Alex Rey, Town Manager
Subject: Strategic Plan Web Portal
Date: 2/5/2019



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Edward Pidermann, Town Manager
Subject: Use of Glysophate based products at public parks, lakes, and other Town property
Date: 2/5/2019

Background:

At the December 4th Council meeting, the Town Council passed a new business item directing the Town Manager to investigate the cost of banning or restricting glyphosate-based herbicides in public parks and lakes. In addition, it was requested that studies be provided on the medical impact of glyphosate on humans. Attached are studies related to this topic.

Glyphosate, the active ingredient in the world's most widely used weed killers has long been regarded by government agencies including the Environmental Protection Agency (EPA), as economical, broadly effective, low-toxicity and environmentally benign. In 2015, however, glyphosate was classified as "probably carcinogenic to humans" by the World Health Organization's International Agency for Research on Cancer (IARC). The studies were an analysis of published and peer reviewed reports of mostly agricultural exposures in the US, Sweden, and Canada performed after 2001. Both EPA and IARC had conflicting views after a review of the tissue slides were analyzed by an independent panel of expert pathologists. Since the IARC's departure from the prevailing governmental posture on the chemical, there has been a proliferation of conflicting opinions on where the truth lies.

In December 2017, the EPA released a draft human health risk assessment for glyphosate, concluding that it is "not likely to be carcinogenic to humans" and found "no other meaningful risks to human health" when used according to published directions. The EPA conclusion agrees with virtually every major regulatory body in the world, (IARC, not a regulatory body, excepted) and includes the latest observation of enrollees in the Agricultural Healthy Study, National Cancer Institute, National Institute of Environmental Health Sciences and the National Institute for Occupational Safety and Health. It is the largest ever pesticide study with over 50,000 farmers in North Carolina and Iowa participating over 25+ years. A final opinion is due from EPA this year.

However, not everyone agrees with the EPA's conclusion on glyphosate. In the US, several cities, counties, and even one state have issued bans, restrictions or warnings on glyphosate as a result of the ongoing health concerns. Cities in Florida include North Miami, Miami Beach, and Stuart.

The Town's Grounds and Lake Maintenance vendors currently use products with Glyphosate but have adopted Best Management Practices (BMP) for landscaped and aquatic areas in Town's Parks, Lakes and Right-of-ways. The BMP, developed by University of Florida, promotes the conservation of water using site adapted plans and efficient watering methods, which generally result in a long-term reduction of irrigation, fertilizer, and pesticide requirements, costs, energy, and maintenance. Herbicide applications are selectively

applied in targeted areas of weed growth.

There are alternatives to glyphosate, each of these alternatives will be, in some way, less effective, less convenient, and more expensive for use in landscape areas. Pricing was obtained for alternate options and staff noted a significant cost increase of about 490% on average for these alternate herbicide applications across the board. In aquatic areas, our vendor advised that there are no recommended effective alternatives other than glyphosate based products.

Glyphosate product price comparison

Glyphosate report				
Product	Units(gallons)	Cost	Cost per Gallon	% increase
Prosecutor Pro/Glyphosate	30	\$ 400.00	\$ 13.33	Base Line
Alternate Options				
Mirimichi Green Pro	2.5	\$ 154.04	\$ 61.62	462.300
Pramitol 25E	2.5	\$ 124.91	\$ 49.96	374.799
Reward	2.5	\$ 197.50	\$ 79.00	592.690
Scythe	2.5	\$ 192.15	\$ 76.86	576.599
Trbune	2.5	\$ 148.64	\$ 59.46	446.100

ATTACHMENTS:

Description

Glyphosate Studies



1.800.858.7378 npic@ace.orst.edu

We're open from 8:00AM to 12:00PM Pacific Time, Mon-Fri

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Glyphosate

Technical Fact Sheet

As of 2011, NPIC stopped creating technical pesticide fact sheets. The old collection of technical fact sheets will remain available in this archive, but they may contain out-of-date material. NPIC no longer has the capacity to consistently update them. To visit our general fact sheets, click [here](#). For up-to-date technical fact sheets, please visit the Environmental Protection Agency's [webpage](#).

Chemical Class and Type

- [Physical / Chemical Properties](#)
- [Uses](#)
- [Mode of Action](#)
- [Toxicity Classification](#)
- [Acute Toxicity](#)
- [Chronic Toxicity](#)
- [Endocrine Disruption](#)
- [Carcinogenicity](#)
- [Reproductive and Teratogenic Effects](#)
- [Fate in the Body](#)
- [Medical Tests and Monitoring](#)
- [Environmental Fate](#)

Ecotoxicity Studies

Regulatory Guidelines

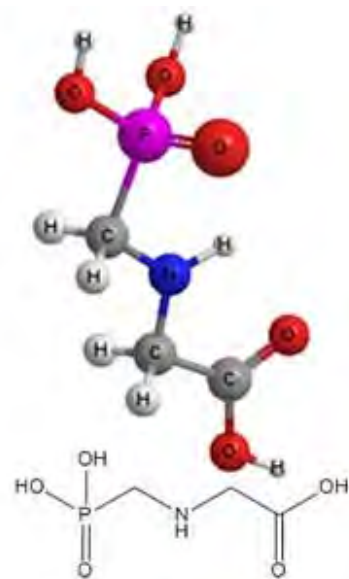
Chemical Class and Type:

- Glyphosate is a non-selective systemic herbicide that is applied directly to plant foliage.¹ When used in smaller quantities, glyphosate can act as a plant growth regulator.² Glyphosate is a glycine derivative.¹ The International Union of Pure and Applied Chemistry (IUPAC) name for glyphosate is N-(phosphonomethyl) glycine³ and the Chemical Abstracts Service (CAS) registry number is 1071-83-6.¹
- Glyphosate's potential as an herbicide was reported in 1971.^{1,4} Glyphosate was first registered for use by the United States Environmental Protection Agency (U.S. EPA) in 1974⁵, and reregistration was completed in 1993.⁶ See the text box on **Laboratory Testing**.
- Formulations of glyphosate include an acid, monoammonium salt, diammonium salt, isopropylamine salt, potassium salt, sodium salt, and trimethylsulfonium or trimesium salt.^{1,2,4} Unless otherwise stated, all data in this fact sheet refer to the acid form.
- Technical grade glyphosate is used in formulated products, as are the isopropylamine, sodium, and monoammonium salts. Of these, the isopropylamine salt is most commonly used in formulated products.^{2,7}

Laboratory Testing: Before pesticides are registered by the U.S. EPA, they must undergo laboratory testing for short-term (acute) and long-term (chronic) health effects. Laboratory animals are purposely given high enough doses to cause toxic effects. These tests help scientists judge how these chemicals might affect humans, domestic animals, and wildlife in cases of overexposure.

Physical / Chemical Properties:

Molecular Structure - Glyphosate



Glyphosate and associated forms

Active Ingredient	Form ^{1,4}	Vapor pressure ^{1,4,8}	Henry's constant ⁸	Molecular weight ^{1,4,8}	Solubility in water (mg/L) ^{1,4}	Log K _{ow} ^{1,4,8}	K _{oc} ³
Glyphosate acid	odorless, white solids	1.31 x 10 ⁻² mPa (25 °C) 1.84 x 10 ⁻⁷ mmHg (45 °C)	4.08 x 10 ⁻¹⁹ atm·m ³ /mol	169.07 g/mol	pH 1.9: 10,500 mg/L pH 7.0: 157,000 mg/L	Less than -3.2	300 - 20,100
Glyphosate isopropylamine salt	odorless, white solids	2.1 x 10 ⁻³ mPa (25 °C) 1.58 x 10 ⁻⁸ mmHg (25 °C)	6.27 x 10 ⁻²⁷ atm·m ³ /mol	228.19 g/mol	pH 4.06: 786,000 mg/L	-3.87 or -5.4	300 - 20,100
Glyphosate ammonium salt	odorless, white solids	9 x 10 ⁻³ mPa (25 °C) 6.75 x 10 ⁻⁸ mmHg (25 °C)	1.5 x 10 ⁻¹³ atm·m ³ /mol	186.11 g/mol	pH 3.2: 144,000 mg/L	-3.7 or 5.32	300 - 20,100

Uses:

- Glyphosate is one of the most widely used herbicides with applications in agriculture, forestry, industrial weed control, lawn, garden, and aquatic environments.^{1,6} Sites with the largest glyphosate use include soybeans, field corn, pasture and hay.^{2,6}
- Some plants have been genetically engineered to be resistant to glyphosate. Glyphosate-tolerant soybeans, corn, cotton, and canola are examples of such plants.^{4,9} This fact sheet does not address glyphosate-tolerant crops.
- Uses for individual products containing glyphosate vary widely. Always read and follow the label when applying pesticide products.
- Signal words for products containing glyphosate may range from Caution to Danger. The signal word reflects the combined toxicity of the active ingredient and other ingredients in the product. See the pesticide label on the product and refer to the NPIC fact sheets on **Signal Words** and **Inert or "Other" Ingredients**.
- To find a list of products containing glyphosate which are registered in your state, visit the website http://npic.orst.edu/reg/state_agencies.html and search by "active ingredient."

Mode of Action:

Target Organisms

- In plants, glyphosate disrupts the shikimic acid pathway through inhibition of the enzyme 5-enolpyruvylshikimate-3-phosphate (EPSP) synthase. The resulting deficiency in EPSP production leads to reductions in aromatic amino acids that are vital for protein synthesis and plant growth.^{1,4}
- Glyphosate is absorbed across the leaves and stems of plants and is translocated throughout the plant.^{1,3} It concentrates in the meristem tissue.¹⁰
- Plants exposed to glyphosate display stunted growth, loss of green coloration, leaf wrinkling or malformation, and tissue death. Death of the plant may take from 4 to 20 days to occur.^{4,10}
- The sodium salt of glyphosate can act as a plant growth regulator and accelerate fruit ripening.²

Non-target Organisms

- The shikimic acid pathway is specific to plants and some microorganisms. The absence of this pathway in mammals may explain the low toxicity of glyphosate to non-target organisms.^{11,12}
- Studies indicate that the surfactant polyoxyethyleneamine or polyethoxylated tallow amine (both abbreviated POEA), used in some commercial glyphosate-based formulations, may be more toxic by the oral route to animals than glyphosate itself.^{13,14}
- The mechanism of toxicity of glyphosate in mammals is unknown, but it may cause uncoupling of oxidative phosphorylation.¹⁵ However, this hypothesis has been disputed.¹⁶

Acute Toxicity:

Oral

- Glyphosate is low in toxicity to rats when ingested. The acute oral LD₅₀ in rats is greater than 4320 mg/kg.¹⁷ See the text boxes on **Toxicity Classification** and **LD₅₀/LC₅₀**.
- The acute oral LD₅₀ for rats was also reported to

be greater than 5000 mg/kg. The acute oral LD₅₀ was greater than 10,000 mg/kg in mice and 3530 mg/kg in goats.¹

- The isopropylamine salt is of very low toxicity to rats, with an LD₅₀ greater than 5000 mg/kg.¹
- The acute oral LD₅₀ for the ammonium salt is 4613 mg/kg in rats.¹
- The acute oral LD₅₀ in three formulated products ranged from 3860 to greater than 5000 mg/kg in rats.⁴

LD₅₀/LC₅₀: A common measure of acute toxicity is the lethal dose (LD₅₀) or lethal concentration (LC₅₀) that causes death (resulting from a single or limited exposure) in 50 percent of the treated animals. LD₅₀ is generally expressed as the dose in milligrams (mg) of chemical per kilogram (kg) of body weight. LC₅₀ is often expressed as mg of chemical per volume (e.g., liter (L)) of medium (i.e., air or water) the organism is exposed to. Chemicals are considered highly toxic when the LD₅₀/LC₅₀ is small and practically non-toxic when the value is large. However, the LD₅₀/LC₅₀ does not reflect any effects from long-term exposure (i.e., cancer, birth defects or reproductive toxicity) that may occur at levels below those that cause death.

Dermal

- Glyphosate is low in toxicity to rabbits when applied to the skin. The acute dermal LD₅₀ in rabbits is greater than 2 g/kg.¹⁷
- Glyphosate is low in toxicity for eye irritation and very low in toxicity for dermal irritation. In studies with glyphosate manufacturing use products, researchers observed mild eye irritation in rabbits that cleared in seven days.^{18,19}
- Glyphosate was not found to be a skin sensitizer.⁶
- The isopropylamine and ammonium salts are also low in toxicity via the dermal route. The LD₅₀ in rabbits was greater than 5000 mg/kg for both salts, and these salts are considered slight eye irritants but not skin irritants.¹
- Of three formulated products tested, skin irritation varied from none to moderate, and eye irritation was rated as none, moderate, and severe. Dermal LD₅₀ values in rabbits exposed to these products were greater than 5000 mg/kg.⁴
- The formulated product Roundup®, containing 41% glyphosate, was applied to the skin of 204 male and female volunteers in a modified Draize test. No sensitization was observed. The researchers concluded that exposure would not lead to photoirritation or photosensitization.²⁰

Inhalation

- Glyphosate is very low in toxicity to rats when inhaled. The acute inhalation LC₅₀ in rats is greater than 4.43 mg/L based on a 4-hour, nose-only inhalation study.²¹
- The 4-hour LC₅₀ for rats exposed to the isopropylamine form of glyphosate was greater than 1.3 mg/L air.¹
- The LC₅₀ for rats exposed to the ammonium salt form of glyphosate was greater than 1.9 mg/L in a whole body exposure.¹
- Inhalation LC₅₀ values for two formulated products were greater than 1.3 mg/L and 3.2 mg/L in rats.⁴

TOXICITY CLASSIFICATION - GLYPHOSATE

	High Toxicity	Moderate Toxicity	Low Toxicity	Very Low Toxicity
Acute Oral LD ₅₀	Up to and including 50 mg/kg (≤ 50 mg/kg)	Greater than 50 through 500 mg/kg (>50-500 mg/kg)	Greater than 500 through 5000 mg/kg (>500-5000 mg/kg)	Greater than 5000 mg/kg (>5000 mg/kg)
Inhalation LC ₅₀	Up to and including 0.05 mg/L (≤0.05 mg/L)	Greater than 0.05 through 0.5 mg/L (>0.05-0.5 mg/L)	Greater than 0.5 through 2.0 mg/L (>0.5-2.0 mg/L)	Greater than 2.0 mg/L (>2.0 mg/L)

Dermal LD₅₀	Up to and including 200 mg/kg (≤200 mg/kg)	Greater than 200 through 2000 mg/kg (>200-2000 mg/kg)	Greater than 2000 through 5000 mg/kg (>2000-5000 mg/kg)	Greater than 5000 mg/kg (>5000 mg/kg)
Primary Eye Irritation	Corrosive (irreversible destruction of ocular tissue) or corneal involvement or irritation persisting for more than 21 days	Corneal involvement or other eye irritation clearing in 8 - 21 days	Corneal involvement or other eye irritation clearing in 7 days or less	Minimal effects clearing in less than 24 hours
Primary Skin Irritation	Corrosive (tissue destruction into the dermis and/or scarring)	Severe irritation at 72 hours (severe erythema or edema)	Moderate irritation at 72 hours (moderate erythema)	Mild or slight irritation at 72 hours (no irritation or erythema)

The highlighted boxes reflect the values in the "Acute Toxicity" section of this fact sheet. Modeled after the U.S. Environmental Protection Agency, Office of Pesticide Programs, Label Review Manual, Chapter 7: Precautionary Labeling. <http://www.epa.gov/oppfead1/labeling/lrm/chap-07.pdf>

Signs of Toxicity - Animals

- Animals exposed to formulated glyphosate herbicides have displayed anorexia, lethargy, hypersalivation, vomiting, and diarrhea. Symptoms persisted for 2 to 24 hours following exposure. The surfactants in formulated products are thought to be responsible for the clinical signs.²²
- Clinical signs typically appear within 30 minutes to 2 hours following ingestion. Animals may exhibit excitability and tachycardia at first, followed by ataxia, depression, and bradycardia. Severe cases may progress to collapse and convulsions.¹⁵
- The Veterinary Poisons Information Service in London, England recorded 150 cases over an 8-year period of dogs exposed to glyphosate primarily from eating grass recently treated with formulated products. Of these, roughly 40% of the dogs exhibited no clinical signs, 45% exhibited mild to moderate clinical signs, and roughly 15% were classified as serious.¹⁵
- The Centre National d'Informations Toxicologiques Veterinaires of France reported 31 certain cases of intoxication of domestic animals by glyposate-containing products in a 3-year period. Most exposures resulted from animals ingesting the product prior to application. Of these cases, 25 were dogs and 4 were cats. Vomiting occurred within 1-2 hours of ingestion in 61% of the cases. Hypersalivation occurred in 26% of cases, and mild diarrhea was reported in 16% of cases. Centre records did not report long-lasting effects or any fatalities.²³

Signs of Toxicity - Humans

- In a review of 80 intentional ingestion cases, 79 of which were suicide attempts, researchers identified typical symptoms of erosion of the gastrointestinal tract, dysphagia or difficulty swallowing, and gastrointestinal hemorrhage. Seven cases resulted in death.²⁴ Accidental ingestions are associated with mild gastrointestinal effects.¹⁴
- Eye and skin irritation have occasionally been reported from dermal exposure to glyphosate formulations.^{13,14} However, adverse health effects are typically associated with exposure that occurs while mixing a concentrated product, not the use of dilute spray solutions.¹³ Permanent ocular or dermal damage is very rare.^{13,14,25}
- Inhalation of spray mist may cause oral or nasal discomfort, as well as tingling and throat irritation.¹⁴
- Always **follow label instructions** and take steps to **minimize exposure**. If any exposure occurs, be sure to follow the First Aid instructions on the product label carefully. For additional treatment advice, contact the Poison Control Center at 1-800- 222-1222. If you wish to **discuss an incident** with the National Pesticide Information Center, please call 1-800-858-7378.

Chronic Toxicity:

Animals

- Researchers gave beagle dogs capsules containing 0, 20, 100, or 500 mg/kg/day of glyphosate for one year. No effects were observed; the NOEL for systemic toxicity is greater than or equal to 500 mg/kg/day.²⁶ See the text box on **NOAEL, NOEL, LOAEL, and LOEL**.
- Male rats were fed a diet containing glyphosate at 89, 362, or 940 mg/kg/day and females were similarly fed at concentrations of 113, 457, or 1183 mg/kg/day for 2 years. In the high-dose female group, researchers observed decreased body weight gain. In the high-dose male group, researchers observed decreased urinary pH, increased evidence of cataracts and lens abnormalities, and increased liver weight. No effects were observed in the low-dose and mid-dose groups. The LOEL for systemic toxicity was 940 and 1183 mg/kg/day for males and females, respectively. The NOEL for systemic toxicity is 362 mg/kg/day for males and 457 mg/kg/day for females.²⁷
- Laboratory rats were fed diets containing glyphosate at doses of 0, 100, 300, or 1000 mg/kg/day for two years. After 52 weeks, some rats in the two highest dose groups had enlarged salivary glands with cellular changes. The NOEL was determined to be 100 mg/kg/day.²⁸
- The Acceptable Daily Intake (ADI) of a combination of glyphosate and certain metabolites (AMPA, N-acetyl glyphosate, and N-acetyl AMPA) for humans is 1.0 mg/kg. In 2011, the International Estimated Daily Intake (IEDI) of glyphosate and major metabolites was estimated to range from 0-2% of the ADI.^{29,30}
- The chronic reference dose for glyphosate is 1.75 mg/kg/day.³¹ See the text box on **Reference Dose (RfD)**.

NOAEL: No Observable Adverse Effect Level

NOEL: No Observed Effect Level

LOAEL: Lowest Observable Adverse Effect Level

LOEL: Lowest Observed Effect Level

Humans

- Researchers collected urine samples over 8 months from workers at two forestry nurseries where glyphosate was used for weed control. No glyphosate was detected in any of the 355 urine samples. The researchers attributed the lack of detected glyphosate in worker urine samples to the poor absorption of glyphosate through the skin.³² See the text box on **Exposure**.

Exposure: Effects of glyphosate on human health and the environment depend on how much glyphosate is present and the length and frequency of exposure. Effects also depend on the health of a person and/or certain environmental factors.

- Five forestry workers sprayed glyphosate for 6 hours a day over the course of a week. No statistically significant differences were found in medical examinations and laboratory testing performed on the workers following pesticide application.³³
- Researchers collected urine samples from farm families in South Carolina and Minnesota as part of the Farm Family Exposure Study. On the day of application, 60% of farmers had a detectable level of glyphosate in their urine of at least 1 ppb. The geometric mean of glyphosate detected was 3 ppb, with a maximum value of 233 ppb. Mean urinary concentrations of glyphosate were higher in farmers who did not use rubber gloves during application.³⁴

Endocrine Disruption:

Rats and mice were fed a diet containing 0, 3125, 6250, 12,500, 25,000, or 50,000 ppm of 99% pure glyphosate for 13 weeks. The two highest dose groups of male rats had a significant reduction in sperm concentrations, although concentrations were still within the historical range for that rat strain. The highest dose group of female rats had a slightly longer estrus cycle than the control group.³⁵

- Researchers reviewed the scientific literature on glyphosate, its major metabolite AMPA, formulated Roundup® products manufactured by Monsanto, and the surfactant POEA. They found no evidence of endocrine effects in humans or other mammals.¹³
- Glyphosate is included in the draft list of initial chemicals for screening under the U.S. EPA Endocrine Disruptor Screening Program (EDSP). The draft list of chemicals was generated based on exposure potential, not based on whether the pesticide is a known or likely potential cause of endocrine effects.³⁶

Carcinogenicity:

Animals

- Researchers fed rats a diet containing glyphosate at 0, 89, 362, or 940 mg/kg/day (males) and 0, 113, 457, or 1183 mg/kg/day (females) for two years. The low-dose and high-dose male groups had a slightly increased incidence of pancreatic islet cell adenomas and hepatocellular adenomas. The mid-dose and high-dose male and female groups had a slightly increased incidence of thyroid C-cell adenomas. The U.S. EPA concluded the adenomas were not treatment related.²⁷
- In a carcinogenicity study, mice were fed a diet containing glyphosate (0, 150, 750, or 4500 mg/kg/day) for 18 months. Researchers observed no effects in the low-dose and mid-dose groups. In the high-dose groups researchers observed decreased body weight gain in both male and female mice. In high-dose males, slightly increased incidence of renal tubular adenomas, increased incidence of hepatocellular hypertrophy, hepatocellular necrosis and interstitial nephritis were noted in the high-dose group. In females, researchers noted increased incidence of proximal tubule epithelial basophilia and hypertrophy at the highest doses. The U.S. EPA and an independent group of pathologists and biometricians concluded that the occurrence of adenomas was not caused by glyphosate.^{37,38}
- Based on this mouse study, the systemic NOEL and LOEL were determined to be 750 and 4500 mg/kg/day, respectively.⁶
- Goldfish (*Carassius auratus*) were exposed to 5, 10, or 15 ppm of the formulated product Roundup® containing the IPA salt of glyphosate and the surfactant POEA for 6 days. Researchers noted increased DNA and micronuclei damage in the peripheral erythrocytes. This may have resulted from decreased DNA repair. Genotoxicity test results are generally mixed, although formulated products appear to be more likely to cause effects than glyphosate alone.³⁹
- Glyphosate has been the subject of numerous genotoxicity tests and the results are overwhelmingly negative.²⁹

Humans

- The U.S. EPA classified glyphosate as Group E, evidence of non-carcinogenicity in humans. The U.S. EPA does not consider glyphosate to be a human carcinogen based on studies of laboratory animals that did not produce compelling evidence of carcinogenicity.⁶ See the text box on **Cancer**.

Cancer: Government agencies in the United States and abroad have developed programs to evaluate the potential for a chemical to cause cancer. Testing guidelines and classification systems vary. To learn more about the meaning of various cancer classification descriptors listed in this fact sheet, please visit the appropriate reference, or call NPIC.

- Researchers reviewed the scientific literature on glyphosate, its major metabolite AMPA, formulated

Roundup® products manufactured by Monsanto, and the surfactant POEA. They found that Roundup® and its components did not cause mutations or tumor formation. The researchers concluded that glyphosate is not carcinogenic.¹³

- Researchers assessed the exposure-response relationship between use of products containing glyphosate and cancer in 57, 311 licensed pesticide applicators participating in the Agricultural Health Study. Exposure to glyphosate was not associated with overall cancer incidence or most cancer subtypes. In a small number of cases, there was a "suggested association" between glyphosate exposure and multiple myeloma incidence.⁴⁰
- The International Agency for Research on Cancer (IARC) classified glyphosate as Group 2A, "probably carcinogenic to humans".⁴¹

Reproductive or Teratogenic Effects:

Animals

- Researchers dosed pregnant rats with glyphosate by gavage (stomach tube) on gestation days 6-19 at doses of 0, 300, 1000, or 3500 mg/kg/day. At the highest dose, they detected decreased body weight gains in both the dams and fetuses, increased maternal mortality, and an increased number of fetal skeletal abnormalities. The NOEL for maternal and developmental toxicity was 1000 mg/kg/day and the LOEL was 3500 mg/kg/day.⁴²
- In a developmental study, scientists exposed pregnant rabbits to glyphosate by gavage on gestation days 6-27 at doses of 0, 75, 175, or 350 mg/kg/day. They detected no developmental effects. At the highest dose tested, the animals exhibited diarrhea, nasal discharge, and increased mortality; too many animals died in this group to assess developmental effects at this dose. The NOEL for maternal effects was 175 mg/kg/day.⁴³
- Dietary concentrations of up to 10,000 ppm or 293 mg/kg/day of glyphosate given to rats over two generations had no effect on male or female sexuality and fertility. The NOAEL for parental and offspring toxicity is 3000 ppm, based upon a reduction of body weight at 10,000 ppm.^{29,44}
- Researchers reviewed the scientific literature on glyphosate, its major metabolite AMPA, formulated Roundup® products manufactured by Monsanto, and the surfactant POEA. They concluded that neither glyphosate, AMPA, nor POEA caused reproductive effects in various animal studies.¹³

Humans

- Questionnaires filled out by farm operators and eligible couples collected during the Ontario Farm Family Health Study suggested that there was an association between preconception exposure to pesticide products containing glyphosate and elevated risks of late spontaneous abortion.⁴⁵

Fate in the Body:

Absorption

- Animal studies have indicated that 30-36% of glyphosate is absorbed after ingestion.^{11,13,46}
- Dermal absorption of glyphosate is poor.⁶ An *in vitro* experiment with human skin resulted in a maximum of 2.2% of 2.6 µg/cm² glyphosate was absorbed across the skin. Absorption peaked 8 hours after administration.⁴⁷
- Researchers applied glyphosate to abdominal skin of monkeys at doses of 5400 µg or 500 µg over 20 cm² of skin. Over a 7 day period, 73.5% and 77.1% of the applied dose remained on the skin.⁴⁷

Glyphosate is non-volatile. Absorption from inhalation exposure is not expected to be significant.

Distribution

- Rats dosed orally with 10 mg/kg glyphosate attained peak concentrations in their tissues 6 hours following dosing. The gastrointestinal tract contents accounted for 50% of the dose, with the tissue of the small intestine accounting for an additional 18%. Approximately 5% of the dose was found in bone and 6% in the carcass, with 1% or less of the dose distributed to abdominal fat, blood, colon, kidney, liver, and stomach.⁴⁶
- Researchers gave rats a single oral dose of 10 mg/kg or 1000 mg/kg of glyphosate. Seven days after administration, the absorbed dose had distributed throughout the body, although it was primarily concentrated in the bone.⁴⁸
- Researchers fed hens and goats glyphosate and found glyphosate and its major metabolite AMPA in eggs, milk, and the animals' body tissues.^{13,49,50}

Metabolism

- Glyphosate undergoes little metabolism and is excreted mostly unchanged in the feces and secondarily in the urine.^{3,13,51}
- Samples taken from goats and hens fed glyphosate contained the parent compound and AMPA, but there was no evidence of other glyphosate metabolites in body tissues, eggs, or milk.⁶
- High ratios of glyphosate to AMPA were detected in a human patient's blood serum 8 hrs (22.6 µg/mL glyphosate to 0.18 µg/mL AMPA) and 16 hrs (4.4 µg/mL glyphosate to 0.03 µg/mL AMPA) post-ingestion, as well as in the patient's total amount of urine. This indicates that glyphosate metabolism was minimal.⁵²

Excretion

- Animal studies indicate that glyphosate is primarily excreted through the urine and feces.^{3,13,51}
- A rat given a single oral dose of glyphosate eliminated 0.27% of the administered dose as carbon dioxide, and excreted 97.5% as glyphosate in urine and feces. Researchers detected AMPA in urine (0.2-0.3% of administered dose) and feces (0.2-0.4% of administered dose).^{53,54}
- Glyphosate is cleared from the body of rats 168 hours after administration.¹¹
- Two human patients who were poisoned with glyphosate had peak plasma glyphosate concentrations within 4 hours of ingestion. After 12 hours, glyphosate was almost undetectable.⁵⁵

Medical Tests and Monitoring:

- Glyphosate exposure can be monitored through measurement of glyphosate and AMPA concentrations in blood or urine.^{11,56,57} Detection methods include gas chromatography and high-performance liquid chromatography.^{52,57,58} However, the clinical significance of residues in human tissues is unknown.
- Researchers developed a sensitivity enhanced multiplexed fluorescence covalent microbead immunosorbent assay (FCMIA) for the measurement of glyphosate in urine.⁵⁹ This method was used to detect glyphosate in a study among farm and non-farm households in Iowa.⁶⁰

Environmental Fate:

Soil

The median half-life of glyphosate in soil has been widely studied; values between 2 and 197 days have been reported in the literature.^{7,51} A typical field half-life of 47 days has been suggested.⁴ Soil and climate conditions affect glyphosate's persistence in soil.¹ See the text box on **Half-life**.

- Glyphosate is relatively stable to chemical and photo decomposition.⁶ The primary pathway of glyphosate degradation is soil microbial action, which yields AMPA and glyoxylic acid. Both products are further degraded to carbon dioxide.³
- Glyphosate adsorbs tightly to soil. Glyphosate and its residues are expected to be immobile in soil.⁶

The "half-life" is the time required for half of the compound to break down in the environment.

1 half-life = 50% remaining
 2 half-lives = 25% remaining
 3 half-lives = 12% remaining
 4 half-lives = 6% remaining
 5 half-lives = 3% remaining

Half-lives can vary widely based on environmental factors. The amount of chemical remaining after a half-life will always depend on the amount of the chemical originally applied. It should be noted that some chemicals may degrade into compounds of toxicological significance.

Water

- The median half-life of glyphosate in water varies from a few days to 91 days.¹
- Glyphosate did not undergo hydrolysis in buffered solution with a pH of 3, 6, or 9 at 35 °C. Photodegradation of glyphosate in water was insignificant under natural light in a pH 5, 7, and 9 buffered solution.^{61,62}
- Glyphosate in the form of the product Roundup® was applied to aquatic plants in fresh and brackish water. Glyphosate concentrations in both ponds declined rapidly, although the binding of glyphosate to bottom sediments depended heavily on the metals in the sediments. If chelating cations are present, the sediment half-life of glyphosate may be greatly increased.⁶³
- Glyphosate has a low potential to contaminate groundwater due to its strong adsorptive properties. However, there is potential for surface water contamination from aquatic uses of glyphosate and soil erosion.⁶
- Volatilization of glyphosate is not expected to be significant due to its low vapor pressure.⁶

Air

- Glyphosate and all its salts are very low in volatility with vapor pressures ranging from 1.84×10^{-7} mmHg to 6.75×10^{-8} mmHg at 25 °C.^{1,4,8}
- Glyphosate is stable in air.¹

Plants

- Glyphosate is absorbed by plant foliage and transported throughout the plant through the phloem.³ Glyphosate absorption across the cuticle is moderate, and transport across the cell membrane is slower than for most herbicides.⁴ Because glyphosate binds to the soil, plant uptake of glyphosate from soil is negligible.³
- Glyphosate accumulates in meristems, immature leaves, and underground tissues.⁴
- Very little glyphosate is metabolized in plants, with AMPA as the only significant degradation product.³
- Lettuce, carrots, and barley contained glyphosate residues up to one year after the soil was treated with 3.71 pounds of glyphosate per acre.^{64,65}
- Glyphosate had a median half-life of 8 to 9 days in leaf litter of red alder and salmonberry sprayed with Roundup®.⁵¹

Indoor

- All surface wipe and dust samples collected from five farm households in Iowa contained detectable levels of glyphosate ranging from 0.0081-2.7 ng/cm². In six non-farm households, 28 out of 33 samples collected contained detectable levels of glyphosate ranging from 0.0012-13 ng/cm².⁶⁶

Food Residue

- Glyphosate was not included in compounds tested for by the Food and Drug Administration's (FDA) Pesticide Residue Monitoring Program (PRMP), nor in the United States Department of Agriculture's Pesticide Data Program (PDP).

Ecotoxicity Studies:

Birds

- An acute oral toxicity study found that a single dose of technical grade glyphosate is practically non-toxic to bobwhite quail, with an LD₅₀ of greater than 2000 mg/kg.⁶⁷
- Studies with technical grade glyphosate found an 8-day dietary LC₅₀ greater than 4000 ppm for mallard ducks and bobwhite quail, indicating slight toxicity.^{67,68}
- Glyphosate is not expected to cause reproductive impairment in birds at dietary levels of up to 1000 ppm.⁶
- An ecological risk assessment concluded that the greatest risk posed by glyphosate and its formulated products to birds and other wildlife results from alteration of habitat.⁷

Fish and Aquatic Life

- Technical grade glyphosate ranges from slightly toxic to practically non-toxic to freshwater fish, with a 48-hour LC₅₀ of greater than 24 mg/L to 140 mg/L.⁶
- Formulated glyphosate products range from moderately toxic to practically non-toxic to freshwater fish, with 96-hour LC₅₀ values ranging from 1.3 mg/L to greater than 1000 mg/L.⁶
- The preparation of the surfactant POEA known as MON 0818 is used in some glyphosate formulations.⁷ POEA is moderately toxic to very highly toxic to freshwater fish. The 96-hour LC₅₀ values ranged from 0.65 mg/L to 13 mg/L. Products containing MON 0818 state on the label "This pesticide is toxic to fish".⁶
- The LC₅₀ of glyphosate for rainbow trout (*Onchorynchus mykiss*) was 140 mg/L, for fathead minnows (*Pimephales promelas*) was 97 mg/L, for channel catfish (*Ictalurus punctatus*) was 130 mg/L and for bluegill sunfish (*Lepomis macrochirus*) was 150 mg/L. When they were exposed to Roundup®, the LC₅₀s for these same fish were 8.3, 2.4, 13.0, and 6.4 mg/L, respectively.⁶⁹
- Technical grade glyphosate is slightly toxic to practically non-toxic to freshwater invertebrates, with a 48-hour LC₅₀ ranging from 55 ppm to 780 ppm.⁶ The 48-hour LC₅₀ for Daphnids was 3.0 mg/L and the LC₅₀ for midge larvae was 16 mg/L when exposed to the formulated product Roundup®.⁶⁹
- Researchers calculated LC₅₀ values for four species of amphibians (the northern leopard frog (*Rana pipiens*), the wood frog (*R. sylvatica*), the green frog (*R. clamitans*), and the American toad (*Bufo americanus*)) exposed to the original Roundup® formulation of glyphosate. The 24-hour LC₅₀ values for the different species ranged from 6.6 to 18.1 mg/L.⁷⁰
- Green frogs (*R. clamitans*) were exposed to technical glyphosate in the form of the isopropylamine salt, the surfactant POEA, and six formulated products containing glyphosate. The surfactant was most toxic to *R. clamitans* with a 24 and 96-hour LC₅₀ of 1.1 mg/L (95% CI 1.1-1.2) and 1.1 mg/L (95% CI 1.0-1.1),

respectively. Technical glyphosate was least toxic, with 24 and 96-hour LC₅₀ of >38.9 g/L. The toxicity of the formulated products fell between these values.⁷⁰

- A chronic toxicity study with technical grade glyphosate reported reduced reproductive capacity in *Daphnia magna* with a maximum acceptable toxicant concentration of 50 to 96 ppm.⁷¹
- Technical grade glyphosate is practically non-toxic to slightly toxic to estuarine and marine organisms. The 96-hour LC₅₀ is 281 ppm for grass shrimp (*Palaemonetes vulgaris*) and 934 ppm for fiddler crab (*Uca pagilator*).⁷² The 48-hour median lethal time (TL₅₀) is greater than 10 mg/L for Atlantic oyster (*Crassostrea virginica*).⁷³

Terrestrial Invertebrates

- Studies indicate that both technical and formulated glyphosate are practically non-toxic to honeybees, with acute oral and acute contact LD₅₀ values greater than 100 µg/bee.⁷⁴
- An ecological risk assessment of Roundup® concluded that the greatest risks to arthropods were from altered habitat structure and food availability.⁷
- The earthworm LC₅₀ in soil is greater than 5000 ppm for Monsanto's formulated product Roundup®.⁴

Regulatory Guidelines:

- The U.S. EPA classified glyphosate as Group E, evidence of non-carcinogenicity in humans.⁶
- The reference dose (RfD) for glyphosate is 1.75 mg/kg/day.³¹ See the text box on **Reference Dose (RfD)**.
- The Acceptable Daily Intake (ADI) of a combination of glyphosate and certain metabolites (AMPA, N-acetyl glyphosate, and N-acetyl AMPA) for humans is 1.0 mg/kg.^{29,30}
- The U.S. EPA has set a One-Day Health Advisory of 20 mg/L.⁷⁵
- The U.S. EPA has set a Ten-day Health Advisory of 20 mg/L.⁷⁵
- The maximum contaminant level (MCL) is 0.7 mg/L.⁷⁵ See the text box on **Maximum Contaminant Level (MCL)**.

Reference Dose (RfD): The RfD is an estimate of the quantity of chemical that a person could be exposed to every day for the rest of their life with no appreciable risk of adverse health effects. The reference dose is typically measured in milligrams (mg) of chemical per kilogram (kg) of body weight per day.

U.S. Environmental Protection Agency, Technology Transfer Network, Air Toxics Health Effects Glossary, 2009.
<http://www.epa.gov/ttnatw01/hlthef/hapglossaryrev.html#RfD>

Maximum Contaminant Level (MCL): The MCL is the highest level of contaminant that is legally allowed in drinking water. The MCL is enforceable. The MCL is typically measured in milligrams (mg) of contaminant per liter (L) of water.

U.S. Environmental Protection Agency, Region 5, Water, Underground Injection Control Terms, 2011.
<http://epa.gov/r5water/uic/glossary.htm#mcl>

Date Reviewed: September 2010; revised: June 2015

Please cite as: Henderson, A. M.; Gervais, J. A.; Luukinen, B.; Buhl, K.; Stone, D. 2010. *Glyphosate Technical Fact Sheet*, National Pesticide Information Center, Oregon State University Extension Services.
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Glyphosate: A review of its global use, environmental impact, and potential health effects on humans and other species

Martha E. Richmond¹

Published online: 28 September 2018
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Abstract

Glyphosate, [N-(phosphonomethyl) glycine], was synthesized in 1950 and patented as a chemical chelator, capable of binding metals such as calcium, magnesium, and manganese. Glyphosate's ability to bind to manganese was later found to inhibit an enzyme used by plants and bacteria for biosynthesis of three amino acids found in all proteins, and the commercial value of this property led to the development and marketing of glyphosate as a broad-spectrum herbicide. In 1974, the Monsanto Chemical Company introduced the herbicide as Roundup™, a formulation of glyphosate and adjuvants. Roundup™ was originally used for weed control in specific farming and landscaping operations and around power lines and train tracks. Following introduction of Roundup Ready™ seeds, in the 1990s, glyphosate use increased significantly. Although Monsanto's patent on glyphosate expired in 2002, the widespread and growing use of Roundup Ready™ seed globally and competitive glyphosate marketing by other chemical companies have led to glyphosate's significant increase in the environment. Concerns about potential adverse effects have also grown. While, at present, many regulatory agencies have determined that there is little risk of adverse health effects to the general public or to farmworkers using proper handling techniques, the International Agency for Research on Cancer (IARC) assessing hazard data on glyphosate identified it in 2016 as a category 2A carcinogen (likely to cause human cancer). Response to this classification has been divided: The agribusiness industry has been forceful in its opposition, while other experts support IARC's classification. The following article examines these issues. It also examines the basis for regulatory decisions, controversies involved, and questions of environmental justice that may or may not be addressed as glyphosate continues to be used.

Keywords Glyphosate · Environmental health · Ecosystem · Environmental justice · Agribusiness

Introduction

Glyphosate, or [N-(phosphonomethyl) glycine], is a broad-spectrum herbicide that is absorbed through the leaves and foliage of growing plants, inhibiting an enzyme involved in the synthesis of tryptophan, phenylalanine, and tyrosine, amino acids that are essential building blocks of proteins. Animals lacking the plant biosynthetic pathway must take these amino acids in through their diet. Thus, glyphosate does not have the same toxic effect on animals.

Glyphosate was originally synthesized and patented as a metal binding agent by a Swiss chemist in 1950. Although not initially used as a herbicide, it became recognized that

glyphosate binds to manganese, essential to an enzyme necessary to the biosynthetic pathway for tyrosine, phenyl alanine, and tryptophan formation (amino acids found in all proteins). The biosynthetic pathway for the formation of the amino acids and the specific step in the pathway inhibited by glyphosate are shown in Fig. 1.

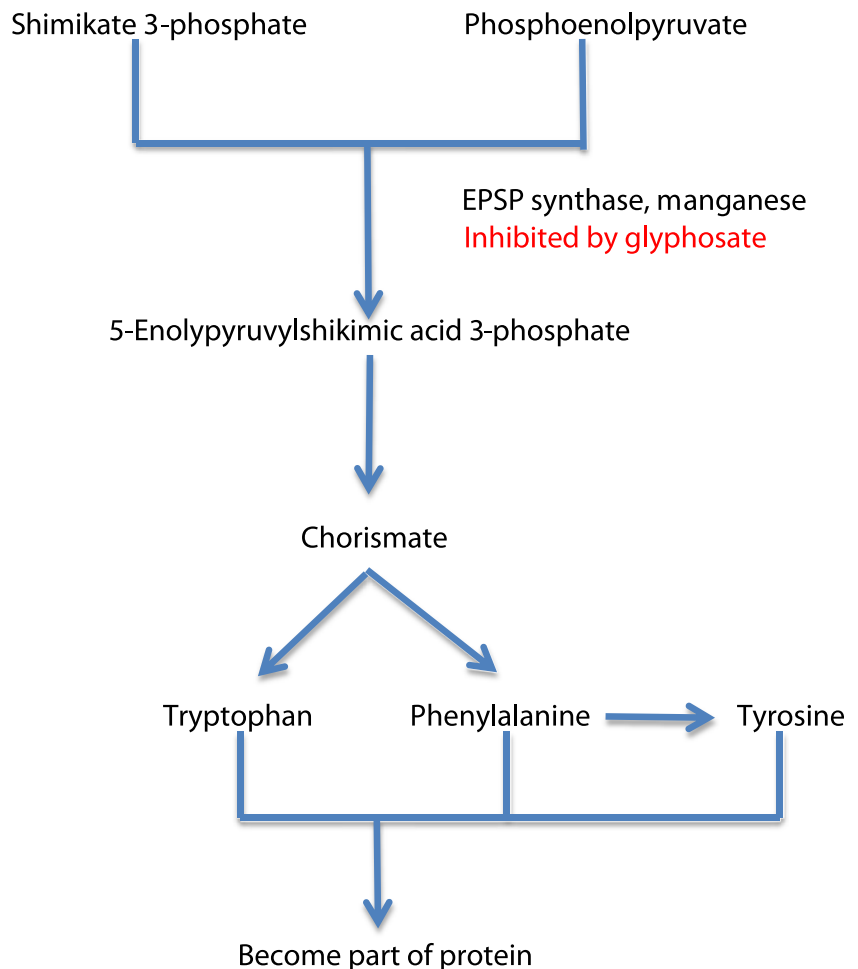
Once the inhibitory effect of glyphosate was seen, it was quickly recognized that it could have commercial applications because of its potential to kill unwanted plants, and, in theory, not harming animals. Further investigations demonstrated not only broad-spectrum herbicidal activity (Dill et al. 2010), but also a low acute toxicity, far less toxic than that of several other broad-spectrum herbicides. Glyphosate's high LD₅₀ (mean lethal acute dose) is comparable to that of table salt (Fishel et al. 2013). It is water soluble, and, presumably therefore, readily excreted by animals following intake.

Monsanto marketed glyphosate under the trade name Roundup™ and held the patent from 1974 until its

✉ Martha E. Richmond
mrichmond@suffolk.edu

¹ Suffolk University, Boston, MA, USA

Fig. 1 Biosynthetic pathway for formation of tryptophan, phenylalanine and tyrosine, indicating step inhibited by glyphosate



expiration in 2000. When first marketed, it was heralded as a “breakthrough” in herbicides. Original commercial use was for weed control, including elimination of unwanted plants around power lines and train tracks, in fruit production for elimination of weeds between rows in orchards, and following crop harvest, for removal of unwanted plant growth in fields. However, the volume of glyphosate use increased dramatically with the introduction of Roundup Ready™ genetically engineered commercial crops in the 1990s, making it possible to use glyphosate for weed control before and during crop growth as well as after harvest. It could also be used just prior to harvest in certain applications. The expansion of ways that glyphosate could be used has resulted a dramatic increase in the volume of herbicide used. Today, glyphosate use is global.

Initially, little concern was voiced about its commercial (or other) uses. Nevertheless, as it became consumed more extensively, safety concerns did arise: concerns about safety to the general environment and ecosystem, to the waterways, to animals, and, ultimately, to humans. The following paper discusses each of these issues, examining the growth and global spread of glyphosate use, its short- and long-term effects, its environmental impact, controversies about potential health

effects, and other influences that glyphosate use may have on those who are frequently exposed.

Use of glyphosate

Today, a large percentage of glyphosate use is associated with the development and marketing of Roundup Ready™ seed. Initial seed included soybean, corn, and cotton; nevertheless, since the introduction of these original seeds in the mid-1990s, many other glyphosate-resistant seeds have also been developed and marketed. Important commercial crops now include canola, sugar cane, and sugar beets, as well as a number of crops grown on a less wide-scale basis. Glyphosate also continues to be used for weed control in non-farming applications.

Although Monsanto’s patent has expired, the development of more glyphosate-resistant seeds; the increased planting of glyphosate-resistant crops; and, because of competition, the decreased cost of the herbicide globally are all major contributors to the larger application of glyphosate/acre and to the increased volume of use worldwide.

Environmental breakdown is primarily through the action of soil microorganisms. The primary breakdown products are aminomethylphosphonic acid (AMPA) and carbon dioxide. Like glyphosate, AMPA binds tightly to soil and is slowly degraded, ultimately breaking down into phosphate, ammonia, and carbon dioxide.

2. Water: Since they are both polar molecules, glyphosate and AMPA readily dissolve in bodies of water. They may enter rivers and streams as run off or may first enter the atmosphere attached to soil dusts, which subsequently dissolve in rivers and streams. In rivers and streams, the half-life of each compound varies, depending on water composition and pH, as well as composition of bottom sediments which can be a major “sink,” especially if the sediments contain metal ions. Henderson et al. (2010) report median half-lives ranging from a few to 91 days. A recent report from the US Geological Survey (Battaglin et al. 2014) that examined water and soil samples from 38 states collected from 2001 to 2010 found glyphosate and AMPA to be widespread in the environment, especially in sediments, soils, precipitation, ditches, drains, rivers, and streams.

Since both glyphosate and AMPA bind tightly to soils allowing break down by soil microorganisms, it is often felt that little glyphosate enters groundwater. Nevertheless, a few studies do report small amounts in groundwater samples (Sanchís et al. 2012; Vereecken 2005). The presence of meaningful amounts seems to reflect periods of heavy precipitation. A study reported by Sanchís and coworkers Sanchís et al. (2012) detailed an analysis of 140 groundwater samples taken in Catalonia, Spain. Roughly 40% of samples analyzed contained glyphosate. Although the mean concentration in groundwater was small (mean concentration 200 ng/L), higher concentrations were found where groundwater samples were taken during a period of heavy precipitation that followed earlier periods of drought, suggesting leaching from soil.

3. Soil organisms: Data on the effects of glyphosate on soil organisms are complex, and findings have been contradictory (Soil Association 2016). Perhaps this is not surprising, given the number of factors that come into play: the composition of different soils which not only determines how strongly glyphosate and AMPA bind, but also the make-up of the microorganism community, the water content of the soil, the pattern of glyphosate use (whether soils tested have been exposed once or on multiple occasions), and whether the soils contain breakdown of plant material treated with glyphosate.

Since glyphosate targets a biosynthetic pathway unique to bacteria and plants, it is to be expected that when first applied,

the exudate of root tips into soil would inhibit growth of bacteria dependent on this pathway. However, over time, mutational events may select for bacteria resistant to glyphosate’s inhibitory effects. It can be theorized that this selection would change the microbial make-up of the area surrounding plant roots (the rhizosphere), an expectation that has been corroborated in a number of studies (Soil Association 2016). It is, however, difficult to determine specific trends in microbiological changes, or to assess the potential significance of changes. In part, this reflects differences in study design. Some investigations have looked at field changes. Some have compared rhizosphere differences between the rhizospheres of resistant and sensitive plants. Some have examined results of multiple applications. Still others have looked at generational differences. Finally, soil compositions and choice of plants for examination differ from study to study. Looking at glyphosate transfer from the rhizosphere of target (weed) to non-target (crop or landscape) plants, Neumann et al. (2006) found that the transfer inhibited root uptake of essential micronutrients by non-target plants, thus posing a threat to non-target plant growth and nutrition. Kremer and Means (2009) found that the rhizosphere of glyphosate-treated plants supported growth of fungal species; roots of treated plants had fewer nodules.

Consistent with the expectation that glyphosate treatment would select for organisms that are resistant to the inhibitory effects on the enzyme involved in biosynthesis of tyrosine, tryptophan, and phenylalanine, Araújo et al. (2003) found an increase in fungi and particular groups of bacteria as well as an increase in markers of bacterial respiration among organisms found in samples of Brazilian soils treated with glyphosate. Newman et al. (2016), in a controlled experiment over several growth seasons, reported differences in the mix of bacteria found in the rhizosphere of corn and soybean cultures and suggest that some of the shifts might lead changes in the nutrient status of the glyphosate-treated plants.

Weed resistance

As noted by a number of investigators (Benbrook 2016; Cerdiera et al. 2011; Duke 2017; Heap and Duke 2018; Mortensen et al. 2012), the large-scale use of glyphosate has led to growth in glyphosate tolerance among target plants, as well as the evolution of glyphosate-resistant weeds. Weed resistance to glyphosate was first reported in 1996 when *Lolium rigidum* was found in an apple orchard in Australia. Resistance has grown considerably since the first report. Heap and Duke (2017) detailed the evolution of 38 resistant weed species in 37 countries. Resistance has been found in 34 different crops, and glyphosate-resistant weeds have been found growing in several non-crop environments. One response to the evolution of glyphosate-resistant weeds has been the development of GM crops resistant to several herbicides. For example, Monsanto has developed a strain of cotton sold as

Use in the USA

The widespread use of glyphosate use in the USA is expected to increase in the foreseeable future. Although exact data for all uses are not available, relatively precise findings and predictions can be made from available information. Benbrook (2016) analyzed information available through the US Department of Agriculture (USDA) National Agricultural Statistics Service and the US Environmental Protection Agency (EPA) to estimate the volume of use. Taking such information, Benbrook noted the following:

- Overall, in the USA, roughly 67% of the total glyphosate use since its introduction in 1974 has taken place in the decade 2004–2014.¹
- The overall increase of glyphosate use (1974 to 2014) is estimated to be 200-fold, with agricultural use contributing to 90% of this growth.¹ Breaking this down into sector, agricultural use increased 300-fold and non-agricultural use increased approximately 40-fold.¹
- From 1974 to 1995, glyphosate use grew from 1,400,000 to 40,000,000 lb (roughly 30-fold). Agricultural use grew from 800,000 to 27,500,000 lb (roughly 34-fold) and non-agricultural use grew from 600 to 12,500 lb (approximately 20-fold).¹
- From 1995 to 2014, while the volume of use was significantly greater than it was before introduction of GM crops, the rate of growth was less: overall use increased approximately 7-fold with agricultural use expanding at a greater rate (9-fold), and non-agricultural use expanding roughly 2-fold.¹
- By 2010, agricultural applications accounted for 90% of glyphosate use. This pattern has continued.

Global use

The expiration of the Monsanto's glyphosate patent in 2000 and the rise in glyphosate production by other companies (including Bayer, DuPont, Syngenta, BASF, Crop Science, and Dow as well as several Chinese companies) make it increasingly challenging to access data regarding use or volume of sales. At the present time, major sources of specific data are for-purchase trade reports. Descriptive reports indicate that China is today the major producer of glyphosate (Global Information, Inc. 2013).

A recent growth estimate from a trade report (Transparency Market Research 2014) anticipates a global rate of growth

¹ Data based on information from US Department of Agriculture, National Agriculture Statistical Service, and the US Environmental Protection Agency (EPA). Data from EPA includes both farming and non-farming uses, and calculations for non-agricultural use represent adjustments, taking the higher EPA estimates into consideration.

from 2012, rated as US\$5.46 billion in 2012, to reach US\$8.79 billion by 2019. Other points include the following:

- Globally, soybean is the major glyphosate resistant crop (Benbrook 2016).
- The USA, Argentina, and Brazil are the largest users of glyphosate and glyphosate-resistant seeds (Benbrook 2016).
- Patterns of glyphosate use (frequency of application, pattern of application, strength of herbicide) vary according to farming practices as well as time of introduction of glyphosate and glyphosate-resistant crops in different countries.
- Among Asian/Pacific countries, China and India are the primary users of glyphosate, with much of the use tied to GM seed.
- Use of glyphosate in the European Union has fluctuated within recent years as the result of regulatory issues.
- In sub-Saharan Africa, South Africa is a major user of GM seed and glyphosate.

According to the African Centre for Biodiversity, overall use of glyphosate increased from 12 million to 20 million liters from 2008 to 2012. From 2007 to 2011, glyphosate imports increased by 177% (African Centre for Biodiversity 2015). However, sub-Saharan Africa use varies from country to country, in part because of regulatory considerations, but also because of economic forces. Gabowski and Jayne (2016) found that while overall use is increasing, wide variations exist. Large-scale commercial products such as cotton, maize, and soy are more frequently grown using a combination of GM technology and glyphosate weed control, especially true in South Africa where use is extensive. A recent report from South Africa notes that approximately 85% of both maize (corn) and soy seed are genetically modified, often glyphosate tolerant (Albrecht 2017). Initially approved for use in 1975, glyphosate is now used not only for commercial production of maize and corn but for production of many other crops grown in farms, orchards, and vineyards.

Glyphosate in the environment

Soil, water, and soil organisms

1. Soil: Glyphosate readily attaches to soil following spray application and is released relatively slowly. Release rates depend on soil composition, rainfall, water, and the type of tilling (Vereecken 2005). Depending on soil composition, half-lives of attachment can range anywhere from days to several months (Henderson et al. 2010).

Table 1 US agencies: assessment and classification of glyphosate

Agency	Assessment date and ruling	Comments
US Environmental Protection Agency (EPA)	2017 re-evaluation; not likely to be a human carcinogen	Weight-of-evidence assessment of data on glyphosate alone; rat studies est. LOAEL 940 mg/kg/day; chronic dietary intake NOAEL 100 mg/kg/day. “Not likely to be carcinogenic to humans”
Occupational Safety and Health Agency (OSHA)	Advisory information on occupational handling	Primarily address short term occupational exposure effects. TLV (threshold limiting value) not established.
National Institutes of Occupational Safety and Health (NIOSH)	No significant research or assessment	Review on hazardous substances in waste sites
Agency for Toxic Substances and Disease Registry (ATSDR)	Scheduled assessment initiated in 2015	Report release and public comment scheduled for 2018
National Toxicology Program (NTP)	Program to evaluate glyphosate toxicity alone or in formulations and to compare formulation effects scheduled in 2016	No report issued to date. In 1992, NTP determined that glyphosate not a carcinogen risk. Findings in 1992 based on animal and mutagenic studies.
California	In 2017, identified as a hazardous chemical under Proposition 65	Listed under Proposition 65 as causing cancer base; included in hazardous substances list, but based on 2018 court ruling information not listed on glyphosate containing products

were, however, submitted by industry to regulatory agencies as part of approval processes.

In 2015, IARC, using its established risk criteria, classified glyphosate as a category 2A substance (likely to be a human carcinogen). A summary of the IARC assessment can be found in a *Lancet Oncology* 2015 publication (Guyton et al. 2015). Details of the IARC assessment are published in volume 112 of the IARC Monographs (International Agency for Research on Cancer 2017).

In assessing the carcinogenic potential of glyphosate, the IARC working group considered three areas: epidemiologic studies, animal studies, and in vitro and in vivo studies with various end points of genotoxicity.

1. Epidemiologic studies. Among the evaluated studies were several case control investigations that examined non-Hodgkin’s lymphoma (DeRoos, De Roos et al. 2003; McDuffie, McDuffie et al. 2001; and Eriksson, Eriksson

et al. 2008) and a prospective cohort investigation which was part of the agricultural health study (DeRoos De Roos et al. 2005). While the IARC working group found the case-control studies, adjusted for confounding effects of other pesticides to show a positive association between glyphosate exposure and the development of non-Hodgkin’s lymphoma, this was not found with the agricultural health study (DeRoos, et al., De Roos et al. 2005), a cohort study.

2. Animal studies. IARC found that two animal studies provided strong evidence of carcinogenicity. Included were findings of renal tumors and a rare blood vessel tumor in mice (EPA, 1985; EPA, 1986) as well as benign pancreatic tumors in rats. While several controlled exposure animal studies of the Monsanto-sponsored review articles published prior to deliberations of the IARC working group were cited, it was noted that “The Working Group did not evaluate these studies....because the information

Table 2 International agencies: assessment and classification of glyphosate

Agency	Assessment date and ruling	Comments
International Agency for Research on Cancer (IARC)	Hazard identification of glyphosate as category 2A substance (probable human carcinogen)	Hazard identification not risk assessment; IARC policy to use peer-reviewed published data and other publically available data
European Food Safety Authority (EFSA)	In 2015 determined that glyphosate “unlikely to pose a carcinogenic hazard to humans”	Used peer reviewed literature and analysis of findings and raw data contained in “regulatory guideline studies”
Joint World Health Organization and Food and Agricultural Organization (JMPR)	In 2017 determined dietary intake of glyphosate unlikely to be a carcinogen hazard	Uses published and unpublished data
European Union	In 2017 voted to extend use for five-year period	Extension period “abbreviated.” Majority of member nations (18) voted to approve extension. France and Italy opposed. One member-nation abstained.

Bollgard II® XtendFlex™ Cotton that is resistant to dicamba, glufosinate, and glyphosate. A strain of soybean, Roundup Ready 2 Xtend™ Soybeans, is resistant to dicamba and glyphosate. Other authorities, responding to the emergence of glyphosate resistance, advocate more integrated approaches such as crop rotation and efficient use (time of use, thoroughness of application, and application to weeds at the appropriate growth/developmental stage) as alternative approaches to glyphosate resistance (Young 2018).

Health effects

Overview

Reports of acute toxic effects resulting from accidental or intentional ingestion of glyphosate can be found in the literature. However, the major concerns about health effects consider adverse outcomes that may arise because of the increasingly ubiquitous presence of glyphosate in the environment. This raises issues about the effects it may have on a variety of animals in the larger ecosystem. Finally, while small in amount, glyphosate may also be found in processed foods, especially foods from soy and corn, and may also be found in milk from cows that have ingested small amounts of the herbicide.

Regarded as the so-called active ingredient in commercially available herbicides, many regulatory agencies focus on the health effects of glyphosate alone and have established toxicological parameters for human exposure based on this approach. However, whether or not the adjuvants used in commercial delivery of glyphosate have toxicological properties per se, adjuvants are usually mixtures of more than one chemical, and mixture components may modulate the effects of glyphosate in “real life.” Mesnage et al. (2015) summarize the results of 18 in vitro studies comparing various health end points resulting from exposure to glyphosate alone or glyphosate as part of the commercial product Roundup™ or glyphosate in other commercial products. While these investigations examined a variety of cell/organ lines, had different exposure designs, and did not consistently use Roundup™ as the only adjuvant formulation, the vast majority (16/18) reported more toxic effects from glyphosate plus adjuvant than from glyphosate alone.

Ecosystem health effects

Effects of glyphosate and its various formulations have been studied in a number of organisms present in the larger ecosystem. These include invertebrates, specifically, earthworms; insects; and marine crustaceans. They also include a variety of fish as well as non-human mammals.

Findings from more recent studies are summarized below.

1. Earthworms: A frequently cited advantage of using herbicides such as glyphosate in farming is that their use decreases soil tillage and, with less tillage, earthworm populations will increase. A review study reported by Broines and Schmidt (2017) analyzes data gathered over approximately 65 years to support this claim. Implicit in this finding, however, is that herbicides such as glyphosate would not adversely affect the earthworm populations that have a critical role in maintaining soil health. However, a number of reports suggest that glyphosate does affect earthworms. Findings include avoidance (Verrell and Van Buskirk 2004), bioaccumulation (Contardo-Jara et al. 2009), a decrease in interaction between an earthworm species and mycorrhizal fungi (both essential components of healthy soil; Zailer et al. 2014), changes in burrowing/tunneling behavior (Gaupp-Berghausen et al. 2015; Domínguez et al. 2016), and reproductive capacity (Domínguez et al. 2016). With respect to avoidance, a more recent study did not detect avoidance behavior among earthworms exposed to recommended application doses of glyphosate (Santos et al. 2012).
2. Insects and arthropods: The effects of glyphosate on a number of insect species have been reported in the scientific literature. This includes reports of effects on species of mosquitoes (Morris et al. 2016), aphids (Saska et al. 2016), honeybees (Sol Balbuena et al. 2016; Herbert et al. 2014), and varieties of beetles, including a species that was introduced to control plant predators in sub-tropical environments (Mirande et al. 2010). Herbert et al. (2014) report that glyphosate affects the flight pattern and homing time of honey bees, as well as appetite and foraging behavior. In contrast, Thompson and coworkers (Thompson et al. 2014) report no effect of glyphosate on honeybee brood development.

The effects of glyphosate on arthropod predators that are important for biological control of agricultural pests were reported by two groups. Benamú et al. (2010) reported negative outcomes for prey consumption, web building, fertility, and development of progeny among *Alpaida veniliae*, an orb web weaver spider. Evans et al. (2010) reported behavioral changes in the wolf spider, *Pardosa milvina*, changes that could affect the species' predatory behavior and might have an impact on biological control.

3. Marine animals (fish and amphibians): Recognizing that glyphosate can enter waterways through run-off or from soil dusts, and that very small amounts may also enter the water table, a number of investigators have examined the effects of glyphosate on marine animals and amphibians. Many of these studies have looked at effects on marine

organisms or amphibians at doses related to the LC₅₀ (mean lethal concentration) and have used glyphosate alone and glyphosate as part of a herbicide preparation. They have also looked at a variety of marine and amphibian species. These studies, while demonstrating toxicity to marine animals, used concentrations that are unlikely to be found in waterways. Hence, findings, while valuable, may not provide comprehensive information about the present long-term effects of glyphosate in the ecosystem and may not reflect anticipated environmental exposure.

4. Potential effects on farm animals: Glyphosate is widely used in commercial corn and soybean production, two important components of livestock feed. A USDA report notes that glyphosate represented 50% of all herbicides used per acre of planted farmland for a group of 21 crops and 85% of all herbicides used in soybean growth in 2008 (Fernandez-Cornejo et al. 2014). In 2011, the USDA reported glyphosate residues of 1.9 ppm in 90.3% of soybean samples analyzed; however, in 2016, the USDA excluded soybean testing (US Right to Know 2016). Glyphosate use in corn production was somewhat less. Given this use, concerns have been expressed that glyphosate may be found in animal feed, which might, in turn, affect farm animals or milk production. Krüger et al. (2014) report that cattle from eight different Danish dairy farms excreted glyphosate. Several biological markers of cell damage were elevated. In contrast, Donkin and co-workers (Donkin et al. 2003) found no differences in fat-corrected milk production or milk composition among cows fed a diet containing Roundup Ready™ corn product or corn product from conventional corn.

Carcinogenicity

The possibility that long-term exposure to glyphosate alone or in formulations might lead to the development of cancer has been investigated for some time. A large number of controlled exposure animal studies, human epidemiology studies, and in vitro investigations have been conducted, from the early 1990s until the present time. Study findings together with information about glyphosate's environmental presence have been used to assess the basis for regulation by a number of local, national, and international agencies. Most regulation is based on risk assessment, although the focus of other organizations has been on hazard identification.

When glyphosate was first introduced as a herbicide, many regulatory agencies assessing health risk to the general population or to farm/orchard and other field workers concluded that, as used, glyphosate was not a carcinogen and posed little other health risk. Its increased use and greater environmental use over time led to a reassessment of hazards, including carcinogenicity. Tables 1 and 2 provide a summary of up-to-date

classifications and regulatory actions, locally, nationally, and internationally.

Controversies about carcinogenicity: IARC and the agrichemical community

In 1994, glyphosate was given a low priority for carcinogenic evaluation by IARC (Viano et al. 1994). However, with ensuing developments, this concern was revisited. In 2014, IARC convened a meeting of 21 scientific advisors representing 13 countries, to prioritize chemicals or groups of chemicals identified through a call for nominations. Organophosphate pesticides/herbicides were listed among a group given moderate or high priority for assessment of health hazard (IARC monographs on the evaluation of the carcinogenic risks to humans 2014; Straif et al. 2014). In selecting this group of compounds, IARC considered new findings, especially those of cancer epidemiology and mechanisms that had been published since prior considerations. As noted in the Guyton article, consideration was also given to addressing cancer incidence in low- and medium-income countries.

Prior to IARC's hazard assessment, a series of review articles, in part commissioned by Monsanto, were published in the peer-reviewed literature. As well as Monsanto-associated contributors, representatives from other chemical industries, members of the Glyphosate Task Force (a consortium of some 20 industrial organizations working together to renew the EU glyphosate registration), academicians, and private consultants participated in the series. As a whole, the articles critiqued studies that were expected to be considered by IARC.

Included in the series were the following articles:

- A critical analysis of animal carcinogenicity studies (Griem et al. Greim et al. 2015)
- A critical analysis of data evaluating genotoxicity to humans exposed to glyphosate (Kier 2015).
- An evaluation of several unpublished animal studies looking at the potential of glyphosate exposure to result in developmental cardiovascular toxicity. (Kimmel et al. 2013)
- A critique of studies looking at glyphosate as a genotoxic agent (Kier and Kirkland 2013)

While each article focuses on a different aspect of glyphosate assessment (genotoxicity, animal studies, developmental toxicity), taken together, the overall conclusion of the reviews was that glyphosate does not present significant genotoxic risks to human populations, nor do animal studies support a finding that it has carcinogenic potential in humans. Analyses in the reviews covered not only articles published in the peer-reviewed literature but also other analyses considered proprietary in nature, not available in open literature. These analyses

provided in the review article and its supplement was insufficient”(IARC monographs on the evaluation of the carcinogenic risks to humans 2017).

One controlled exposure animal study (Séralini et al. 2012), published prior to the IARC meeting, warrants attention. The article, which underwent peer review prior to publication, examined and compared the effects over a 24-month period on Sprague Dawley rats fed a diet of GM corn, treated or not treated with Roundup™, rats given water containing Roundup™, and control rats. Reported as a chronic health study, findings were that all treated groups had significantly greater numbers of tumors than control groups. Shortly after it was published, a number of criticisms appeared, coming both from the scientific community and from lay publications. In 2013, Elsevier, the publisher of *Food and Chemistry Toxicology*, retracted the article (Elsevier 2013) noting that “Ultimately, the results presented (while not incorrect) are inconclusive, and therefore do not reach the threshold of publication for *Food and Chemical Toxicology*.” In its retraction notice, Elsevier provided comments from a large number of authorities, both supporting retraction and supporting the publication. It is noteworthy that while many lay press publications called for retraction, others did not. Ultimately, the Seralini study was re-published in *Environmental Sciences Europe* (Seralini, et al., Séralini et al. 2014). While cited in the glyphosate monograph, IARC did not consider the later Séralini publication in its consideration of glyphosate, noting that “The Working Group concluded that this study conducted on a glyphosate-based formulation was inadequate for evaluation.”

3. Other findings. In addition to epidemiologic and animal studies, the IARC monograph noted studies that described glyphosate metabolites in blood of exposed individuals (Guyton et al. 2015) as well as several findings of genotoxicity, including those seen in residents of areas subject to aerial spraying (Bolognesi et al. 2009)

Response to IARC classification

Response within the scientific and regulatory community Not surprisingly, reaction to the IARC assessment was strong and controversial. The agricultural industry, facing potential economic challenges as well as litigation, attacked the assessment, and, by extension, US government funding for IARC. IARC and a large number of experts, in turn, responded, pointing out the IARC mission, as well as the strength of the working group observations and its conclusions. Other authorities have responded with an analysis of differences between IARC’s approach and analyses by other expert panels, used as risk assessment for regulatory purposes.

1. Industry response in the peer-reviewed literature: Significant response came through Monsanto. Following publication of the IARC monograph, a series of five review articles were published in a supplemental edition of *Critical Reviews in Toxicology*. The foreword to the review articles notes that [following release of the IARC monograph] “the Monsanto Company engaged Intertek, a scientific and regulatory consulting firm, to convene an independent scientific panel to evaluate and synthesize the scientific evidence of the potential carcinogenic hazard of glyphosate. The activities and conclusions of the independent panel are reported in the five papers in this special issue. Each of the five papers was rigorously reviewed by 5–10 independent reviewers selected by the CRT Editor and anonymous to the authors. A total of 27 different reviewers participated with several of the individuals reviewing all five papers. The authors of each paper were provided the review comments on their paper and asked to make appropriate revisions. The final papers, published here, represented the work product of the authors. Each paper includes an Acknowledgements section and an extensive Declaration of Interest section.” (McClellan 2016)

Included in the publication were the following papers:

- “A review of the carcinogenic potential of glyphosate by four independent expert panels and comparison to the IARC assessment” (Williams et al. 2016a)
- “Glyphosate in the general population and in applicators: a critical review of studies on exposures” (Solomon 2016)
- “Glyphosate epidemiology expert panel review: a weight of evidence systematic review of the relationship between glyphosate exposure and non-Hodgkin’s lymphoma or multiple myeloma” (Acquavella et al. 2016)
- “Glyphosate rodent carcinogenicity bioassay expert panel review”(Williams et al. 2016b)
- “Genotoxicity expert panel review: weight of evidence evaluation of the genotoxicity of glyphosate, glyphosate-based formulations, and aminomethylphosphonic acid” (Brusick et al. 2016)

The first article in the series (Williams et al. 2016a) summarizes the findings of those participating in the commissioned examination of the IARC review as follows:

The International Agency for Research on Cancer (IARC) published a monograph in 2015 concluding that glyphosate is “probably carcinogenic to humans” (Group 2A) based on limited evidence in humans and sufficient evidence in experimental animals. It was also concluded that there was strong evidence of

genotoxicity and oxidative stress. Four expert panels have been convened for the purpose of conducting a detailed critique of the evidence in light of IARC's assessment and to review all relevant information pertaining to glyphosate exposure, animal carcinogenicity, genotoxicity, and epidemiologic studies. Two of the panels (animal bioassay and genetic toxicology) also provided a critique of the IARC position with respect to conclusions made in these areas. The incidences of neoplasms in the animal bioassays were found not to be associated with glyphosate exposure on the basis that they lacked statistical strength, were inconsistent across studies, lacked dose-response relationships, were not associated with preneoplasia, and/or were not plausible from a mechanistic perspective. The overall weight of evidence from the genetic toxicology data supports a conclusion that glyphosate (including glyphosate-based formulations and aminomethylphosphonic acid) does not pose a genotoxic hazard and, therefore, should not be considered support for the classification of glyphosate as a genotoxic carcinogen. The assessment of the epidemiological data found that the data do not support a causal relationship between glyphosate exposure and non-Hodgkin's lymphoma while the data were judged to be too sparse to assess a potential relationship between glyphosate exposure and multiple myeloma. As a result, following the review of the totality of the evidence, the panels concluded that the data do not support IARC's conclusion that glyphosate is a "probable human carcinogen" and, consistent with previous regulatory assessments, further concluded that glyphosate is unlikely to pose a carcinogenic risk to humans.

2. IARC reply to critique: IARC's initial response to critiques published in the Critical Reviews in Toxicology articles and other comments that questioned the hazard classification, cited its mission, namely that the agency's focus is on assessing cancer hazards, identifying agents capable of causing cancer under some circumstances, rather than risk assessment. It noted that judgments are qualitative, based on an evaluation of available scientific data in "openly available scientific literature," as well as literature accepted for publication, and openly available government documents. IARC further noted that its focus on qualitative evaluation of data rather than assessment of risk to be an important distinction, since something might presently pose a low hazard, but this hazard might change with "new uses or unforeseen exposures" (IARC, 2006). IARC further noted that decisions of policy or regulation, as well as legislation, are the responsibility of individual agencies and governments.

In January, 2018, IARC issued a more detailed response addressing several specific points that developed after publication of its original hazard classification (IARC 2018). In the introduction to this response, IARC noted the following:

Since the evaluation of glyphosate by the IARC Monographs Program in March 2015, the Agency has been subject to unprecedented, coordinated efforts to undermine the evaluation, the program and the organization. These efforts have deliberately and *repeatedly misrepresented the Agency's work. The attacks have largely originated from the agro-chemical industry and associated media outlets. They have taken place in the context of major financial interests relating to: a) the relicensing of glyphosate by the European Commission; b) hundreds of litigation cases in the USA brought by cancer patients against Monsanto, claiming that their malignancies were caused by glyphosate use; c) and the decision by the Californian Environmental Protection Agency to label glyphosate as a carcinogen.*" (California Office of Environmental Health Hazard Assessment 2017)

The response also clarified several points, including the following:

- IARC did not edit parts of the glyphosate monograph to achieve a particular outcome
- Data from the Agricultural Health Study (AHS) [long-term prospective cohort study] were not deliberately excluded from the Monograph
- IARC Monograph evaluations are transparent and open to scrutiny
- IARC has a strong rationale for inclusion of only publicly available studies in Monograph evaluations
- Monograph Working Group members who evaluated glyphosate were free from conflict of interests; this included a discussion regarding the role of an invited specialist who, while invited, was not a member of the IARC working group.
- IARC evaluates only agents that have some evidence of carcinogenicity; however, of those evaluated, roughly half are found not to present evidence of carcinogenicity; 12% have been classified as human carcinogens; and the remaining have been classified as category 2A (probable) or category 2B (possible) carcinogens.
- The monographs program re-evaluates an agent when a substantial additional body of scientific evidence becomes available
- The monograph evaluations place agents in groups according to the strength of evidence of carcinogenicity, not their potency
- IARC monographs identify carcinogenic hazards and do not include a risk assessment

- IARC evaluations make use of the latest scientific data and methodologies
- The monographs do not exclude research conducted by industry per se. Where industry conducted studies are published in scientific journals they are considered, if available in sufficient detail to allow independent scientific review. Under the same conditions, the monographs also take account of industry-conducted research in summary form or if placed in the public domain by national regulatory agencies.

IARC also noted monograph appraisals take account of “real-world” exposures by evaluation of epidemiological studies. These studies are a central part of monograph evaluations and by definition deal with people exposed in daily life, including work. In addition, when considering scientific evidence of carcinogenicity including biological mechanisms, the Working Groups place special emphasis on whether the observations are relevant to humans.

3. Response from other sources: Articles and presentations from other scientists and regulators considering differences in the IARC evaluation and risk assessments from other regulatory agencies have generally taken a more conciliatory approach, either in detailing differences or by raising questions about approach or conclusions. In the National Toxicology Program (NTP) minutes of June 15–16, 2016, as well as a later presentation (National Toxicology Program 2016; Smith-Roe 2016), it was noted that while IARC evaluated glyphosate as a cancer hazard, evaluations of Joint World Health Organization and Food and Agricultural Organization (JMPR), the European Food Safety Authority (EFSA), and the US Environmental Protection Agency (EPA) are comprehensive risk assessments. One member of the JMPR expert panel evaluating glyphosate, comparing the IARC and JMPR assessments, concluded the following: (1) that the carcinogenicity and/or genotoxicity of glyphosate is heavily dependent upon available information, evaluation criteria, and the weighting system used in evaluating the information available; (2) IARC and JMPR had access to different data (publically available vs. published and unpublished studies, respectively), and conclusions reached by both reflect this access and are consistent with criteria used to classify carcinogens; and (3) the JMPR conclusions reflect both data access and the focus on dietary exposures to glyphosate and glyphosate residues (Eastmond 2016).

An evaluation by the EFSA considering a Renewal Assessment Report for glyphosate concluded that “there is very limited evidence for an association between glyphosate-based formulations and non-Hodgkin lymphoma, overall

inconclusive for a causal or clear associative relationship between glyphosate and cancer in human studies”(EFSA, 2015). In response to this conclusion, a group of 97 environmental health specialists, toxicologists, epidemiologists, and cancer researchers representing an array of international organizations developed a response commentary (Portier et al. 2017) pointing out not only the differences in the EFSA statement regarding “unequivocal evidence,” but also differences, and, as assessed by the authors, weaknesses in the EFSA use of animal and other studies not available to IARC in its deliberations. The authors noted that the EFSA statement was misleading because IARC did not indicate causality between glyphosate and cancer but used the criteria of sufficient evidence, which the IARC working group and others find to be credible. The commentary authors also questioned the way in which the EFSA used data from unpublished studies (hence not available to IARC) to conclude that animal study findings were essentially negative. In 2017, the lead author of the commentary, Christopher Portier, wrote an open letter to Jean Claude Juncker President of European Commission. The letter raised several issues regarding the EFSA and European Chemical Association’s evaluation of glyphosate (Portier CJ, Portier 2017).² The executive summary of the letter states the following:

The European Food Safety Agency (EFSA) and the European Chemical Agency (ECHA) have completed their assessments of the carcinogenic potential of glyphosate and concluded that the evidence does not support a classification for glyphosate. The raw data for the animal cancer studies for glyphosate have been released, and a reanalysis of these data show eight instances where significant increases in tumor response following glyphosate exposure were not included in the assessment by either EFSA or ECHA. This suggests that the evaluations applied to the glyphosate data are scientifically flawed, and any decisions derived from these evaluations will fail to protect public health. I ask that the evaluations by both EFSA and ECHA be repeated for all toxicological endpoints and the data underlying these evaluations be publicly released.

² Dr. Portier, now a consulting scientist, was formerly director or associate director of several US environmental agencies and, while not participating as a member of the expert panel in the IARC evaluation of glyphosate, did attend the meeting. In his present consulting role, he has been an expert witness for a US law firm involved in glyphosate litigation. Although at the time he attended the IARC meeting, he was not involved in glyphosate litigation, according to a letter from Reps. Lamar Alexander (R-Tex), Andy Biggs (R-AZ), and Frank Lucas (R-OK) (Smith et al. 2017) to Dr. Christopher Wild, IARC Director, Dr. Portier became involved in glyphosate litigation 9 days after the IARC assessment was announced. A publication by Corporate Europe Observatory (Corporate Europe Observatory 2017) defends Dr. Portier’s work, noting that he did not sign a contract until 29 days following the IARC meeting, and that more than 90% of his work as an expert witness was “performed and billed” in 2017.

Lay press discussions

At the time it was announced, the IARC designation was given extensive coverage by the lay press and various advocacy organizations. This attention continues.

A number of publications or news services have looked into questions regarding the role that Monsanto may have played in undermining the IARC designation. Others have questioned the integrity of the IARC working group deliberations. The Huffington Post has published a number of articles supporting concerns about glyphosate carcinogenicity and raising questions and issues specifically related to glyphosate and Monsanto. In contrast, the news agency Reuters has published several articles that are in opposition to the IARC finding, and that suggest IARC's evaluations lacked transparency, suggesting that "a draft of a key section of IARC's assessment of glyphosate underwent significant changes before the report was made public" and that "the chairman of the IARC glyphosate panel [not identified] was aware of new data showing no link between the weed-killer and cancer in humans, but the agency did not take it into account because it had not been published." (Kelland 2017).

Both Bloomberg News (Waldman et al. 2017) and the New York Times (Hakim 2017) reported that in 2017, San Francisco federal Judge Vince Chhabria, during litigation proceedings, ordered that internal Monsanto documents be unsealed. Material in the unsealed documents included communications suggesting that Monsanto had ghostwritten research later attributed to academics.

The disclosures highlighted concerns that the academic research Monsanto underwrites and that it frequently cites to back up its safety claims is compromised. As noted earlier, Monsanto, in response to IARC's designation of glyphosate as a category 2A carcinogen, hired a consulting company to identify experts to write articles that were ultimately published in *Critical Reviews in Toxicology*. When these were published, it was noted that "Neither any Monsanto company employees nor any attorneys reviewed any of the Expert Panel's manuscripts prior to submission to the journal." (McClellan 2016). However, unsealed documents suggest that Monsanto scientists were heavily involved in organizing, reviewing, and editing drafts submitted by the outside experts. A spokeswoman from Taylor & Francis, publisher of *Critical Reviews in Toxicology*, noted that an investigation is underway. In October 2017, scientists at the Center for Biological Diversity, Center for Food Safety, Pesticide Action Network and Center for Environmental Health, called for retraction of one of the reviews in the series. The group noted that "These are serious offenses and if left unanswered will ultimately undermine the work of many scientists who view scientific ethics to be sacrosanct" (Center for Biological Diversity 2017).

Litigation

IARC's designation of glyphosate as a category 2A carcinogen has been followed by an increase in lawsuits by plaintiffs who have been exposed to glyphosate and who have developed NHL seeking redress. It is difficult, in the US alone, to determine the number of lawsuits. Attorneys for plaintiffs estimate that approximately 4000 lawsuits have been filed (US Right to Know 2017) although verification is challenging.

Interestingly, the conflict between possibility and probability may play a major role in determining the outcome of many lawsuits. Recently, Judge Vince Chhabria, presiding in federal court in San Francisco, assessing whether the plaintiff's arguments demonstrate an exposure-effect relationship was quoted as saying "I do have a difficult time understanding how an epidemiologist in the face of all the evidence that we saw and heard last week" can conclude that glyphosate "is in fact causing" non-Hodgkin lymphoma in human beings. "The evidence that glyphosate is currently causing NHL in human beings" at current exposure levels is "pretty sparse." (Rosenblatt 2018)

While significant litigation involves lawsuits against Monsanto, other litigation does not. In February 2018, a federal judge ruled against cancer warnings on food that may contain trace amounts of glyphosate. The suit against the state of California was brought by major agricultural producers in California (Polansek 2017).

US government response

The IARC assessment of glyphosate as a category 2A carcinogen has been a subject of on-going activity by the congressional House committee on Science, Space, and Technology. In 2017, two senior committee members sent letters to both Christopher Wild, head of IARC and to Acting Secretary of Health and Human Services (HHS) Eric Hargan regarding what the writers regarded as conflicts of interest, the lack of transparency in the IARC deliberations, and statement about funding and the use of US taxpayer funding of IARC work (Committee on Science, Space, and Technology 2017). These same issues were revisited at a February 6, 2018 hearing of the full committee on Science, Space, and Technology. In his opening remarks, the committee chair, citing food security issues as well as "selective use of data and lack of public disclosure" suggested support for withholding US government funding for IARC work in the future (Committee on Science, Space and Technology 2018). A committee member of the minority party, in opening statements, while supporting the importance of innovation by the chemical industry, outlined concerns about industrial pressure on government agencies that may compromise free and open discussion of work evaluating the potential health hazards of glyphosate.

While it can be expected that the debates and controversies regarding glyphosate will continue, to date, no legislation related to US government funding for IARC or WHO has been enacted.

Environmental justice: agricultural workers and glyphosate

It would be difficult to discuss health and safety questions regarding glyphosate without considering environmental justice. No single definition exists for the term environmental justice; however, for purposes of this discussion, environmental justice is characterized by Berkey (2017a) as a productive definition. Specifically, it is defined as “A form of justice based on addressing the political-economic structures that produce environmental problems, aimed at creating a system within which we focus on causes rather than symptoms. Emphasizes participation in the decisions through which environmental burdens are produced. Characterized by a movement from ‘not in my backyard’ to a ‘not in anyone’s backyard’ political frame”. The EPA further characterizes the term in the following legal definition:

[Environmental Justice is] [T]he fair treatment and meaningful involvement of all people regardless of race, ethnicity, income, national origin, or educational level with respect to the development, implementation and enforcement of environmental laws, regulations and policies. Fair treatment means that no population, due to policy or economic disempowerment, is forced to bear a disproportionate burden of the negative human health or environmental impacts of pollution or other environmental consequences resulting from industrial, municipal, and commercial operations or the execution of federal, state, local, and tribal programs and policies (United States Environmental Protection Agency 2017).

Within this context, it is important to consider whether acute and chronic health effects of glyphosate on farmworkers has been addressed. To date, information has been relatively limited and confined to workers who have steady employment in the farming sector. This includes a study monitoring urinary excretion of glyphosate or AMPA among glyphosate applicators and their family members (Acquavella et al. 2004) that found little glyphosate in urine after a 48-h period, although somewhat more was excreted among workers who wore less protective gear. The Agricultural Health Study considered by IARC as an epidemiologic study of cancer development from glyphosate exposure studied cancers in a cohort of glyphosate application workers, generally long-term farmworkers who, when applying glyphosate, wore protective gear (De Roos,

De Roos et al. 2005). This study did not find a statistical association between cancers and glyphosate exposure, although the study was sufficiently short that it might not be adequate to address latency in cancer development. Several case-control studies that did report a stronger association were considered well executed; however, case-control studies may be subject to selection bias.

Missing in almost all investigations is information about acute or chronic toxicity among a very large group of farmworkers, namely, seasonal or migratory farm and agricultural workers. Agricultural workers (including landscape workers) are, most likely, those most exposed on a continual basis, coming into continual contact with glyphosate, often together with a number of other herbicides and pesticides. This contact is frequently without adequate protection. Rao et al. (2004) point out that farmers believe that, since they most often mix and apply pesticides, they, not farmworkers, are most at risk for any negative health outcomes from this exposure [Rao et al. 2004]. Farmers believe that workers, because they do not mix and apply pesticides or herbicides or enter fields immediately after application, are not vulnerable. That is, residues were not seen as a source of exposure. However, despite regulatory requirements, farmworkers were frequently not given adequate information, nor were they fully aware of how they might be better protected (Rao et al. 2004).

However, as noted by Flocks (Flocks 2012)

Farmworkers are exempt from many regulations that could afford indirect protection under the system of agricultural ‘exceptionalism,’ which emerged during a historical time in the US when institutional discrimination was accepted and prevalent. Even when protective regulation does exist, however, many employers use a variety of practices—such as hiring labor contractors or a temporary workforce—that allow them to circumvent laws and transfer many of the physical and economic risks of agricultural employment to the workers.

While the USA is not representative of farm worker practices on a global basis, policies in the USA are an effective representation of practices in developed nations. Hence, an examination of issues in the USA provides good insight into farm worker issues in developed countries. To date, little definitive information is available about glyphosate’s effects on this group. Not only might such information provide greater power to studies looking at chronic effects of glyphosate in real-life exposure scenarios, but if strong links were found between exposure and outcomes, these should strengthen worker protection measures.

Arcury and coworkers (Arcury, et al. Arcury et al. 2006) identify several factors that are challenges in collecting consistent information that could be used to ensure environmental

justice for seasonal and migratory farmworkers. Specific challenges include the following:

1. Number of farmworkers at risk. Many workers are seasonal, migratory or both. In the USA, roughly 42 of 50 states employ farmworkers fitting into one or both of these categories. The majority self-identify as Hispanic. The US Department of Labor's National Agricultural Workers Survey provides the following information: (Farmworker Justice 2014)
 - Roughly 48% of farmworkers lack authorization
 - Other sources consider this to be low, estimating that as much or more than 70% of workers may be undocumented
 - Translated to numbers, this means that 1.2 to 1.75 million farmworkers are undocumented
 - Of all farmworkers, roughly 33% are US citizens, 18% are lawful permanent residents, and 1% has work authorization

Given that present immigration policies are unlikely to provide accurate estimations, of undocumented workers, those with seasonal permits, those with residency status, or those who are legal immigrants, and that data cited above have been provided to a US government agency, the actual numbers are unlikely to provide an accurate and current description of farm and agricultural worker composition. Members of many groups may be hesitant to communicate with authorities.

2. Mobility. Documented and undocumented workers move frequently, both within farming season and between seasons.
3. Residence status. Those who are US citizens or permanent residents may, although mobile, be more likely to return to particular work areas and may be more secure to note disparities in health and safety conditions because of work security. Guest workers holding H2 visas are less mobile and, fearing the consequences of reporting, may not report health and safety disparities. Undocumented workers, fearing deportation, are highly unlikely to report adverse health outcomes.
4. Communication obstacles. In the USA, farmworkers speak a variety of languages other than English. Many have not received an education beyond the early secondary level, and some received even fewer years. While Spanish is the most commonly spoken language, many dialects are spoken. In some cases, language is a mixture of indigenous languages and Spanish. Although different in specifics, these same linguistic and obstacles can be found in other developed countries. A study of Kelley (Kelley et al. 2013) examining health care for female

farmworkers found that few health clinic workers spoke a language other than English but depended on available translation services for communication.

5. Exposure assessment and bio-monitoring. Typical methods of exposure assessment require that workers donate blood or urine samples or both, that the samples can be properly stored, and that analytic facilities be available for analysis. Equipment limitations, reluctance on the part of workers to donate samples, and, at times, poor cooperation or coordination with local health agencies charged with obtaining samples are often obstacles.
6. Health outcomes: Monitoring short-term acute responses is limited by the availability of health care. Many workers are hesitant to seek health care (Berkey 2017b) because of fears about loss of work or other consequences. Facilities to diagnose and treat long-term chronic conditions are, quite likely, not available, and many health clinicians lack training in occupational health (Kelley et al. 2013). Data about chronic outcomes among workers are also very difficult if not impossible to obtain because of follow-up considerations.

While cancer is often the major focus of long-term effects, it is not the only long-term chronic health outcome. Little or no information is available about such long-term effects as endocrine disruption, pregnancy outcomes, neurotoxicity, or development in children who may be exposed "second hand" from clothing and equipment brought home by parents working in the field. Additionally, agricultural workers are rarely, if ever, exposed only to one herbicide or pesticide. This makes it challenging to attribute any health outcome to glyphosate exposure, and at the same time, it is difficult to predict the synergistic effects of glyphosate in combination with other commonly used pesticides and herbicides.

Addressing many of these issues requires the development of and intervention of advocacy groups. As noted by Reeves and Shafer (Reeves and Schafer 2003) "In many states farmworkers are denied the right to organize, receive no compensation for workplace injuries, and are not paid at a higher rate for overtime work. Farmworkers are specifically excluded from the right to organize under the National Labor Relations Act, which only some states, including California, have redressed by enacting Agricultural Labor Relations acts." Existing advocacy groups include groups such as the California Rural Legal Assistance Foundation, the Pesticide Action Network, and the United Farmworkers, which, although having a voice in California, does not universally have a voice. Despite these limitations, organizations such as the United Farm Workers have worked to address farmworker safety from glyphosate exposure. A letter dated May 08, 2017 from Arturo S. Rodriguez (Rodriguez, Rodriguez 2017), president of the UFW to Esther Barajas-Ochoa of the

California Office of Environmental Health Hazard Assessment, states:

On behalf of the United Farm Workers of America, we hereby request that a hearing be held regarding the proposed Safe Harbor for Monsanto's compliance with Proposition 65's required carcinogen warnings for Roundup. We are concerned that the No Significant Risk Level (NSRL) for this Safe Harbor does not take into account the dermal exposure experienced by farm workers. We would like to have a hearing to address appropriate analysis of other studies than the one identified in the Initial Statement of Reasons: Glyphosate Proposition 65 Safe Harbor, and especially to address California Code of Regulations § 25703's requirement that epidemiological data, i.e. human data, be included in the Safe Harbor's NSRL analysis. We believe studies that take into account what our member farm workers endure each day in fields sprayed with Roundup must be part of any Safe Harbor analysis.

The Rodriguez letter is a rare instance in which potential health and safety issues of one agricultural chemical are addressed, an opportunity possible because of California Proposition 65.³ As noted, however, this is generally not the case. However, key challenges in protecting agricultural workers from potential adverse effects of agricultural chemicals can be identified and addressed. It is also possible to characterize the limitations of immediate health care and follow-up care. Addressing these issues would be a significant step to providing greater protections and addressing injustices.

As IARC notes in its mission statement, in determining the carcinogenic hazard of a substance, its role is to address the issue not only in developed countries but in less developed and developing countries. In such countries, for a variety of reasons, fewer protections may be available (Goldman and Tran 2001). In part, this is because pesticide and herbicide use is not part of traditional agricultural practices, and little training is available about safe use. Farmers are often unaware of the short- and long-term hazards associated with exposure to many pesticide and herbicide products, and they are often used inefficiently and unsafely. This may include excessive use, eating and drinking while working, lack of water and facilities for personal hygiene (often true in developed

countries as well), lax storage practices, and careless disposal of empty containers. In addition, poor maintenance facilities for spray equipment can lead to hazardous contamination and use of pesticide mixtures. Occupational health legislation and regulations are often extremely weak in the developing countries. Most developing countries still do not require that imported pesticides be registered.

Discussion and conclusion

Originally introduced in 1974 as the active ingredient in the herbicide Roundup™, glyphosate was considered to be a breakthrough because of its targeted toxicity to bacteria and plants, as well as its very low acute toxicity in humans and other mammals. It was initially used in farming before crops were sown, and following crop harvest, for weed control among fruit trees in orchards, in landscaping, and to remove weeds surrounding in track and power lines. However, its use grew dramatically following the introduction of genetically engineered Roundup-Ready™ seed by the Monsanto Chemical Company in the mid-1990s. It then became possible to use glyphosate during crop growth to minimize invasion of unwanted plants. Today, a variety of Round-Ready™ crops are grown. The use of both GM seed and glyphosate is global.

Available data suggest that the application of glyphosate has grown 200-fold in farming and 300-fold in non-agricultural practices in the USA over the period 1974 to 2014. Although it is possible to locate information about the number and variety of crops grown using from Round-Ready™ seed in developed countries such as the USA, accurate and up-to-date data are more difficult to obtain when looking at developing and less developed countries. Nevertheless, it is clear that global glyphosate use has also grown and spread significantly over this same time period. Interestingly, while not all growth can be attributed to the introduction of Roundup-Ready™ seed, it is quite likely that most can. Thus, while the Monsanto patent on glyphosate expired in the early 2000s, glyphosate continues to be produced not only by Monsanto, but also by a number of other companies, including several in China. Each may use slightly different formulations of the herbicide, formulations that are generally proprietary in nature.

Because of its low acute toxicity, its rapid breakdown, and the low toxicity of breakdown products, it was initially felt that there was little likelihood that glyphosate would persist in the environment. However, an accumulating body of evidence suggests that it can persist, spreading to the atmosphere attached to soil dusts, as run-off in lakes and streams, and, albeit in small quantities, into the water table. The spread has led to two concerns: the overall impact on ecosystems and potential toxicity to animals from long-term low-level exposures. The

³ In November 2017, a lawsuit was filed in California (National Association of Wheat Growers et al. v. Lauren Zeise, director of OEHHA, et al., US District Court, Eastern District of California), by several farm groups and Monsanto against the California Office of Environmental Health Hazard Assessment to halt labeling under Proposition 65. The suit claims that the requirement would mandate that foodstuffs made from crops grown with glyphosate be labeled, and that such a requirement is an undue burden. According to Scott Partridge, Monsanto Vice President of global strategy, "Such warnings would equate to compelled false speech, directly violate the First Amendment, and generate unwarranted public concern and confusion." (Polansek 2017)

expected continuing growth of glyphosate use can be expected to intensify these concerns.

Glyphosate targets a pathway unique to plants and microorganisms needed for growth. While, as initially used, targeted plants and microorganism “by-standers” cannot grow, both readily undergo mutational changes. The presence of glyphosate in microenvironments thus creates a selective pressure for resistant organisms. In soils, resistant microorganisms have been found to replace other strains. This can change soil composition and may result in less fertile and productive soils. While the precise outcome of these changes is difficult to predict, the increasing number of reports raises concerns. Among plants, the widespread use of glyphosate has also created a selective pressure for resistant weeds. In response to the latter, Monsanto now markets products containing both glyphosate and other herbicides. While each component of these herbicide mixtures may have relatively low toxicity, it is not clear what synergistic effects might result.

An accumulating body of evidence suggests that glyphosate is toxic to a number of animal species found in the environment. Although some studies, focusing on acute toxicity, may not be predictive of long-term outcomes, several studies looking at earthworms found glyphosate in smaller amounts had adverse effects. These may be of concern because of the essential role that earthworms play in maintaining healthy soils.

An equal concern is the potential of adverse human health effects from the continuing and growing use of glyphosate in agriculture. Over time, it is probable that significant and increasing numbers of the general public ingest glyphosate: it is quite likely that commercially processed soy and corn products will contain trace amounts of glyphosate, and it is also likely to be found in a variety of other farm products, especially produce from large-scale industrial farms. It may also, in trace amounts, be found in dairy products. Risk assessment determinations from several regulatory agencies, based on probable dietary intake, find that glyphosate poses no health concerns to the general public. These determinations may not, however, address health concerns for those exposed to larger amounts on a recurrent basis. In the USA and other developed countries, a significant number of those exposed to higher amounts are farm and landscape workers, whose work is seasonal and migratory. Such workers may be undocumented, may face language and literacy challenges, and frequently lack access to consistent health care with any follow-up. Few data are available for these groups.

In 2003, Reeves and Shafer (Reeves and Shafer, Reeves and Schafer 2003) describe an analysis by Pesticide Action Network, United Farmworkers of America, and California Rural Legal Assistance Foundation of government data from California government data on agricultural poisonings and enforcement of worker safety standards that found no evidence of glyphosate carcinogenicity. They note, however, that

these data are limited by factors described above and may they not accurately reflect the realities of pesticide exposure, including glyphosate. Another similar study reports an association between cancer and environmental exposure (Avila-Vazquez, Avila-Vazquez et al. 2017). In both cases, the authors point out that more precise information is needed to determine whether or not associations exist.

When initially introduced, both the National Toxicology Program in the USA and IARC as an international agency did not view glyphosate as posing any long-term health threat. This issue has recently been revisited by both agencies. To date, NTP has not issued a final report. The 2016 finding of IARC that glyphosate is a probable carcinogen has been a contentious and polarizing issue. While some of the debates can be found in the peer-reviewed literature and could be regarded as deliberations within the scientific community, others are published in the lay press and have, at times, been accusatory in nature. Scientific integrity has also been questioned in several publications. Recent US congressional hearings, using arguments of food security, suggested that US funding should not be provided to IARC, given their “contested” finding which may “threaten” food security. Within the regulatory community, differences in access to data, and possible differences in use of data, depending on the source can have an impact on risk assessment. Myer and Hilbeck (Meyer and Hilbeck 2013) address this issue with respect to the European Food Safety Agency’s risk assessment of glyphosate at that time, noting “critical double standards in acceptance and rigor of the evaluation of feeding studies submitted as proof of safety for regulatory approval to EFSA.” The 2013 risk assessment had access both to unpublished data from chronic animal studies as well as articles from peer-reviewed literature; differences in the data may have led to differences in weight given in the final assessment.

Many believe that glyphosate is now ubiquitous in the environment. While it might be argued that given its low acute toxicity and controversies surrounding chronic health and environmental effects, this issue is not of paramount importance. However, the ubiquitous presence makes it challenging to carefully assess negative effects. It is also important to note that the global presence, because it is under corporate control of several agribusiness giants, means that, on a global basis, farmers face higher prices. As noted by Bratspies (2017), farmers now face higher prices (an increase of 143% for GE soy seed between 2000 and 2010). Profits from sales did not keep up with seed cost. As noted earlier, more glyphosate is needed to control weed growth, and, at the same time, more unwanted plants are glyphosate resistant, which has led to industry development of GM seed with resistance to glyphosate and other herbicides. While it may be premature to anticipate global spread of such seed and the use of a mixture of herbicides on the same global basis as glyphosate

use today, the possibility of such a development, the potential for overuse of such mixtures, and the likelihood of global circulation of products could lead to closure of what Faber (1993) describes as “the circle of poison.”

It may be worthwhile as the debates about glyphosate continue to consider other so-called breakthroughs. A particularly compelling example is the discovery and development of antibiotics. When they were originally introduced, many believed that infectious disease would be a thing of the past. However, their “over-use” coupled with the ability of bacteria to develop resistance mutations has led, rather than to the eradication of infectious disease, to increasing challenges for infectious disease treatment. Although the pharmaceutical industry is able to develop new antibiotics, no “master strategy” exists. Judiciously used, antibiotics are a powerful tool. Improperly used, they have negative effects, not only on those potentially affected but on the ecosystem as a whole. By comparison, when introduced, few felt that glyphosate created a health hazard. This is now a significant question, and, at the same time, more and more plants are resistant, moving the agri-business community to develop herbicide mixtures that, taken together, may be more toxic.

Acknowledgements The author would like to thank Dr. Rebecca Berkey, Center of Community Service Northeastern University, Dr. Daniel Faber, Professor of Sociology and Director of the Northeastern Environmental Justice Research Collaborative, and Ms. Jennie Economos the Environmental Health Project Coordinator of the Farmworker Association of Florida for their valuable feedback and suggestions for this manuscript.

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Food and Agriculture Organization
of the United Nations



World Health
Organization

JOINT FAO/WHO MEETING ON PESTICIDE RESIDUES

Geneva, 9–13 May 2016

SUMMARY REPORT

Issued 16 May 2016

Edited versions of these evaluations and general considerations will be published in the report of the May 2016 JMPR. They are reproduced here so that the information can be disseminated quickly. These drafts are subject to technical editing.

A Joint Meeting of the Food and Agriculture Organization of the United Nations (FAO) Panel of Experts on Pesticide Residues in Food and the Environment and the World Health Organization (WHO) Core Assessment Group on Pesticide Residues (JMPR) was held at WHO Headquarters, Geneva (Switzerland), from 9 to 13 May 2016. Diazinon, glyphosate and malathion were placed on the agenda by the JMPR Secretariat, based on the recommendation of the last session of JMPR to re-evaluate these compounds given the number of new studies that had become available since their last full assessments.

The following extracts of the results of the Joint FAO/WHO Meeting on Pesticide Residues (JMPR) are provided to make them accessible to interested parties at an early date.

More information on the work of the Joint FAO/WHO Meeting on Pesticide Residues (JMPR) is available at:

<http://www.fao.org/agriculture/crops/thematic-sitemap/theme/pests/jmpr/jmpr-rep/en/>

http://www.who.int/foodsafety/areas_work/chemical-risks/jmpr/en/

1. Evaluation of data for acceptable daily intake (ADI) and acute reference dose (ARfD) for humans

1.1 Diazinon (22)

Diazinon is an insecticide with a wide range of insecticidal activity. Several epidemiological studies on cancer outcomes following occupational exposure to diazinon were available. The review of these studies provided no convincing evidence of a positive association between exposure to diazinon and non-Hodgkin lymphoma (NHL), but there was weak evidence of a positive association between leukaemia and exposure to diazinon and between lung cancer and exposure to diazinon from one large cohort study only. In studies submitted, diazinon was tested for genotoxicity in an adequate range of assays, both in vitro and in vivo. Overall, these studies provided no convincing evidence of genotoxic effects, and the Meeting concluded that diazinon was unlikely to be genotoxic. The Meeting concluded that diazinon is unlikely to pose a carcinogenic risk to humans from exposure through the diet. After considering all previously evaluated data and the new studies, the Meeting established an ADI of 0–0.003 mg/kg body weight, based on inhibition of acetylcholinesterase activity as the most sensitive end-point. The Meeting reaffirmed the ARfD of 0.03 mg/kg body weight established by the 2006 JMPR based on acute (neuro)toxicity in rats.

1.2 Glyphosate (158)

Glyphosate is a broad-spectrum systemic herbicide. Several epidemiological studies on cancer outcomes following occupational exposure to glyphosate were available. The evaluation of these studies focused on the occurrence of NHL. Overall, there is some evidence of a positive association between glyphosate exposure and risk of NHL from the case–control studies and the overall meta-analysis. However, it is notable that the only large cohort study of high quality found no evidence of an association at any exposure level. Glyphosate has been extensively tested for genotoxic effects using a variety of tests in a wide range of organisms. The overall weight of evidence indicates that administration of glyphosate and its formulation products at doses as high as 2000 mg/kg body weight by the oral route, the route most relevant to human dietary exposure, was not associated with genotoxic effects in an overwhelming majority of studies conducted in mammals, a model considered to be appropriate for assessing genotoxic risks to humans. The Meeting concluded that glyphosate is unlikely to be genotoxic at anticipated dietary exposures. Several carcinogenicity studies in mice and rats are available. The Meeting concluded that glyphosate is not carcinogenic in rats but could not exclude the possibility that it is carcinogenic in mice at very high doses. In view of the absence of carcinogenic potential in rodents at human-relevant doses and the absence of genotoxicity by the oral route in mammals, and considering the epidemiological evidence from occupational exposures, the Meeting concluded that glyphosate is unlikely to pose a carcinogenic risk to humans from exposure through the diet. The Meeting reaffirmed the group ADI for the sum of glyphosate and its metabolites of 0–1 mg/kg body weight on the basis of effects on the salivary gland. The Meeting concluded that it was not necessary to establish an ARfD for glyphosate or its metabolites in view of its low acute toxicity.

1.3 Malathion (49)

Malathion is an insecticide used to control insects on agricultural crops and stored commodities and for vector control. Several epidemiological studies on cancer outcomes in relation to occupational exposure to malathion were available. Overall, there is some very weak evidence of a positive association between malathion exposure and NHL; however, it is notable that the only large cohort study of high quality found no evidence of an association at any exposure level. The evidence is suggestive of a positive association between occupational exposure to malathion and risk of aggressive prostate cancer; however, the evidence base is limited to the one large cohort study. The Meeting concluded that there is some evidence that malathion is carcinogenic in rats and mice. However, the formation of nasal adenomas was due to a local irritancy caused by prolonged exposure to high concentrations of malathion absorbed via inhaled food particles. Scenarios of prolonged, direct and excessive exposure of human nasal tissue to malathion or malathion metabolites following ingestion of residues is unlikely, and therefore these tumours would not occur in humans following exposure to malathion in the diet. Malathion has been extensively tested for genotoxicity, including studies in exposed workers. The Meeting noted that there are numerous reports that malathion can induce oxidative damage in cells, and these results suggest that the observed genotoxic effects occur secondary to the formation of reactive oxygen species, which will exhibit a threshold. Based on consideration of the results of animal bioassays, genotoxicity assays and epidemiological data, the Meeting concluded that malathion and its metabolites are unlikely to pose a carcinogenic risk to humans from exposure via the diet. The current Meeting reaffirmed the ADI of 0–0.3 mg/kg body weight. The margins of exposure between this ADI and the doses causing cancer in mice and rats are 5000-fold and 1200-fold, respectively. The current Meeting also reaffirmed the ARfD of 2 mg/kg body weight. The Meeting concluded that the metabolite malaoxon is approximately 30-fold more toxic than malathion. On this basis, a 30-fold potency factor should be applied to the residue levels for use in both the acute and chronic dietary exposure estimates for malaoxon, and these should be added to the dietary exposures for malathion and compared with the ARfD and ADI for malathion, respectively.

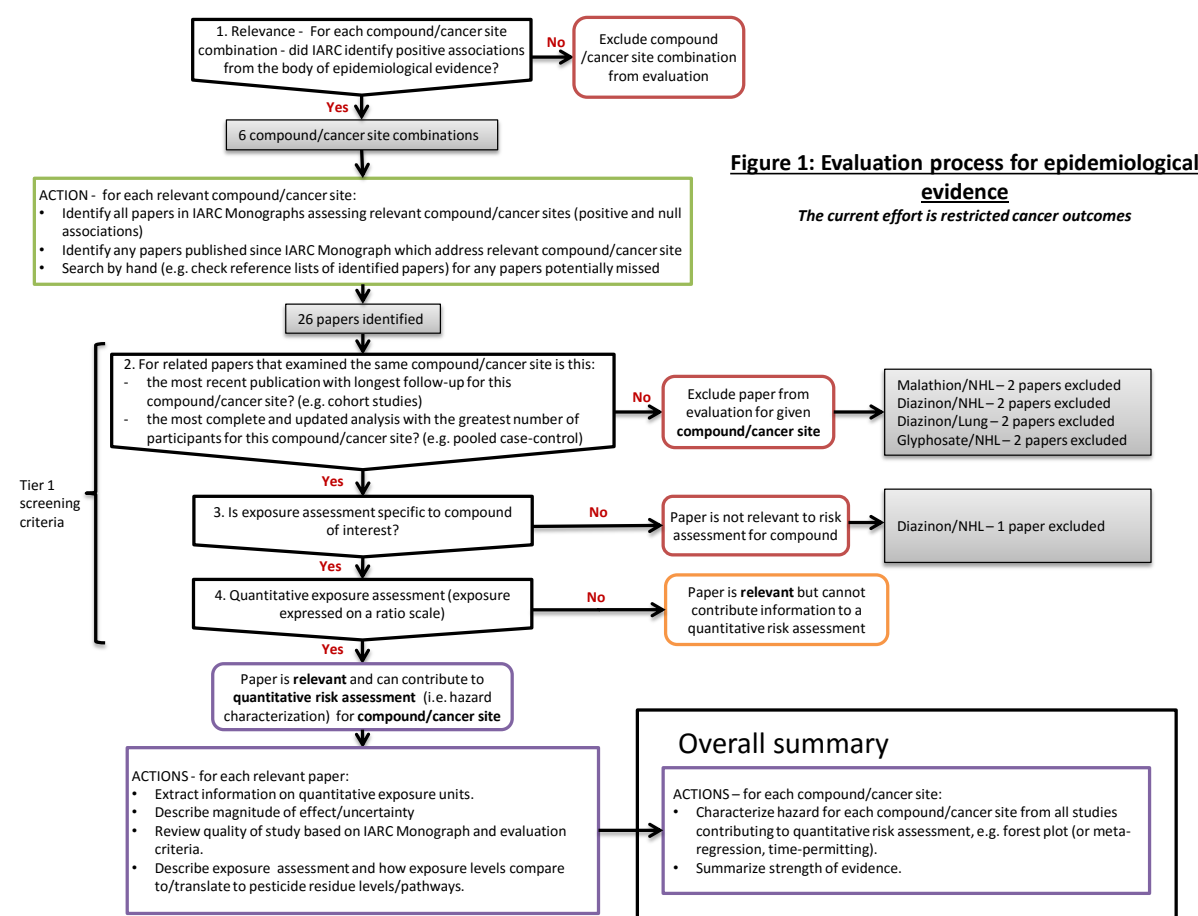
2. General considerations

2.1 General considerations on the evaluation of genotoxicity studies

A large number of genotoxicity studies were evaluated during the present meeting. These were identified through direct submission to JMPR, searches of the publicly available literature and requests to the International Agency for Research on Cancer (IARC) Monographs Secretariat and industry groups. The studies evaluated included unpublished (primarily guideline) studies submitted to support pesticide registration as well as peer-reviewed studies published in the scientific literature. The number, quality and relevance of studies differed widely for each chemical and necessitated that a somewhat different approach be used to evaluate each pesticide. As a general strategy, the studies were separated into categories based largely on phylogenetic relevance and significance of the genetic

relation to cancer outcomes. An additional study on prostate cancer, which was not included in the IARC Monographs, was also identified.

The pre-agreed evaluation process shown in Fig. 1 was used to (1) select compound/cancer site combinations to include in this evaluation; (2) screen papers for inclusion/exclusion in this evaluation (Tier 1 screening criteria); and (3) evaluate the information available for risk assessment. In this process, it was noted that there were stand-alone analyses for specific subtypes of non-Hodgkin lymphoma (NHL). The risk for subtypes of NHL was not evaluated separately, as there was insufficient evidence (too few studies or small numbers of cases); the risk for other haematopoietic and lymphoid tumours was also not evaluated separately, as the positive associations identified by IARC were for total NHL.



Evaluation of evidence for the compound/cancer site associations

Several aspects of each study and of all studies combined were considered in this evaluation, including factors that decrease the level of confidence in the body of evidence, such as risk of bias, unexplained inconsistency and imprecision; and factors that increase the level of confidence, such as large magnitude of effect, dose–response and consistency. The findings for each study were

end-point measured. The categories used were human biomonitoring, in vivo mammals, in vitro mammalian cells, in vitro bacteria, phylogenetically distant organisms, metabolites in vivo and metabolites in vitro. The evaluation was conducted for the pesticide active ingredient, its formulation products and prominent metabolites, as data were available. For the three pesticides evaluated, the human biomonitoring studies were most often confounded by exposures to other pesticides or considered to have other limitations. Among the genotoxicity studies, in vivo studies in mammals were given the greatest weight, compared with cell culture studies or investigations in phylogenetically distant organisms. Studies of gene mutations and chromosomal alterations were also given more weight than studies measuring other less serious or transient types of genotoxic damage. With regard to route of exposure, studies in which chemicals were administered by the oral route were considered to be of most relevance for evaluating low-level dietary exposures.

Following an evaluation and weighting of the studies, taking the criteria described above and the quality of the studies into account, an overall weight of evidence approach was used to reach conclusions about the genotoxicity of the individual pesticides. An important aspect of the evaluation was whether the genotoxic effect would be likely to occur in humans exposed to low levels of the pesticide present as residues in food.

The Meeting recommended that a guidance document be developed for the evaluation of genotoxicity studies, taking the experience gained from this meeting into account.

2.2 Methods for the evaluation of epidemiological evidence for risk assessment

Identification of compound/cancer sites and screening of papers

There is a large body of literature regarding pesticide exposures and non-cancer outcomes (neurodevelopmental, neurodegenerative and reproductive outcomes, among other health outcomes), but the assessment of the epidemiological evidence on diazinon, glyphosate and malathion was restricted to studies of cancer outcomes. This restriction was partly driven by feasibility reasons: a clinically relevant adverse effect size (or an acceptable level of risk) for a non-cancer outcome must be defined, and the methodologies for hazard identification and characterization based on observational epidemiological findings of non-carcinogenic adverse effects are less well established than those for cancer.

The IARC Monographs on malathion, diazinon and glyphosate referred to a total of 45 epidemiological studies. Databases were searched for any relevant articles published after the studies cited in these Monographs using the following search terms: [(diazinon OR glyphosate OR malathion) AND cancer] and [(diazinon OR glyphosate OR malathion) AND (NHL OR lymphoma OR leukemia OR “lung cancer” OR “prostate cancer”)] in PubMed (limited to Humans; published in the last 5 years) and Scopus (limited to 2014–2016). Two studies published since the publication of the IARC Monographs that evaluated at least one of malathion, diazinon or glyphosate were identified in

summarized in tables, and risk estimates for non-quantitative exposure assessment (predominantly ever versus never use) were summarized in forest plots.

Evaluation of information available for risk assessment/hazard characterization

To evaluate overall evidence for dose–response relationships, risk estimates were plotted against quantitative exposure measures (for studies that had used these). The most commonly used quantitative exposure metric was days of use per year. Where studies had used other quantitative exposure metrics (e.g. lifetime days of exposure), data were requested from the authors on median “days of use per year” for the participants in each of the original exposure categories, although this information was not always forthcoming. These additional data allowed the translation and plotting of risk estimates from different studies on the same exposure scale (days of use per year).

EPA Concludes Glyphosate Is Not Likely to Be Carcinogenic to Humans

— Written By N.C. Cooperative Extension

By Patrick Maxwell, M.S. and Travis Gannon, Ph.D.

In December 2017, the US Environmental Protection Agency (EPA) released the draft human health risk assessment for glyphosate, the active ingredient in Roundup. The human health assessment concluded that “glyphosate is not likely to be carcinogenic to humans” and found “no other meaningful risks to human health” when used in accordance with label instructions.

Findings from the human health assessment align with nearly every major regulatory body in the world including Canada , Europe , Germany and the United Nations ; however, the EPA conclusion contradicts the World Health Organization’s International Agency for Research on Cancer (IARC), who classified glyphosate as a “Class 2A probable carcinogen to humans” in 2015. The IARC decision generated considerable attention and fueled concerns over human health risks associated with glyphosate use around the globe. Unlike other regulatory agencies, IARC disclosed little about its review process, making it difficult to determine how IARC arrived at its decision. Yet, as part of litigation proceedings, many IARC ‘draft’ documents surfaced and when

compared with the published reports, several critical edits were identified by Reuters and Forbes calling the legitimacy of the IARC classification into question.

By its own description, IARC is a hazard-based organization meaning they evaluate the possibility of something causing cancer and not the probability. Hence, IARC does not consider potential exposure levels, which is a drastically different approach compared to the EPA. Moreover, it's important to put the IARC grouping system into context. IARC classifies substances in five categories, based on the strength of evidence for their carcinogenicity. While the IARC system is valuable for its simplicity, it only conveys how strong the evidence is that a substance causes cancer and substances in the same group can vary widely in their propensity to increase the risk of developing cancer.

For obvious reasons, the human health assessment generated enormous attention; however, a second component (the ecological risk assessment and supporting documents) have not yet been released. Nevertheless, the EPA commented on the ecological assessment suggesting, "there is potential for effects on birds, mammals, and terrestrial and aquatic plants". While the updated 'draft' has yet to be released, the preliminary ecological risk assessment released in 2015 raised concerns, one of which was the uncertainty surrounding toxicity data for a class of surfactants (polyethoxylated tallow amines) used in select glyphosate formulations (e.g. Roundup). While it may seem inconsequential, the vast majority of toxicity studies used technical material (glyphosate alone) and not a commercial formulation. This creates a dilemma for the EPA as the bulk of toxicity data for glyphosate may not fully characterize the hazard end products (commercial formulations) may present.

In the digital age, the ability to search for and disseminate information has allowed society to connect on a scale once inconceivable. While few can argue the benefits the internet provides, it undoubtedly played a role in the negative public perception around pesticides and the IARC classification of glyphosate as a probable carcinogen is no exception. Today, an individual may encounter anti-pesticide articles based on faulty science and/or personal agendas disguised as a legitimate source that may lead them to form a negative sentiment towards the topic. Scientists can dispute false claims and publish peer-reviewed research, but the reality is that less of those articles will gain traction compared to flashy headlines, like “Glyphosate is Killing Your Child”.

For years, glyphosate has generated contentious debate and although the EPA findings will not satisfy all sides, it illustrates the immense responsibility that falls on the agency. People are quick to criticize the agency, yet all the data they use to formulate their conclusions are grounded in science and publically accessible. Ultimately, the allegations leveled against IARC demonstrate the necessity for subjectivity and transparency in the regulatory decision-making process. Finally, EPA is scheduled to publish their proposed registration review decision for glyphosate in 2019 which will outline any proposed mitigation measures, if needed.

Updated on Feb 27, 2018

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Conflicting views on the potential carcinogenicity of glyphosate: how did we get here and what should we do?

John M. DeSesso^{1,2}, Amy Lavin Williams¹, Richard Reiss¹

¹Exponent, Inc., Alexandria, Virginia, USA; ²Georgetown University School of Medicine, Washington, DC, USA

Correspondence to: Dr. John M. DeSesso. 1800 Diagonal Road, Suite 500, Alexandria, VA 22341, USA. Email: jdesesso@exponent.com.

Provenance: This is a Guest Editorial commissioned by the Section Editor Xin Liu (Institute of Occupational Disease Prevention, Jiangsu Provincial Center for Disease Prevention and Control, Nanjing, China).

Comment on: Tarazona JV, Court-Marques D, Tiramani M. Glyphosate toxicity and carcinogenicity: a review of the scientific basis of the European Union assessment and its differences with IARC. *Arch Toxicol* 2017;91:2723-2743.

Received: 09 September 2017; Accepted: 13 September 2017; Published: 10 October 2017.

doi: [10.21037/jphe.2017.09.03](https://doi.org/10.21037/jphe.2017.09.03)

View this article at: <http://dx.doi.org/10.21037/jphe.2017.09.03>

The advent of the internet and the information age has allowed the public to become keenly aware of the perceived dangers to health from polluted air and water, pesticide residues in foods, and global warming. Much of the available information on the worldwide web is not vetted, resulting in opinions that are based on anecdotal, emotional and alarming misinformation that runs counter to well-established, science-based medical knowledge. If the ensuing sense of trepidation in the public goes unchecked in social media, it provides the impetus for misguided social activism such as the anti-vaccine movement (due to fears of autism) or the notion that wearing a brassiere or using an underarm antiperspirant contributes to a woman's risk of breast cancer. It is incumbent on the scientific community to debunk the myths and untruths that surround many of the false health claims that have seduced segments of the public. Accomplishing this effectively is a daunting task that begins through interactions with the public and the clear communication of health risk information based on the totality of relevant, credible data.

Communication difficulties arise when recognized scientific expert organizations assess the potential health effects of a substance that is of particular interest to the public and announce completely different conclusions. This occurred recently with glyphosate, the most widely used herbicide in the world. The International Agency for Research on Cancer (IARC), an arm of the World Health Organization, prepared a monograph on glyphosate and glyphosate-based formulations, which

concluded that glyphosate was a Group 2A substance, and thus, is probably carcinogenic to humans (1). The IARC assessment (announced in 2015) triggered a thorough re-evaluation of glyphosate by the European Union's European Food Safety Authority (2,3), which in contrast, concluded that glyphosate is unlikely to be carcinogenic in humans and, thus, did not require a cancer classification. This controversy has spilled over into the regulatory and scientific literature (4-8) and has resulted in several communications between representatives supporting IARC [e.g., (9,10)] and EFSA (11,12) defending their respective conclusions.

Due to the stark contrast in the conclusions of IARC and EFSA regarding the carcinogenic potential of glyphosate, we explored the differences in the basis for each organization's conclusion. This analysis showed that the first major difference between the assessments performed by IARC and EFSA pertains to the body of data evaluated by each of the two groups. For the purpose of transparency, IARC restricts its evaluations to data that have been published (or are accepted for publication) in the open scientific literature. If government agencies have published data in reports that are accessible to the public, they may also be considered. But not all the best data are necessarily reported in the peer-reviewed literature. Epidemiological (human) studies—typically, case-control or cohort studies—are often published and thus, readily available to the public in the peer-reviewed literature. However, some chemical manufacturers may have conducted these

types of studies and submitted to regulatory agencies as proprietary reports, which often are not readily available to the public. Nonclinical (animal) toxicology and safety data can also be made available to the scientific public through the publication of results in the open scientific literature. Nevertheless, a much larger proportion of the nonclinical toxicology and safety data for a chemical is generated in contract research organizations (CROs), which are considered proprietary information, and while submitted to regulatory bodies to meet testing requirements, often not available to the public. While these types of studies are typically not published, they are performed under a set of standards called Good Laboratory Practices (GLPs) to meet guidelines for design and quality that have been set by various international regulatory agencies. Additionally, the amount of data collected in guideline studies is often far greater than that provided in published studies and is typically of higher quality with regard to experimental group sizes and the breadth of investigation (e.g., requirement for a dose-response design; histopathology of 35+ tissues from all animals in high dose and control groups; toxicokinetic data for subchronic and chronic/carcinogenicity studies). In contrast to IARC, EFSA considers the entire corpus of credible and relevant scientific data, regardless of the publication status, provided that they meet the criteria for scientific quality, such as those outlined by GLPs.

It is our opinion that this approach, of considering the entire body of data although it may not all be publicly available in the peer-reviewed literature, is more robust—particularly when much of the highest quality data are generated by GLP, but unpublished. It is important to note that published research often emanates from academic laboratories and is typically of very high quality with regard to insightful, cutting-edge mechanistic experiments. Unfortunately, the results of these experiments are often of limited use for safety evaluations. In contrast, the results of experiments performed according to guidelines that have been promulgated by regulatory agencies for safety evaluations are typically not of interest to the general scientific community (especially when the results are negative) and usually are not published in the open literature. These latter studies are often the source of dose-response data as well as being the studies upon which effect levels are defined. Thus, IARC's process of using only publicly available studies, while transparent, provides an incomplete body of data for evaluation.

The second major difference between the assessments of these two organizations relates to their work products.

IARC clearly states in its Preamble that: "*The (IARC) Monographs are an exercise in evaluating cancer hazards, despite the historical presence of the word 'risks' in the title. The distinction between hazard and risk is important, and the Monographs identify cancer hazards even when risks are very low at current exposure levels, because new uses or unforeseen exposures could engender risks that are significantly higher.*" (13).

Thus, IARC performs a hazard assessment only. Hazard assessment is the first step in the process of assessing actual risks. In addition, IARC seems to rely mainly upon statistical analyses to form its opinions with rather limited interpretations of biological plausibility [see discussion in (10)]. EFSA (and other regulatory bodies), in contrast, generates risk assessments (i.e., an estimate of the likelihood of developing cancer after being exposed). This is a key distinction. Thus, EFSA examines additional and more complete toxicological data by gathering numerous additional studies that have been performed according to regulatory guidelines for the purposes of determining both dose-response relationships and internal exposures achieved by various routes of administration over various durations. They also consider mechanism of action studies. In addition, EFSA carefully evaluates environmental data that measured actual exposures to humans under various scenarios.

Thus, in EFSA's evaluation, the information available from all of the toxicology studies was assembled and considered with the exposure data in their final determination of potential carcinogenic risks to people under a variety of scenarios. The results of this assessment found no basis for classifying glyphosate as a carcinogenic risk to humans (3). Importantly, other regulatory bodies have also re-evaluated glyphosate and have come to the same conclusion that it is not a carcinogenic risk to humans [e.g., (7,14,15)]. We believe that this approach—of considering not only hazard, but also the potential for sufficient exposures to result in actual risks—is the more informative one.

Third, as noted previously, the EFSA assessment was restricted to the evaluation of glyphosate only, whereas the IARC review included consideration of not only glyphosate, the active ingredient, but also of glyphosate-based formulations. This latter category comprises mixtures of glyphosate with various surfactants and excipients. Although some of the additional ingredients, especially the surfactants, have toxicologic properties of their own [e.g., (16,17)], the IARC assessment made no attempt to parse out the effects of other substances present in these mixtures. The rationale for IARC's consideration of glyphosate-based formulations is that people are typically exposed to the

formulated products and not the active ingredient alone. The shortcoming to this approach is that carcinogenic risk can be falsely applied to the active ingredient in a formulation instead of to the actual causative chemical that may be present in the mixture.

Taken together, the preceding assessment shows that the inputs to and written products of IARC and EFSA are actually quite different. Nevertheless, the vocabulary used by both organizations is strikingly similar. Both speak of the carcinogenicity of substances and use the term “carcinogen”, although their criteria and meanings differ. Because both EFSA and IARC are held in high regard by the public, both organizations need to be transparent in communicating their assessment approaches and what their conclusions mean in terms of actual risks to the public. In particular, when IARC classifies a substance as “probably carcinogenic to humans (Group 2A)” the public hears that “it causes cancer” and is a reason to worry. Without further clarifying or revamping their assessment process or more clearly communicating to the public what their determinations mean for the average person, IARC may erode its credibility within the scientific community. This, in turn will ultimately result in the Agency’s becoming a less reliable source of information to the public.

In closing the IARC reassessment of glyphosate served as a stimulus for multiple regulatory agencies to carefully re-evaluate all of the data available to them in separate risk assessments (3,7,14,15,18). The results of these new risk assessments unanimously concluded that glyphosate does not pose a carcinogenic risk to humans and that there was no cause for classification. We concur with those risk assessments and urge the scientific community to communicate these conclusions regarding glyphosate to the public.

Acknowledgements

None.

Footnote

Conflicts of Interest: While the authors were not compensated for preparing this manuscript, in the past they have worked on issues related to glyphosate that were funded by industry consortia and Monsanto.

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doi: 10.21037/jphe.2017.09.03

Cite this article as: DeSesso JM, Williams AL, Reiss R. Conflicting views on the potential carcinogenicity of glyphosate: how did we get here and what should we do? J Public Health Emerg 2017;1:78.



Glyphosate: Health Controversy, Benefits and Continuing Debate

Author: Ralph Morini, Piedmont Extension Master Gardener

Specialist Reviewer: Jeffrey Derr, Professor of Weed Science, Virginia Tech, Hampton Roads AREC

Specialist reviewer: Penelope Fenner-Crisp, PhD, Retired Sr Science Advisor to the director of EPA Office of Pesticide Programs and Piedmont Extension Master Gardener

Introduction

At a time when alternative facts and fake news are making detectives out of all of us, we probably shouldn't be surprised that conflicting opinions invade our lives as gardeners as well. Glyphosate, the active ingredient in the world's most widely used weed killers, including Monsanto's Roundup, has long been regarded by government agencies including the US Environmental Protection Agency (EPA), as economical, broadly effective, low-toxicity and environmentally benign. In 2015 however, glyphosate was classified as "probably carcinogenic to humans" by the World Health Organization's International Agency for Research on Cancer (IARC). This classification conflicts with the EPA's stated opinion that glyphosate is "not likely to be carcinogenic to humans". Since the IARC's departure from the prevailing governmental posture on the chemical, there has been a proliferation of conflicting opinions on where the truth lies. Let's try to sort the arguments out in layman's terms.

How it works

Glyphosate is applied to leaves and stems and translocates throughout the plant, concentrating in meristem tissue. It blocks the shikimic acid pathway,



preventing plants from making certain amino acids required to produce proteins, needed for growth. Exposure leads to stunted growth, loss of green coloration, leaf wrinkling/malformation, tissue death and plant death generally in 7-21 days.

The absence of this pathway in mammals is the basis for low toxicity claims in humans. Humans and other animals must get these amino acids from their diets since they can't produce them.

The National Pesticide Information Center notes that glyphosate doesn't easily pass through skin. If ingested, it passes quickly without change. It may cause eye/skin and nose/throat irritation and can be toxic if ingested intentionally in very large quantities. This is unsurprising and typical of many commonly used items like aspirin and

table salt, for example. It further notes conflicting studies on whether glyphosate exposure increases cancer rates in humans, including a possible association with Non-Hodgkin Lymphoma, and notes that developmental and reproductive issues have been observed in rats at high doses.

Environmentally, Glyphosate binds to soil, minimizing runoff issues. It is broken down by microbial action with a half-life averaging about 47 days.

History

Glyphosate was patented by Monsanto in 1974 and is the active ingredient in their Roundup herbicide. Today glyphosate is used in many competing herbicide products. Its use as a weed control product took off in the 1990s when Monsanto introduced GMO crops that are resistant to it. Today these crops include corn, soybeans, sugar beets, canola and cotton. Glyphosate is used as a pre-planting treatment and as a maintenance treatment during the growing season. Less well known is its use as a desiccant, sprayed on wheat crops. The practice is to spray Roundup or a similar product on wheat to dry the plants up a couple of weeks prior to harvest. This makes the harvest more uniform and easier on harvesting machinery. There is some dispute about how widespread this practice is in the US. Overall use of glyphosate herbicide products in the US is in excess of 100 million pounds annually.



The IARC Position

On March 20, 2015, IARC published an opinion that called glyphosate “Probably carcinogenic to humans”. The studies were an analysis of published and peer reviewed reports, of mostly agricultural exposures in the US, Canada and Sweden performed after 2001. It also reanalyzed EPA studies of tumors in lab mice. According

to IARC, the EPA originally classified these results as possibly carcinogenic to humans (1985), but then later reclassified them as presenting “evidence of non-carcinogenicity in humans” (1991) after a review of the tissue slides by an independent panel of expert pathologists. The IARC analysis of this data led to a conclusion of “sufficient evidence of carcinogenicity” that they became a part of the “probably carcinogenic to humans” position noted above.

The EPA Position

In December 2017, the EPA released a “draft” human health risk assessment for glyphosate, concluding that it is “not likely to be carcinogenic to humans” and found “no other meaningful risks to human health” when used according to published directions. The EPA assessment is based on published information plus manufacturer data that is normally withheld from public view to protect proprietary information. While Monsanto offered to provide this data to IARC, they declined to utilize it. The EPA conclusion agrees with virtually every major regulatory body in the world, (IARC, not a regulatory body, excepted) and includes the latest observations of enrollees in the Agricultural Health Study, a collaboration of EPA, National Cancer Institute, National Institute of Environmental Health Sciences and the National Institute for Occupational Safety and Health. It is the largest ever pesticide study with over 50,000 farmers in North Carolina and Iowa participating over 25+ years. A November 2017 published study update cited “No association apparent between glyphosate and ...Non-Hodgkin Lymphoma. There was some evidence of AML (acute myeloid leukemia) among the highest exposed group that requires confirmation.” The EPA draft assessment does state that “there is potential for effects on birds, mammals, and terrestrial and aquatic plants”. A “final” opinion is due from EPA in 2019.

Opinions from Other World Regulatory and Advisory Organizations

In March 2015, the European Chemicals Agency (ECHA), the main driver of European Union chemicals regulation, released a report that concluded that there is “no evidence linking glyphosate to cancer in humans, based on the available information” and that “glyphosate should not be classed as a “substance that causes genetic damage or disrupts reproduction”.

The same conclusions were reached by the European Food Safety Authority, national authorities in Canada, Japan, Australia and New Zealand, and the Joint Food and Agriculture Organization/World Health Organization on Pesticide Residues. This makes the IARC the only agency with a divergent view.

The Conflict Continues

The IARC position has been undermined by a Reuters journalist who managed to get a copy of the draft report and found 10 significant instances where evidence of non-carcinogenicity of glyphosate in animals were edited out and were replaced with neutral or countervailing statements.

On the flip side, there is reporting that a key EPA official involved in the agency's cancer assessment has a cozy and maybe compromised relationship with Monsanto. There is current court action underway involving hundreds of lawsuits of alleged non-Hodgkin lymphoma sufferers brought by farmers and farm workers. There are also published reports by academic researchers noting correlations between glyphosate exposure and shortened gestational lengths in pregnant women as well as the coincident rise of glyphosate use with the increase of autism since the 1990s. There are no direct causal relationships established, but they add to the emotion around the topic.

Complicating matters is the fact that the cited reports address glyphosate without considering the effects of other chemicals in the herbicide formulation, which need not be identified on the product label. For example, there is evidence that the surfactant in Roundup is toxic to aquatic plant species so glyphosate-based products containing that surfactant are not approved for aquatic weed control. In addition, conventional farmers handle many different chemicals throughout their lifetime. It is difficult to effectively isolate glyphosate's impacts from the many other variables that could affect the study participants' health.

And finally, after 20 plus years of heavy use, there are an increasing number of weeds, 24 species at last count, that are glyphosate resistant. At some point this becomes a major issue for both weed control and the crops that the herbicide has been mated with. What then?

Sorting It Out

An important distinction between IARC and EPA positions is that IARC assesses Hazard. EPA assesses Risk. Hazard means that glyphosate, in this case, is capable of causing cancer under some circumstances. IARC does not determine safe/unsafe exposure levels or attempt to quantify risks. Risk attempts to quantify impact based on level of exposure. The EPA "not likely to be carcinogenic" position is based on use per manufacturer directions.

From a user viewpoint, glyphosate-based herbicides are low toxicity compared to other chemical weed control options. It has had a positive impact in the growth of no-till farming, reducing erosion, runoff and topsoil depletion. It has also helped increase food production in a food short world, while helping control growers' costs.

On the flip side, there are credible individuals and environmental organizations that hold the opinion that glyphosate may be a human carcinogen. Regardless, it is unsettling to know that we unavoidably ingest glyphosate residues in our food and at a minimum, pass it through our bodies. The Non-Hodgkin lymphoma and AML claims by high exposure farm workers are a definite concern, even if their exposure is a lot higher than for us home gardeners.

Then there is the symbiotic relationship between glyphosate, GMO crops and Monsanto's heavy dependence on their related acceptance by society. There is certainly reason for caution in accepting Monsanto's advocacy given their stake in the outcome.

Organic Alternatives

Based on my research, there doesn't seem to be another chemical herbicide that matches glyphosate's combination of effectiveness and low toxicity. So, as chemical weed killers go, it is hard to improve on.



There are several organic post-emergence herbicides available for home use. They include acetic acid-based products containing 10-20% acidity vs the 5-7% content of the white vinegar in our kitchens. Other products contain mixtures of plant oils, acetic or other acids, or other chemicals. The products most widely used by organically minded professionals are plant oil mixtures. Clove oil is the basis for many with citric and cinnamon oils also part of different recipes. All these options are contact herbicides. They will burn down above ground plant parts but underground parts like rhizomes, bulbs and roots are unaffected and require repeated applications for control. In addition, acetic acid and the oils have strong scents which some may find objectionable. Ironically, the risk to skin and eyes from contact may be higher with these products than with glyphosate. Many advisors recommend these alternatives for smaller weed control requirements, for example on a patio or pool area.



Corn gluten can be a practical preemergence weed control product

If your need is for preemergence weed control, corn gluten meal may be used on turf and certain other areas. It is a byproduct of corn milling and inhibits germination of crabgrass and certain other weeds. It requires metered application and moisture management, and lasts about 5 or 6 weeks. However, tests indicate that chemical herbicides like pendimethalin are more effective than corn gluten.

Cultural Alternatives

Beyond hand weeding and boiling water, there are a couple of non-herbicidal practices worth mentioning. Using a propane torch to burn weeds, actually to heat them to kill cell function, can be an effective contact weed control method. Obviously, care to prevent the spread of fire beyond the weeds under attack is very important. Specialty weed torches have flames that are nearly invisible and it is not hard to imagine inadvertently lighting

up a wooden fence post, or dead plant material among the weeds. Again, the method does not kill the roots of offending plants, only the above ground portion.

For a contained area, solarization is an option. This involves tilling the area to be cleared of weeds and covering it with a sheet of plastic for six weeks in summer. This will raise the soil temperature enough to kill weed seed.

So What About Roundup™?

The IARC opinion lacks the specificity to be of much value, beyond stoking fear. The EPA draft is more substantial and the “not likely to be carcinogenic” characterization is a relatively high bar. However it isn’t conclusive and the many outstanding claims of negative health impacts will keep the debate going.

The occasional, proper use of glyphosate products by home gardeners doesn’t generate unacceptable risks of toxicity, carcinogenicity or environmental harm, as long as users follow directions for mixing and use. The large scale use of these chemicals in commercial farming does however cause concern for farm workers, the environment and the public at large. Gut level discomfort with the widespread use of glyphosate products on commercial crops and its hidden presence in our food, is understandable in spite of the official view that it is not likely to harm human health. It is this large scale commercial dependence on glyphosate, and other chemical pesticides and fertilizers that is most troubling.

What does the home gardener do? Aspire to gardening using integrated pest management or organic techniques. Turn to glyphosate and other chemicals, minimally, when there is no effective alternative. Follow directions for mixing and use. Understand that virtually all conventionally grown produce and processed foods may contain trace levels of pesticides such as glyphosate and that the EPA



*Always read the label!
The label is the law.*

has determined that these amounts don’t pose a health risk. And while conventionally grown produce is equally nutritious, organic produce will be closer to chemical free.

And stay tuned. This story is a long way from over...

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IARC Monographs Volume 112: evaluation of five organophosphate insecticides and herbicides

Lyon, France, 20 March 2015 – The International Agency for Research on Cancer (IARC), the specialized cancer agency of the World Health Organization, has assessed the carcinogenicity of **five organophosphate pesticides**. A summary of the final evaluations together with a short rationale have now been published online in *The Lancet Oncology*, and the detailed assessments will be published as Volume 112 of the IARC Monographs.

What were the results of the IARC evaluations?

The herbicide **glyphosate** and the insecticides **malathion** and **diazinon** were classified as *probably carcinogenic to humans* (Group 2A).

The insecticides **tetrachlorvinphos** and **parathion** were classified as *possibly carcinogenic to humans* (Group 2B).

What was the scientific basis of the IARC evaluations?

The pesticides **tetrachlorvinphos** and **parathion** were classified as *possibly carcinogenic to humans* (Group 2B) based on convincing evidence that these agents cause cancer in laboratory animals.

For the insecticide **malathion**, there is *limited evidence of carcinogenicity* in humans for non-Hodgkin lymphoma and prostate cancer. The evidence in humans is from studies of exposures, mostly agricultural, in the USA, Canada, and Sweden published since 2001. Malathion also caused tumours in rodent studies. Malathion caused DNA and chromosomal damage and also disrupted hormone pathways.

For the insecticide **diazinon**, there was *limited evidence of carcinogenicity* in humans for non-Hodgkin lymphoma and lung cancer. The evidence in humans is from studies of agricultural exposures in the USA and Canada published since 2001. The classification of diazinon in Group 2A was also based on strong evidence that diazinon induced DNA or chromosomal damage.

For the herbicide **glyphosate**, there was *limited evidence of carcinogenicity* in humans for non-Hodgkin lymphoma. The evidence in humans is from studies of exposures, mostly agricultural, in the USA, Canada, and Sweden published since 2001. In addition, there is convincing evidence that glyphosate also can cause cancer in laboratory animals. On the basis of tumours in mice, the [United States Environmental Protection Agency](#) (US EPA) originally classified glyphosate as *possibly carcinogenic to humans* (Group C) in 1985. After a re-evaluation of that mouse study, the US EPA changed its classification to *evidence of non-carcinogenicity in humans* (Group E) in 1991. The US EPA Scientific Advisory Panel noted that the re-evaluated glyphosate results were still significant using two statistical tests recommended in the IARC [Preamble](#). The IARC Working Group that conducted the evaluation considered the significant findings from the US EPA report and several more recent positive results in concluding that there is *sufficient evidence of carcinogenicity* in experimental animals. Glyphosate also caused DNA and chromosomal damage in human cells, although it gave negative results in tests using bacteria. One study in community residents reported increases in blood markers of chromosomal damage (micronuclei) after glyphosate formulations were sprayed nearby.

How are people exposed to these pesticides?

Tetrachlorvinphos is banned in the European Union. In the USA, it continues to be used on livestock and companion animals, including in pet flea collars. No information was available on use in other countries.

Parathion use has been severely restricted since the 1980s. All authorized uses were cancelled in the European Union and the USA by 2003.

IARC Monographs Volume 112: evaluation of five organophosphate insecticides and herbicides

Malathion is currently used in agriculture, public health, and residential insect control. It continues to be produced in substantial volumes throughout the world. Workers may be exposed during the use and production of malathion. Exposure to the general population is low and occurs primarily through residence near sprayed areas, home use, and diet.

Diazinon has been applied in agriculture and for control of home and garden insects. Production volumes have been relatively low and decreased further after 2006 due to restrictions in the USA and the European Union. Only limited information was available on the use of these pesticides in other countries.

Glyphosate currently has the highest global production volume of all herbicides. The largest use worldwide is in agriculture. The agricultural use of glyphosate has increased sharply since the development of crops that have been genetically modified to make them resistant to glyphosate. Glyphosate is also used in forestry, urban, and home applications. Glyphosate has been detected in the air during spraying, in water, and in food. The general population is exposed primarily through residence near sprayed areas, home use, and diet, and the level that has been observed is generally low.

What do Groups 2A and 2B mean?

Group 2A means that the agent is **probably carcinogenic to humans**. This category is used when there is limited evidence of carcinogenicity in humans and sufficient evidence of carcinogenicity in experimental animals. *Limited evidence* means that a positive association has been observed between exposure to the agent and cancer but that other explanations for the observations (called chance, bias, or confounding) could not be ruled out. This category is also used when there is limited evidence of carcinogenicity in humans and strong data on how the agent causes cancer.

Group 2B means that the agent is **possibly carcinogenic to humans**. A categorization in Group 2B often means that there is convincing evidence that the agent causes cancer in experimental animals but little or no information about whether it causes cancer in humans.

Why did IARC evaluate these pesticides?

The IARC Monographs Programme has evaluated numerous pesticides, some as recently as 2012 ([anthraquinone](#), [arsenic and arsenic compounds](#)). However, substantial new data are available on many pesticides that have widespread exposures. In 2014, an international [Advisory Group](#) of senior scientists and government officials recommended dozens of pesticides for evaluation. Consistent with the advice of the Advisory Group, the recent IARC meeting provided new or updated evaluations on five organophosphate pesticides.

How were the evaluations conducted?

The established procedure for Monographs evaluations is described in the Programme's [Preamble](#). Evaluations are performed by panels of international experts, selected on the basis of their expertise and the absence of real or apparent conflicts of interest. For Volume 112, a Working Group of 17 experts from 11 countries met at IARC on 3–10 March 2015 to assess the carcinogenicity of **tetrachlorvinphos, parathion, malathion, diazinon, and glyphosate**. The in-person meeting followed nearly a year of review and preparation by the IARC secretariat and the Working Group, including a comprehensive review of the latest available scientific evidence. According to [published procedures](#), the Working Group considered "reports that have been published or accepted for publication in the openly available scientific literature" as well as "data from governmental reports that are publicly available". The Working Group did not consider summary tables in online supplements to published articles, which did not provide enough detail for independent assessment.

What are the implications of the IARC evaluations?

The Monographs Programme provides scientific evaluations based on a comprehensive review of the scientific literature, but it remains the responsibility of individual governments and other international organizations to recommend regulations, legislation, or public health intervention.

Media inquiries: please write to com@iarc.fr. Thank you.



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Edward Pidermann, Town Manager
Subject: Optimist Club Contract Extension Update
Date: 2/5/2019



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Raul Gastesi, Town Attorney
Subject: Attorney's Reports
Date: 2/5/2019

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. This report will highlight the active files, and a report of expenses incurred to date. Additionally this report will discuss the need to exercise eminent domain in order to complete the N.W. 59th Avenue Project and will discuss necessary changes to the Town's Legal Services Policy.

Background:

MICHAEL PIZZI JR. v. TOWN OF MIAMI LAKES

While the appeal process is ongoing, there have been no additional monies expended during the month of January.

(Criminal Matter)

JUAN VALIENTE V. TOWN OF MIAMI LAKES

Matter continues to be litigated. Costs and expenses are likely.

EMINENT DOMAIN

On January 29, 2019, the Town held a workshop with Town Council and Town Residents to discuss the need to proceed with an Eminent Domain process in order to allow the connection of 59th Avenue. The public purpose and necessity of this project were discussed, as well as two possible options. In order to move forward with the 59th Avenue and Eminent Domain process it is required for the Council to approve proceeding with Eminent Domain process on Option 1 or Option 2, as attached hereto as Exhibit "A" and Exhibit "B".

LEGAL REPRESENTATION POLICY

Current policy only allows legal representation of current Town of Miami Lakes Elected Officials, Chartered Officers and Certain Staff. Based on recent litigation, it is suggested to amend our Town's Legal Representation Policy to include past and present Elected Officials, Chartered Officers and Certain Staff. Attached for consideration is a Resolution with the proposed amendment as Exhibit "C."

ATTACHMENTS:

Description

Resolution Legal Defense Policy

Exhibit A- NW 59th Avenue

Exhibit B- NW 59th Avenue

RESOLUTION NO. 19-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA AMENDING THE LEGAL REPRESENTATION POLICY; PROVIDING FOR RETROACTIVE APPLICATION; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREFORE, during the June 10, 2008 Town of Miami Lakes (the “Town”) Council Meeting, the Council adopted the Legal Representation Policy; and

WHEREFORE, Section 2, Definitions, defines the term Official to mean “the Mayor, all members of the Town Council, the Town Manager, the Town Clerk, the Town Attorney, and Town Staff as determined by the Town Manager;” and

WHEREFORE, it is recommended that the Definition be amended to include “all past and present members of the Town Council, previous Town Managers, Town Mayors, Town Attorneys and Town Staff as determined by the Town Manager; and

WHEREFORE, it is recommended that this modification, and the revised Legal Representation Policy, attached hereto as Exhibit “A,” be adopted by the Town Council.

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

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

Section2. Adoption of Legal Representation Policy. The Legal Representation Policy as amended and described in Exhibit “A,” is hereby adopted.

Section 3. Retroactive Application of Legal Representation Policy. The Legal Representation Policy as amended and described in Exhibit “A,” shall be effective, retroactively to the date of the Town of Miami Lakes’ incorporation.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

Passed and adopted this _____ day of _____ 2019

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

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

MANNY CID
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

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

EXHIBIT "A"

LEGAL REPRESENTATION POLICY:

1. Representation of Officials.

A. Upon the request of a Town Official (the "Official"), the Town may, in its discretion, provide for the Legal Representation in any action or proceeding brought against such Official or brought by such Official:

1. For acts or omissions arising out of and in the course and scope of the Official's employment or function pursuant to Chapter 111, Florida Statutes;
2. For legal matters arising out of the performance of the Official's performance of their official duties while serving a public purpose;
3. When such Official is charged with a violation of any provision of the Code of Ethics for Public Officers and Employees, Part III, Chapter 112, Florida Statutes, Section 2-11.1, Miami-Dade County Code, or any applicable Town ethics ordinances; or
4. Should factual circumstances arise that necessitate the need for the initiation of legal action by the Town on behalf of an Official.

B. The provision of Legal Representation is limited to the payment of Legal Expenses to Counsel for the purpose of either defending actions or initiating proceedings approved under this Policy.

C. This policy shall not apply to any action brought or initiated by the Town against an Official.

2. Definitions.

When used in this Policy, the following words shall mean as indicated:

1. The term “*Counsel*” shall mean the Town Attorney or if the Town Attorney is precluded from representing the Official based upon a conflict of interest, an attorney independently selected by the Town Manager and Town Attorney for the purpose of representing the Official. Counsel shall be licensed to practice law in Florida, experienced in the subject matter, and otherwise adequately qualified for the purpose of such representation.
2. The term “*Legal Expenses*” shall mean reasonable attorney’s fees and necessary expenses directly incurred in representing an Official.
3. The term “*Legal Representation*” shall mean the services provided by Counsel in representing an Official.
4. The term “*Official*” shall mean solely the following: ~~the~~ all past and present Mayors, all members, past and present, of the Town Council, all past and present Town Managers, ~~the~~ Town Clerks, the Town Attorneys, and Town staff as determined by the current Town Manager.
5. The term “*Town*” shall mean the “Town Council.”
6. The term “*Town Funds*” shall mean only such funds appropriated for expenditure by the Town Council for the purposes of this Policy.

3. Request and Approval.

A written request for the provision of Legal Representation (“Request”) shall be submitted by the Official and reviewed in accordance with the following procedure:

- A. A Request shall be submitted to and reviewed by the Town Manager and Town Attorney, except where the Town Manager submits a Request on his or her personal behalf; in which event, the Town Council and Town Attorney shall review such Request;
- B. A Request shall be submitted within 72 hours after the Official is served with a complaint, notice, charge, summons, process or other initiating pleading, such that the Town has ample time to review such Request and respond accordingly;
- C. A Request shall include a copy of the complaint, notice, charge, summons, process or other initiating pleading; or if the Request is to initiate litigation, the Request shall include all available backup documentation;

- D. The Town Manager shall, subject to the Town Attorney's concurrence that said Request is consistent with the requirements of this policy, approve or deny the Request in writing no later than ten (10) days after receipt of such Request or as soon as practical if the circumstances warrant a shorter response time; and
- E. Notwithstanding the above procedure, in the event that either the Request is denied pursuant to Subsection D, an elected Official should not be prohibited from making a Request for Legal Representation directly to the Town Council.
- F. A copy of the Request and Town Manager's response shall be timely distributed to the Mayor and Council.

4. Authorization to Expend Funds.

The Town Manager is authorized to expend Town Funds, upon the review and approval of a Request, for the payment of Legal Expenses. The expenditure of Town Funds for the payment of Legal Expenses shall be subject to the following:

- A. Counsel for the Official shall on a monthly basis submit all current bills for Legal Expenses to the Town finance department in a format approved by the Town;
- B. The Town Manager (and the Town Attorney if the Town Attorney is not providing Legal Representation) shall review and approve all submitted bills prior to payment by the Town; and the Counsel shall be paid at an hourly rate consistent with the rates paid by the Town for the Town Attorney's services;
- C. Upon approval of submitted bills, the Town Manager shall provide for direct payment to Counsel. Payments shall be made on a monthly basis during the pendency of the action or proceeding;
- D. The Town Manager shall on a monthly basis provide a copy of all approved bills to the Town Clerk for filing and retention as a public record and for public inspection, subject to any applicable statutory exemptions;
- E. The authorization to expend Town Funds shall not extend to any appeal or other judicial review without additional authorization of Town Council;

- F. The Town Manager shall seek authorization to expend Town funds for the Legal Representation at the first available opportunity from the Town Council; provided however that the Town Manager may expend Town funds within the Town's purchasing policy limitations for the Legal Representation until the Town Council acts on the request. The Town Council shall authorize a budget for the litigation.
- G. The subsequent expenditure of Town funds for an Official's Legal Representation beyond the amount budgeted in Paragraph (F), shall be subject to prior approval by the Town Council.

5. Reservations of rights.

The provision of the Legal Representation of an Official including those acts for which the representation may be provided and the extent of Town Funds which may be expended, shall be solely within the discretion of the Town Manager up to the amount specified in this Policy or within the discretion of the Town Council for expenditures beyond the Town Manager's authorization, subject to the following:

- A. The Town reserves unto itself the right to deny or revoke approval of the Request if it is determined by the Town Manager to be beyond the scope of this Policy;
- B. The Town reserves unto itself the right to deny the Request where the Official has failed to agree to Legal Representation by the Town Attorney or other selected Counsel;
- C. The Town reserves unto itself the right to revoke approval of the Request where such Official fails to cooperate in the defense of such action or proceeding; and

6. Reimbursement to Town.

- A. The Official shall reimburse the Town for any and all Town funds expended for payment of Legal Expenses where it is determined that the alleged act or omission was taken outside the course or scope of the employment or duties of the Official, the activity did not arise out of the Official's performance of his/her official duties or does not serve a public purpose, or where such Official was adjudicated guilty of the alleged violation.

7. Limitation.

- A. Any Official who submits a Request and is subsequently provided Legal Representation at the expense of the Town shall be prohibited from seeking further remuneration from the Town for any expenses incurred by said Official during or resulting from the defense of the action or proceeding.

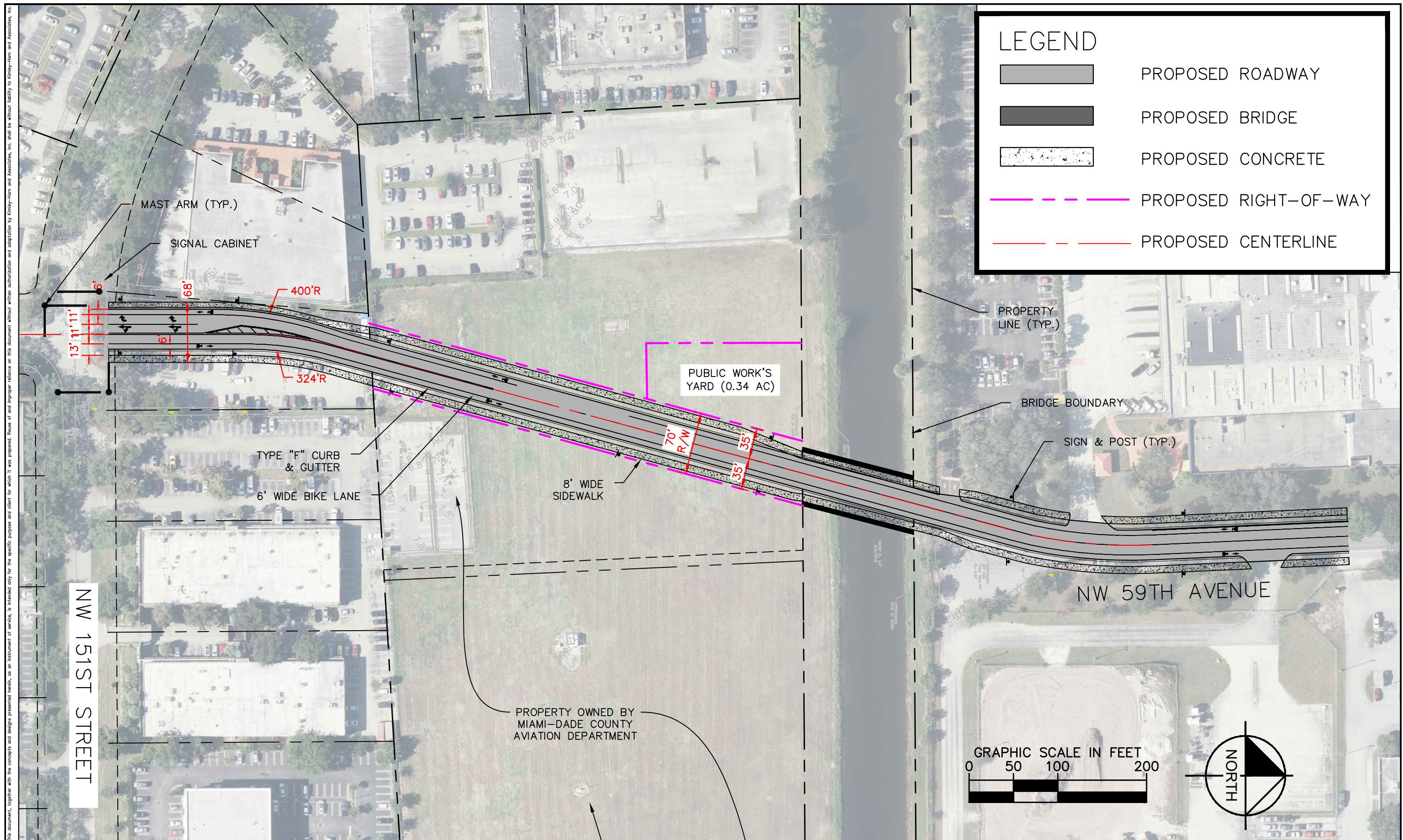
8. Reimbursement subsequent to proceedings.

- A. If an Official fails to avail him/herself of the provisions of this policy, and no Legal Representation was provided at the expense of the Town, this policy shall not prohibit such Official from seeking reimbursement from the Town for legal expenses incurred in:

- 1. the successful defense of a violation or violations of any provision of the State Code of Ethics for Public Officers and Employees, Part III, Chapter 112, Florida Statutes or the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance, Section 2-11.1, Miami-Dade County Code;
- 2. or any applicable Town ethics ordinances, where said Official was acting in the course and scope of the Official's employment or function, and said Official is subsequently acquitted, or the charge or charges against said Official are dismissed upon no violation being found; or
- 3. the Official was performing his/her official duties while serving a public purpose.

9. Malicious, Frivolous or Groundless Allegations.

In accordance with Sections 57.105, Florida Statutes, Section 112.317(7), Florida Statutes or Section 2-1074(t), Miami-Dade County Code, where it is determined that the complaining party filed a frivolous or groundless complaint, or filed a complaint with malicious intent to injure the reputation of the Official by filing the complaint with knowledge that the complaint contains one or more false allegations or with reckless disregard for whether the complaint contains false allegations of fact material to a violation, the Town may seek recovery of Legal Expenses incurred by the Town against the complaining party in the name of the Official.



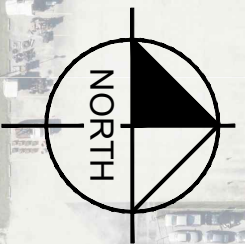
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LEGEND

- PROPOSED ROADWAY
- PROPOSED BRIDGE
- PROPOSED CONCRETE
- PROPOSED RIGHT-OF-WAY
- PROPOSED CENTERLINE

NW 151ST STREET

NW 59TH AVENUE



No.	REVISIONS	DATE	BY

Kimley»Horn

2018 KIMLEY-HORN AND ASSOCIATES, INC.
600 North Pine Island Road, Suite 450, Plantation, FL 33324
PHONE (954) 535-5100
WWW.KIMLEY-HORN.COM CA 0000696

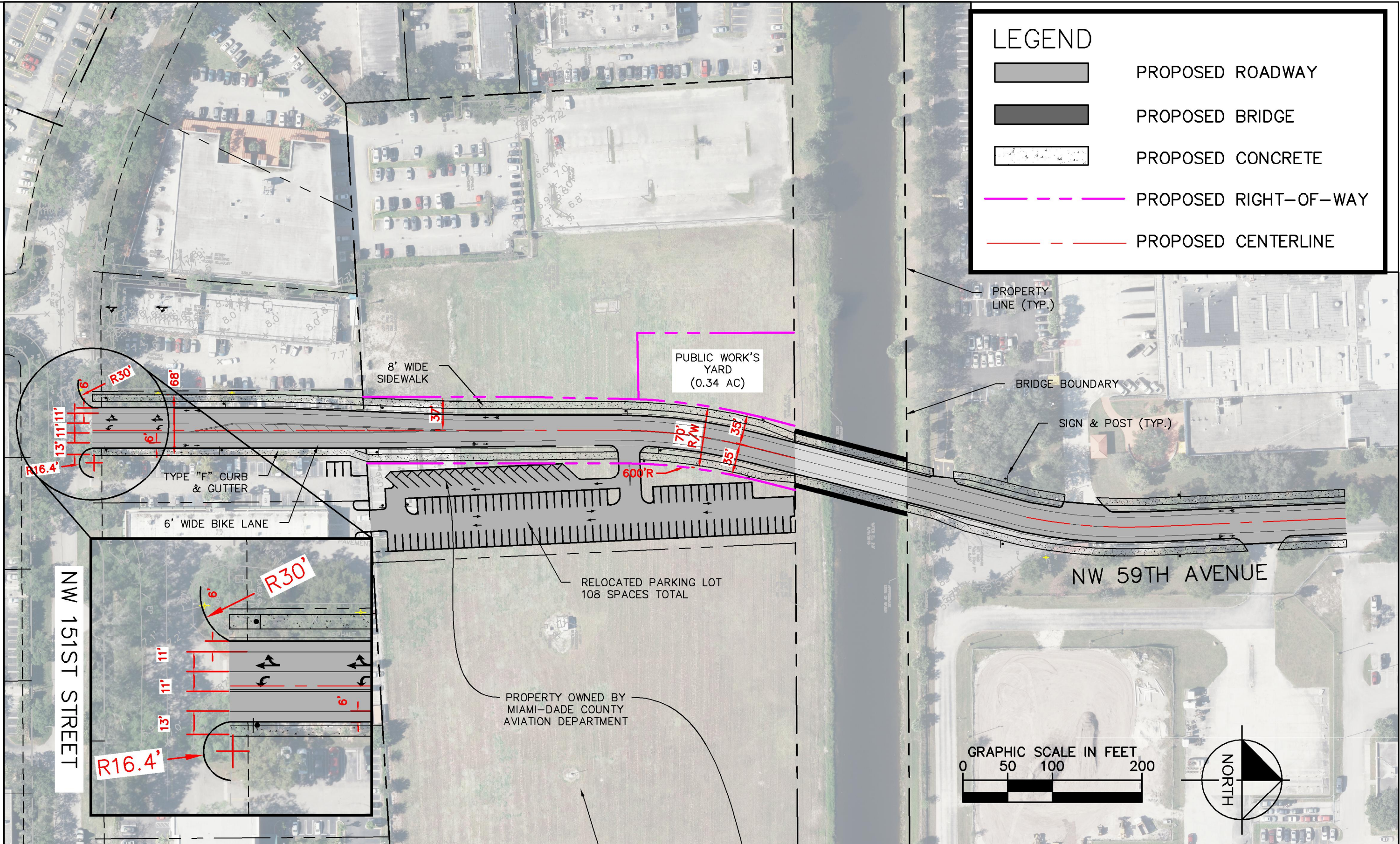
KHA PROJECT 044533197
DATE SEPT. 2018
SCALE AS SHOWN
DESIGNED BY
DRAWN BY
CHECKED BY

**TOWN OF MIAMI LAKES
TRANSPORTATION IMPROVEMENTS
CONCEPTUAL GRAPHICS**

**NW 59TH AVENUE EXTENSION
PROPOSED RIGHT-OF-WAY
OPTION 1**

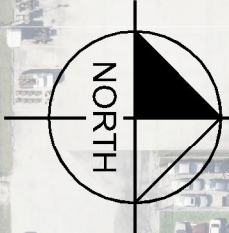
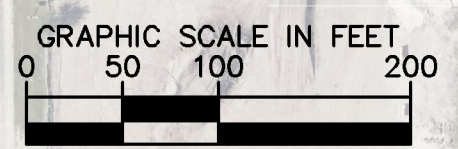
SHEET NUMBER
RW-1

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LEGEND

- PROPOSED ROADWAY
- PROPOSED BRIDGE
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No.	REVISIONS	DATE	BY

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KHA PROJECT
 044533197
 DATE
 SEPT. 2018
 SCALE AS SHOWN
 DESIGNED BY
 DRAWN BY
 CHECKED BY

TOWN OF MIAMI LAKES
 TRANSPORTATION IMPROVEMENTS
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NW 59TH AVENUE EXTENSION
 PROPOSED RIGHT-OF-WAY
 OPTION 2

SHEET NUMBER
 RW-2